

APPENDIX N

TVRWRF MTU Scope of Supply

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TVRWRF

Quote #: 52535A
1/8/2019

Dear Project Estimator,

Thank you for the opportunity to provide pricing for the equipment on the referenced project. We are pleased to quote as follows:

MTU 12V4000 DS1750, 1750kW/2187kVA, 277/480V, Diesel Genset Outdoor
Startup with load bank testing

Plus Applicable Taxes
Net Price: \$626,330.00

Collicutt Energy Services is quoting to the following:

Submittal: 1-2 week(s) after receipt of written purchase order.

Lead time: 32-34 week(s) after receipt of written release for production and approval submittals.

Warranty: 2 Year Basic Warranty. The manufacturer's warranty policy will be part of the submittal package.



Bill of Materials

UL2200 Application 60Hz Standby
Model: DG12V4000A3N
50 Deg C Cooling System
3000 Amp 3 Pole 100% CB Powerbreak SSF30G330, GFI
2000 Amp 100% CB electronic PBII LSI mounted and wired SSF20G220
Starting Batteries (8D) with Battery Rack filled with Acid mounted and installed Qty 4 of each
Battery Charger: NRG 22-10-RCLS Mounted & DC Wired
20 Deg F Block Heater (208V 1PH - 6000W) Model: CSM10608-000 Qty 2
EPA Certification Tier Level: Tier 2
Engine Model: MTU 12V4000
Fuel Water Separator Single OPU (Wire-Braid Reinforced Hose)
Auxiliary Fuel Lift Pump
Air Filter (Standard)
MTU Air Filter SUA90069 Qty 4
Generator Model Number: 743/4052
PMG Standard
Generator Strip Heater
ModBus™ TCP/IP
Control Panel Mounted LH Side
(4) Relay Option: The 4-relay board includes (4) 10 amp form C relays customizable
Remote E-Stop
RDP-110 Annunciator Panel: 1 Remote Annunciator
MGC-3010 Controller
Standard Two (2) Year / 3,000 Hour Basic Standby (3D), Limited Warranty
Paint Color: RAL 7001 Grey
1 CD Format Manual
Quantity (1) Filter Kit: 12/16V4000 Service Filter Kit - Std Air/Oil/FWS
• SUA90069 MTU Air Filter (Qty 4)
• 0031845301 MTU Oil Filter (Qty 5)
• SUA94131 MTU Fuel Filter (Qty 2)
• SUA91661 MTU Fuel Filter (Qty 3)
Tests to be reviewed and signed off by test engineer
Ship unit with fluids installed
1 Day Personell Training
Oil Sampling Kit
Level 2 Enclosure (85 dBA @ 23')
Sub base 24hr diesel tank UL142, mounted
Diesel Particulate Filter, critical grade level 3, JM-CRT mounted
1000kW Loadbank 480V, duct mounted
Springs Vibration Isolators, RJSD (Qty 14)

(C)larifications, (D)eviations, and (E)xceptions

None Specified

The following items are not included, unless specifically provided for above

1. There is no off-loading, installation, or anchoring of this equipment included in our proposal.
2. All electrical and mechanical connections are to be done by others.
3. There is no fuel included.
4. There are no permits of any kind included.
5. There are no services of any independent testing agency included.
6. Your local air board may require you to have a PM Filter. See Emissions Note below.
7. There is no special lugging included only the manufacturer's standard lugs.

Emissions Notes

The California Air Resource Board (CARB) and local Air Quality Management Districts (AQMDs) regulate emissions for emergency standby engines. Based on the installation site, some generators may require the use of a particulate filter based on the sites distance from a school or sensitive receptor. Particulate filters may also be required for Title V and major polluting sites. Consult the local air district for permitting and more information on the required emission controls required.

Emergency generators are permitted to run a maximum of 50 hours per year but this could be less depending on the permit and site specific conditions. Should a particulate filter be installed, generator loading, run time, # of cold starts/exercising can be a factor. Passive diesel particulate filters regenerate when the engine is ran at approximately 60% loaded. If the generator is ran at low or no loads, the customer should consider the following options:

1. Do not oversize the generator compared to building load. Allow for a building load test to run the generator at 60% or greater load.
2. Have the generator load banked throughout the year. The number of times depends on the particulate filter brand and the numbers of cold starts.
A load bank can be included in this quotation as part of the equipment offering or we can provide a preventative maintenance contract which can include load bank testing.
3. Purchase an active particulate filter which regenerates on its own when the generator is running.



Your Collicutt Energy Equipment Quotation



The Terms and Conditions of Sale below constitute an Agreement between Collicutt Energy Services (Collicutt) and Project Estimator (Customer). The provisions of this agreement supercede all prior agreements, negotiations, representations and warranties whether written, oral or otherwise, and no waiver, alteration, or modification of this agreement shall be binding unless agreed to in writing and signed by both Collicutt and Customer.

QUOTATIONS are valid for thirty (30) days from the date of quotation unless agreed to in writing by Collicutt. A Quotation is not a valid acceptance of an offer to sell unless (1) a Purchase Order signed by an authorized representative of the Customer is accepted by Collicutt and (2), approved by Collicutt's Credit Department. Equipment in stock is subject to prior sale.

