



"TO EVER SERVE OUR CUSTOMERS BETTER"

Throughout major portions of Missouri, Illinois, the entire state of Wisconsin and the Upper Peninsula of Michigan

April 21, 2022

Quote Number: TMH22-041

Project: City of Republic Builds Building Generator

Project Documents: City of Republic – Invitation for Bid (2569587)

FABICK POWER SYSTEMS is pleased to present the following proposal:

Generator Equipment Overview

Quantity/Model:	Qty (1) Caterpillar C15GC Generator – Standby Rated
Fuel Type:	Diesel
Rating:	500kW
Voltage:	480V/277 - 3ph
Circuit Breaker:	(1) 800A LSI
Subbase Tank:	UL142 960GAL – (24HR Runtime @ 100% Load)
Enclosure:	Sound Attenuated Lvl 2 Enclosure (73 dBA @ 23ft)
Annunciator:	Qty (1) Remote – Shipped loose for install by others
Rating:	UL 2200 Listed
Start-Up:	Standard Start-Up (Reference Generator BOM / Notes & Qualifications)

Pricing

Total Base Bid Price:.....\$86,450.00

**Equipment per attached Bill of Material*

PRICE / AVAILABILITY QUOTED ABOVE IS BASED UPON RESPECTIVE MANUFACTURERS CURRENT REPRESENTED PRICING WHICH IS SUBJECT TO CHANGE.

EFFECTS FROM THE ON-GOING GLOBAL SUPPLY CHAIN / PANDEMIC ISSUE DOES NOT ALLOW FOR FIXED FIRM PRICING NOR AVAILABILITY UNTIL SUCH TIME OF ORDER PLACEMENT WITH OUR MANUFACTURERS AND VENDORS.

FABICK RESERVES THE RIGHT TO ADJUST PRICE AND AVAILABILITY AT THE TIME OF CUSTOMER ORDER AND DOES NOT ACCEPT RISK OR RESPONSIBILITY FOR SUCH POTENTIAL CHANGE IMPLICATIONS.



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Exceptions

Non-Applicable to CAT Genset

- H-100 Control Panel
- Two 4 Line x 20 displays, full system status
- 12T function for full generator protection
- Selectable low-speed exercise
- HTS transfer switch function monitoring and control
- Fuel Shut-off solenoid valve
- Fuel fill pipe extension kit-13"
- Industrial Grey Enclosure
 - The enclosure will be CAT standard White

Terms and Conditions

Terms: Net 30 Days with Approved Credit
Prices Are Valid for 30 days from the date of this proposal

Taxes: Prices quoted within this proposal do not include applicable federal, state or local taxes. Taxes will be added to prices quoted herein where applicable.

Useful Information

Delivery: **Generator Package:** Allow **49-51 weeks** for shipment to jobsite after release for production.

FOB Jobsite all quoted equipment – Offloading & Installation by others.

Dimensions: **Generator:** 233" L x 64" W x 103" H / 12,500lb

Warranty: **Generator:** Five (5) year Caterpillar Standard Warranty

All other components are covered under their respective manufacturer's standard warranty statement.

Submittals: Please allow **(2-4) weeks** after receipt of order for the completion of submittal data.

The FABICK logo consists of the word "FABICK" in a bold, black, sans-serif font, set against a yellow rectangular background.

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Bill of Materials

Generator

AIR INLET SYSTEM

Single-stage air cleaner with enclosure, service indicator

Circuit Breakers

800A LSI – Electronic Trip Circuit Breaker

CONTROL PANELS

GCCP 1.2, to include:

- NEMA 1, IP23 dust proof enclosure
- Lockable, hinged door
- Generator terminal box mounted
- Single location customer connection
- UL 508A listed
- Panel illuminating lights
- Auto start/stop control switch
- Voltage adjustment potentiometer
- True RMS AC metering, 3-phase
- Generator Monitoring
- Generator Protection
- Engine Monitoring
- Engine Protection
- Inputs & Outputs
- Communications

ENCLOSURE PACKAGE

- Sound Attenuated
- Reach-In Style Design
- UL-2200 certified enclosure
- 73 dB(A) @ 23ft. (free field) 5ft. above grade
- 100 mph wind loading

COOLING SYSTEM

- Engine Mounted Radiator
- Coolant drain line with valve
- Coolant level sensors
- Low coolant level alarm and shutdown
- High coolant temperature alarm and shutdown
- Caterpillar extended life coolant
- Jacket water heater



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EXHAUST SYSTEM

Exhaust manifold – dry
Exhaust flange
Critical Grade Exhaust Silencer

FUEL SYSTEM

Engine fuel transfer pump
Fuel priming pump
Fuel pressure gauge
Flexible fuel lines
960GAL UL142 Subbase Fuel Tank
Double Wall Secondary Containment
13' Fuel Tank Vent Pipe Extensions

GENERATORS AND GENERATOR ATTACHMENTS

3-Phase brushless, salient pole
Temperature rise 105C
Voltage regulator
Permanent Magnet Excitation

GOVERNING SYSTEM

Caterpillar ADEM A4 electronic governor

LUBE SYSTEM

Lubricating oil
Gear type lube oil pump
Integral lube oil cooler
Oil filter, filler and dipstick
Oil drain lines and valve

MOUNTING SYSTEM

Rails – engine/generator mounting
Vibration Isolators

STARTING/CHARGING SYSTEM

24-Volt starting motor
Battery rack w/cables
One (1) battery charger, 10A, dual rate, NFPA 110

DOCUMENTATION

Three (3) operations and maintenance manual



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STARTUP & PRODUCT SUPPORT SERVICES

One (2) days of field start-up and technical assistance by a Caterpillar technician, to include -

- Generator set startup
- Check & fill batteries and fluids
- Program GCCP1.2 control panel
- Load bank test with portable resistive load bank – two (2) hours



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Notes & Qualifications

1. Fabick Power Systems limits the scope of supply for this project to the equipment and services listed within this quotation. Others will provide equipment, which is not listed. Fabick reserves the right to adjust pricing of this proposal in the event of a design/scope deviation.

2. All applicable licensing/permits and fees (Local, State, or Federal) are the sole responsibility of installing contractor or Owner.

3. All Electrical and Mechanical Installation Labor for Equipment proposed herein (shipped loose or otherwise) is not included by Fabick. Owner and/or installation contractors shall bear responsibility for said work.

Being an equipment supplier only, Fabick will provide feedback in an effort to assist with bidding of the installation package; however, all cost responsibility associated with installation of the proposed equipment will be assumed by the installing contractor.

4. Field start-up and technical assistance by a local technician has been included in this proposal, only to the extent as outlined herein. This proposal includes one (1) man day of onsite technician labor services for commissioning, startup and testing services. Additional onsite labor services (if not due to local dealer or Caterpillar warranty issues) shall be available at our prevailing rates for labor, travel and mileage.

5. All labor included for on-site start up and commissioning services for the offered equipment is based upon a normal work week (Mon – Fri) and work hours (7:00am - 3:30 pm). If commissioning or services are required outside of normal work week or hours (2nd Shift, Weekend or Holidays, etc.), please contact Fabick for a revised proposal, which will reflect corresponding rates.

6. Warranty Begins from Completion of Startup & Commissioning, and Placement of Equipment into Beneficial Use of Customer.

7. Compliance w/ Local Codes to be determined by others.

8. Electrical System Short Circuit and Relay Coordination Study is not included in this proposal and shall be provided by others if required.

9. All fueling to be provided by others.

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Upon Acceptance of this Proposal, Customer accepts the proposed Fabick Power Systems products set forth in this Proposal, as well as the Fabick Power Systems Terms and Conditions of Sale.

Name Printed: _____

Title / Position: _____

Signature: X _____

Date Signed: _____

Thank you for the opportunity to quote our products and services. Please call me with any questions or if you need additional information.