CHANGES AND CANCELLATION - Customer agrees to pay for any changes in scope, design or work plan from that ordered. Collicutt shall have the right to subcontract any or all work covered by the sale. Sale is nonassignable by the Customer without prior written approval of Collicutt. The Customer may cancel the order upon written notice to Collicutt. The Customer agrees to pay Collicutt for any costs incurred up to the date of cancellation.

TERMS - All billings are net fifteen (15) days from the date of invoice. Retention is not acceptable. Customers not adhering to payment terms agreed to pay delinquency charges of 1.5% per month or the maximum allowable by law, whichever is greater, on the unpaid balance. If Collicutt commences an action to collect amount due the Customer agrees to reimburse Collicutt all collection costs, attorney fees and court costs.

FINAL ACCEPTANCE - Final acceptance shall occur at time of delivery. Offloading is the Customer's responsibility unless otherwise provided for. Storage and interest charges will result when equipment and accessories ready for shipment to the Customer are held in Collicutt's inventory due to Customer's inability to accept delivery.

LIMITED WARRANTY: Collicutt warrants to the Customer that the equipment will materially conform to the specifications in the Quotation and will be free from material defects in material and workmanship. Warranty on the engines, parts and add-ons is limited to the warranty extended by the particular engine, component part or add-on manufacturer. Collicutt is not a manufacturer and makes no warranty and shall not, under any circumstances, be liable for any indirect or special, incidental or consequential damages, including but not limited to, loss of production, loss of profit, loss of use or business interruption, or any other economic loss, whether arising from contract, tort, strict liability or any other theory of law. Any person operating the equipment is responsible for doing so in accordance with the manufacturer's guidelines. Failure to perform all scheduled maintenance and operate the equipment within the manufacturer's may result in damage to the equipment and denial of warranty.

HOURS OF SERVICE - Any delivery, startup, commissioning, testing, training or any other service will be provided Monday to Friday from 7:30 am to 5:00 pm. Any delivery or service requested or provided at any other time will be subject to additional charges unless specifically provided for in the quotation.

RETURNED MERCHANDISE - Equipment, accessories and parts cannot be returned without Collicutt's written approval. Equipment, accessories and parts must be in salable condition. Customer must pay transportation costs and restocking charge of twenty-five percent (25%) of invoice amount.

SECURITY INTEREST - Collicutt retains and Customer hereby grants Collicutt a lien and security interest in equipment sold, including all accessions to and replacements of the equipment, until the Customer has made payment in full in accordance with the provisions herein. Customer shall cooperate fully with Collicutt in executing such documents as Collicutt may deem necessary for the protection of such security interest.

TAXES, LICENSES, PERMITS AND INSURANCE - Customer shall pay to Collicutt the amount of any sales, use, excise, duty or similar tax attributable to the sale covered hereby, whether or not included in the purchase or quotation price. Collicutt will assume no responsibility for obtaining permits or licenses other than those specifically provided for. Customer shall reimburse Collicutt for the cost of providing any insurance related rights or waivers associated with Collicutt's existing insurance policies. Where taxes do not apply upon sale or resale, Customer shall provide Collicutt with appropriate exemption certificates.

Customer acknowledges that he has not relied on Collicutt's skill or judgment in the selection of equipment and that any technical advice or specifications solicited regarding the equipment shall be used at Customer's own risk. Any noncertified drawings provided are descriptive in nature and not warranties of performance.

Except as expressly provided herein, the Agreement shall be governed, construed, and interpreted by the laws of the State of California. The United Nations Convention on Contracts for the International Sales of Goods (CISG) shall not apply. Collicutt elects to opt out of the CISG. Waiver by Collicutt of any breach of the Terms and Conditions of Sale included herein or on any attachment shall not be construed as a waiver of any other breach. Waiver by Collicutt of any breach must be in writing.

CUSTOMER'S REMEDIES - Collicutt shall not be in default and shall not be liable for delays by equipment manufacturers or suppliers or any other circumstances beyond Collicutt's reasonable control. Customer's exclusive and sole remedy on account or in respect of any breach, or to any express or implied warranty, shall be to secure replacement. Correction of any nonconformity shall constitute complete fulfillment of all liabilities of Collicutt. Collicutt's aggregate liability in any customer claim shall not, under any circumstances, exceed the payment received by Collicutt for the equipment and services furnished. Collicutt's liability shall be limited to those claims arising solely from the acts of the Collicutt. Collicutt shall not be liable whether in contract or in tort or under any other legal theory for loss of revenue, use, or profit or for the cost of any labor expended. Customer agrees to indemnify, save and hold Collicutt harmless for any special, direct, indirect, incidental, accidental or consequential damages to anyone by reason of any breach of contract or of any express or implied warranty.



Your Collicutt Energy Equipment Quotation



We appreciate this opportunity to offer our equipment for your consideration. Please feel free to call if you have any questions, or if we can help in any way.

Sincerely,

Steve Connors
Collicutt Energy Services Sales Representative
stephen.connors@collicutt.com
Office 562-944-4413
Cell 562-322-5121

The authorized purchaser identified below accepts this Quotation and agrees, upon acceptance by Collicutt Energy Services, to purchase and pay for this equipment, accessories and service in accordance with the Collicutt Energy Services Inc. Terms and Conditions of Sale.

Company Name: _____

Contact Name: _____

Purchaser Authorized Signature: _____

Contact Title: _____

Date: _____

Purchase Order: _____

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