Sincerely,

Tucker M. Huebner

Tucker Huebner

Electric Power Account Manager

Cell: (636) 577-2144

tucker.huebner@fabickcat.com

Terms and Conditions of Sale

"Seller" means the John Fabick Tractor Company entity listed on the quotation or proposal ("Proposal") as seller. "Buyer" means the customer described on the Proposal purchasing the engine(s), power generation equipment, parts and accessories (the "Equipment") and/or the related installation and maintenance services (the "Services") (together, the Equipment and the Services are referred to herein as the "Products").

1. Contract. This document, together with the quotation and the Terms of Service incorporated herein by reference, (the "Contract") constitutes an offer by Seller to provide the Products to Buyer. If the Contract is deemed an acceptance of Buyer's prior offer, such acceptance is limited to the express terms contained herein. Buyer's acceptance of this Contract is limited to the terms, covenants and conditions contained in this offer. Seller hereby objects to and rejects any additional, different or varying terms proposed by Buyer, unless Seller expressly assents to such terms in writing. Buyer's acceptance which includes any proposal of additional, different or varying terms shall not operate as a rejection of Seller's offer, and Seller's offer shall be deemed accepted without such additional, different or varying terms. **ACCORDINGLY, THIS CONTRACT IS EXPRESSLY CONDITIONED UPON BUYER'S ACCEPTANCE AND ASSENT TO THESE TERMS AND CONDITIONS.** Seller's sale's representatives are without authority to change, modify or alter the terms of this Contract.

2. Delivery.

Generally: Seller shall deliver the Products F.O.B. Seller's facility unless otherwise noted in Seller's Proposal. Title and all risk of loss, damage or delay, shall pass from Seller to Buyer upon Seller's delivery of the Products. Partial shipments shall be permitted.

Delivery Dates: All delivery dates are approximate. Delivery dates given by Seller are based on prompt receipt of all necessary information regarding the order. Seller will use reasonable efforts to meet such delivery dates, but does not guarantee to meet such dates. Failure by Seller to meet any delivery date does not constitute a cause for cancellation and/or for damages of any kind. Time for delivery shall not be of the essence.

Delivery Delays: Any delay in delivery due to causes beyond Seller's reasonable control, or due to any priorities or allocations necessitated by governmental orders or regulations, or due to any causes specified in the following sentence, shall extend the term of delivery by a period equal to the length of such delay. In the event of delay in delivery requested by Buyer or caused by Buyer's (a) failure to supply adequate instructions; (b) failure to arrange for pickup; (c) failure to supply or approve necessary data in a timely manner; (d) requested changes; or (e) failure to provide documents required for Seller to effect delivery, Seller will store all Products at Buyer's risk and expense. Buyer shall pay all storage costs and expenses upon Seller's demand.

Claims: Buyer shall inspect the Equipment upon delivery and any claims for errors must be made in writing to Seller within three (3) days after Seller's delivery. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer.

3. Prices; Taxes.

Prices: Prices shall be as stated on the Proposal. Unless otherwise stated on the face hereof, prices are in U.S. Dollars, F.O.B. Seller's facility. Prices quoted do not include charges for any permits or applicable federal, state or local tax.

Taxes: Unless Buyer produces a valid tax exemption certificate, Seller shall invoice and Buyer shall pay all sales, use or excise tax and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer.

Permits: Unless otherwise indicated in the Proposal, Buyer is solely responsible for obtaining, and for all costs related to, permits necessary for the installation and operation of the Equipment, including but not limited to permits for fuel tanks, air permits, etc.

4. Terms of Payment.

Quotations: Written quotations contained in the Proposal are void unless accepted within ninety (90) days from date of issue. Other Seller publications are maintained as sources of general information and are not quotations or offers to sell.

Generally: Unless otherwise stated in the Proposal, payment terms are 100% of invoice amount due Net (10) Days following invoice.

Seller's Rights: Notwithstanding the foregoing, terms of payment on all orders are subject to the prior written approval of Seller's credit department. If Buyer does not pay Seller any amount due under this Contract or any other agreement when such amount is due or if Buyer defaults in the performance of this Contract, Seller may, without liability to Buyer and without prejudice to Seller's other lawful remedies (i) terminate Seller's obligations under this Contract; (ii) declare immediately due and payable all of Buyer's obligations to Seller; (iii) change credit terms with respect to any further work; (iv) suspend or discontinue any further work; and/or (v) repossess the Products. Buyer agrees to reimburse Seller for all costs and fees including, but not limited to attorneys' fees, collection fees and costs and repossession fees, incurred by Seller in collecting any sums owed by Buyer to Seller. Buyer agrees to pay a late payment charge of 1-1/2% per month, or the maximum amount allowable by law, on all amounts not paid in full when due, payable on Seller's demand. Buyer shall not set off amounts due to Seller against claims against Seller.

Security Interest: In partial consideration for Seller's sale of Products to Buyer, Buyer hereby grants to Seller and Seller hereby retains a security interest in the Equipment sold to Buyer to secure all of Buyer's obligations to Seller under this Contract and all other obligations of Buyer to Seller. Buyer agrees to execute such financing statements, continuation statements and other documents including, but not limited to pledge agreements, and to take such actions as may be required by Seller to evidence or perfect the security interest granted herein and the interest of Seller. Seller is authorized in Buyer's name or otherwise to take such actions as permitted under this Contract or applicable law, including, without limitation, signing Buyer's name to perfect Seller's security interest, and Buyer hereby appoints Seller as its attorney-in-fact for such purpose.

5. Cancellations, Changes and Returns.

Cancellations: All undelivered Products may be cancelled by Buyer only upon written approval of an authorized representative of Seller. In the event of any cancellation of an order by Buyer, Buyer shall pay to Seller its reasonable costs and expenses incurred prior to cancellation and any restocking or cancellation charges Seller incurs, plus Seller's usual rate of profit for similar work. In those instances where Seller is unable to cancel an order with its vendor Buyer shall not be allowed to cancel the order and shall be responsible for full payment.

Changes: Buyer may not alter or modify its order or any part thereof without Seller's prior, written consent. Seller reserves the right to change the price, terms of payment and delivery dates for any Products affected by any alterations or modification to which it consents.

Returns: No Products may be returned to Seller without its prior written authorization, which is within Seller's sole discretion, and Products may be returned only on the terms or conditions specified in such authorization. Returned Products must be of current manufacture, unused, in resalable condition, and securely packed to reach Seller without damage. Any cost incurred by Seller to put equipment in first class condition will be charged to Buyer.

6. Limited Warranty. Buyer is purchasing the Equipment subject to the manufacturer's warranty, if any. Seller shall assign to Buyer any applicable manufacturer's warranties for the Equipment, to the extent permitted by such manufacturer. Any oral or written description of the Products is for the sole purpose of identifying the Products and shall not be construed as an express warranty. Prior to using or permitting use of the Products, Buyer shall determine the suitability of the Products for the intended use and Buyer shall assume all risk and liability whatsoever in connection therewith. **EXCEPT AS OTHERWISE AGREED IN WRITING, SELLER MAKES NO WARRANTY, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW, TRADE USAGE OR COURSE OF DEALING, WITH RESPECT TO THE PRODUCTS INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE SPECIFICALLY DISCLAIMED.**

7. Limitation of Liability. **IN ORDER TO MAINTAIN SELLER'S PRICING AS DESCRIBED IN THE PROPOSAL, SELLER'S AGGREGATE LIABILITY WITH RESPECT TO THIS CONTRACT SHALL BE LIMITED TO THE AMOUNT OF MONEY PAID TO SELLER FOR THE PRODUCTS. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), PUNITIVE OR INDIRECT DAMAGES, WHETHER ARISING OUT OF TORT, STRICT LIABILITY, STATUTORY, BREACH OF CONTRACT, BREACH OF EXPRESS OR IMPLIED WARRANTIES OR OTHERWISE.**

8. Engineering Data. All engineering data, design information and engineering and shop drawings used in the completion of this order are and shall remain Seller's property. Buyer shall not copy, reproduce, distribute, publish or communicate to any third party such data without the prior, written permission of a properly authorized representative of Seller. Seller does not transfer to Buyer any patent, trade secret, trademark, service mark, copyright or other intellectual property right related to the Equipment.

9. Indemnity. **BUYER RELEASES AND AGREES TO INDEMNIFY AND HOLD SELLER, ITS EMPLOYEES, OFFICERS, AGENTS AND AFFILIATES ("INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL DIRECT AND INDIRECT CLAIMS, DEBTS, ACTIONS, CAUSES OF ACTION, SUITS, DEMANDS, FINES, PENALTIES, JUDGMENTS, OMISSIONS, DAMAGES OR EXPENSES WHATSOEVER, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING OUT OF OR RELATING TO : (A) BREACH BY BUYER OF ANY OBLIGATION UNDER THIS CONTRACT OR ANY LAW; OF (B) ANY DAMAGE TO OR DESTRUCTION OF PROPERTY OR INJURY TO OR DEATH OF PERSONS CAUSED OR ALLEGED TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF BUYER.**

10. Insurance. During the term of this Contract and until Buyer has fully satisfied its payment obligations for the Products, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, comprehensive general liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including products, completed operations and contractual liability. Such coverage shall name "John Fabick Tractor Company, its affiliates and subsidiaries" as additional insured and shall be endorsed to provide coverage on a direct and primary, non-contributory basis over other collectable insurance. Buyer shall also maintain property insurance policy evidencing

coverage equal to or exceeding the value for insurance purposes of all Equipment and naming "John Fabick Tractor Company, its affiliates and subsidiaries" as loss payee. Buyer shall provide Seller with a certificate of insurance confirming the required coverage.

11. Patent Infringement and Defects in Buyer's Specifications. Orders manufactured to Buyer's specifications, drawings, designs or descriptions are executed only with the understanding that Buyer will indemnify and hold harmless Seller from any and all damages sustained by Seller, including, but not limited to, reasonable attorneys' fees, resulting from any action or threatened action against Seller for (a) infringement of the patents or proprietary right of any other person, or (b) injury to person or property, including death, relating to defects in Buyer's specifications, drawings, designs or descriptions.

12. Force Majeure. Seller shall not be responsible for delay in delivery or failure to fill orders or other default or damage where such has been caused by an act of God, war, major disaster, terrorism, third-party criminal acts, insurrection, riot, flood, earthquake, fire, strike, lockout or other labor disturbance, delay by carriers, shortage of fuel, power, materials or supplies, operation of statutes, laws, rules or rulings of any court or government, demand for goods exceeding Seller's available supply or any other cause beyond Seller's control. In the event of any delay in delivery, failure to fill orders or other default or damage caused by any of the foregoing, Seller may, at its option and without liability, prorate its deliveries, cancel all or any portion of the contract and/or extend any date upon which performance is due hereunder.

13. Assignment. Buyer may not assign these terms and conditions without the prior written consent of Seller. Seller may assign these terms and conditions in whole or in part to a purchaser of substantially all of its assets, to any of its affiliates, subsidiaries or parent company. Subject to the foregoing, these terms and conditions shall inure to the benefit of, and be binding upon, the parties' successors and assigns.

14. Miscellaneous.

Governing Law and Jurisdiction: This Contract shall be governed by and construed according to the internal laws of the State of Missouri, without regard for its conflict of laws provision. Any cause of action, claim, suit or demand by Buyer allegedly arising from or related to the terms of this Contract or the relationship of the parties shall be brought in a Court situated in the State of Missouri. Both parties hereby irrevocably submit themselves to and consent to the jurisdiction of said Court.

Severability; Waiver: The invalidity of any provision or clause of this Contract shall not affect the validity of any other provision or clause hereof. Seller reserves the right to correct clerical or similar errors relating to price or any other term shown in this Contract. The failure of Seller to insist, in any one or more instances, upon performance of any term, covenant or condition of this Contract shall not be construed as a waiver or relinquishment or any right granted hereunder or the future performance of such term, covenant or condition.

Compliance with Laws: Buyer agrees to comply with all laws and regulations applicable to the purchase, transport, use, storage, sale, lease and/or disposal of the Products including, without limitation, to the extent applicable, the U.S. Export Administration Act and all regulations there under.