ITB Addendum

Addendum No. 2 for Campbell County Utilities and Service Authority Multiple Wastewater Pump Station Electrical Improvements, Wiley|Wilson Comm. No. 230212.00.

Addendum Date: October 11, 2024

To: All Bidding Contractors

From: Wiley|Wilson

Lynchburg, VA

This Addendum contains 3 pages and listed attachments and forms a part of the bidding documents and modifies the bidding documents dated September 13, 2024, as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject bidder to disqualification.

Clarifications

 The attached Sourcewell quote from Carter-CAT Machinery identifies the products and services that will be furnished by CCUSA for the owner-furnished/contractor installed generator and ATS equipment. The Contractor must provide all other work to meet the requirements of the contract documents.

Questions from Bidders

1. **Question**: For the generators (i.e. new, existing to be relocated and a temporary unit), who will be responsible for furnishing fuel for them, and who will be responsible for having fuel pumped out of the existing unit to allow for it to be relocated?

Response: The Contractor must provide a fuel distributor to defuel and filter diesel in the existing genset. If allowed by the Manufacturer, it is acceptable to transfer filtered diesel to the new genset. The Contractor must provide full tanks of fuel for both the new and relocated genset at substantial completion after testing is completed.

Question: For the recommended temporary generator, what KW rating does this need to be?

Response: The Contractor must provide a generator sufficiently sized to start and operate both 125 HP pumps on soft starts. A minimum size of 250 kW is recommended based on existing load calculations. It is the responsibility of the Contractor to ensure the temporary generator is configured in such a way that it can support operation of both 125 HP pumps running simultaneously. Factors such as generator alternators can change the amount of load that can be supported by a generator, and a larger kW rating may be required depending on the configuration of the unit.

3. **Question**: Beginning in Specification Section 260010 - Supplemental Requirements for Electrical, 1.4 Quality Assurance and throughout other sections, testing is required either using a NETA certified agency, a factory representative, or both. What are the actual expectations regarding testing and commissioning? The generator is typically commissioned by service technicians trained by the manufacturer, the new control panels would be commissioned by their personnel, so is NETA certified testing necessary?

Response: Third party testing is required for the generator and transfer switch. This can be performed by a NETA certified agency or by a factory representative. Service technicians trained by the Manufacturer are permitted to perform the testing and commission; however, they must be from a third party. The final installation of the control panels requires NETA testing. A representative from the control panel Manufacturer is permitted to perform NETA testing on the control panels.

4. **Question**: Do you have information for the existing generator at Flat Creek regarding weights and capacity of the fuel tank? Also, it appears the lifting points are missing, so do you have the original lifting recommendations for the unit?

Response: Information regarding fuel tank capacity is below from the existing generator nameplate. The Contractor is responsible for verifying the weight of the existing genset. The original equipment manufacturer, Caterpillar, indicates that the genset weighs approximately 5600 lbs dry plus approximately 1500-2000 lbs for the enclosure and fuel tank. CCUSA does not take responsibility for this estimate.

| GENERATOR NAME PLATE DATA | | |
|---|---|--|
| Manufacturer: | Caterpillar | |
| Model: | 3306 | |
| Rating: | 230 KW Standby @ 0.8 P.F., 277/480 Volt, 3 Phase, 60 Hertz @ 1800 RPM | |
| Serial No: | N/A | |
| Engine Hp Without Fan | 345 | |
| Generator Frame Size | 445s | |
| Engine Lubricating Oil Capacity | 31 qts. | |
| Exhaust Flange Size - (Internal Diameter) | 6.0 in. | |
| Engine Coolant Capacity with Radiator | 10.5 gal. | |
| 100% Load Fuel Consumption (100% load) with Fan | 17.6 gph | |
| 75% Load Fuel Consumption (75% load) with Fan | 13.1 gph | |
| Batteries | 210 Amp-Hour, 1100 CCA Lead Acid | |
| Battery Charger | 10 Ampere, Float-Equalizer, 120 Volt Input | |
| Automatic Transfer Switch | 600 Ampere, Asco Model 300, 3 Pole, NEMA-3 R Enclosure | |
| Base Fuel Tank | 500 Gallon, Double Wall UL Listed, with Low Fuel and Rupture Alarm Contacts | |

The Contractor must obtain and follow recommendations of the original equipment manufacturer, Caterpillar, for procedures to lift, transport and set the existing genset. The Contractor must submit the recommended lifting procedure for information.

5. **Question**: It appears there is no defined access drive for getting vehicular traffic to the 460 East WWPS due to curb and gutter, etc. How does CCUSA get equipment in and out of the lot? Does Liberty University grant permission for access?

Response: Access to the 460 East WWPS is from Liberty Mountain Drive as shown on the attached access easement. Bidders may contact Liberty University for access through the parking lot. The Contractor must restore the access easement to pre-construction conditions including restoring any damaged pavement, curb and gutter and follow all other access easement requirements.

6. **Question**: Is there an expectation that the enclosed soft starter motor controllers will be built and provided by the manufacturer, or will you accept a single control cabinet for each pump station constructed in our shop?

Response: A single control cabinet for each pump station is permitted.

7. **Question**: The soft starter specification seems to reference Schneider's Altivar Soft Starter product line. The schematic on drawing E-801 shows a breaker directly feeding the line side of the soft starter. According to information from Schneider, while it is strongly recommended (but not required) to install a contactor on the line side of the soft starter due to potential hazardous leakage currents on the load side when energized, I want to clarify our wiring requirements. Are we required to wire the soft starter power according to the attached manufacturer's wiring diagram, or is it acceptable to use the wiring diagram provided on drawings E-801?

Response: The Contractor must follow the soft starter manufacturer recommendations for installation. Select and install soft starter to comply with soft starter operation and points table on E-801. Control panel must comply with UL508a and have a UL508a label.

Attachments

- 1. Access Easement (13 Pages)
- 2. Genset Sourcewell Quote (2 pages)

End of Addendum No. 2

Wiley|Wilson

Aaron Tice, P.E.

AARON SCOTT

Lic. No. 047263



PAUL J. FEINMAN

pfeinman@pldrlaw.com TEL. 434-846-2768 FAX 434-847-0141 DIRECT 434-455-5931

www.pldrlaw.com

Mailing Address: P.O. Box 1080 Lynchburg, VA 24505

Street Address: 925 Main Street Suite 300 Lynchburg, VA 24504

May 3, 2023

John Francisco Woods Rogers P.O. Box 958 Lynchburg, VA 24505

RE: Vacation of Easement at Field Hockey-Lacrosse Field

Dear John:

I enclose herewith a copy of the recorded Deed of Release of Old Easement and New Easement Agreement with plat along with 2 additional copies of the plat. This document has been recorded in both Campbell County and the City of Lynchburg.

If you have any questions or concerns, feel free to contact our office.

With kindest regards, I am

Sincerely yours,

Paul J. Feinman

PJF/cmr Enclosures



CLR230001848

Campbell County Tax Map Nos.: 13-A-130A, D City of Lynchburg Tax Map Nos.: 260-01-002, 003 Prepared by and return to: Paul J. Feinman PO Box 1080 Lynchburg, VA 24505

DEED OF RELEASE OF OLD EASEMENT AND NEW EASEMENT AGREEMENT

THIS DEED OF RELEASE OF OLD EASEMENT AND NEW EASEMENT AGREEMENT, made this 23rd day of February, 2023, by and between CAMPBELL COUNTY UTILITIES AND SERVICE AUTHORITY, party of the first part, Grantor/Grantee, and LIBERTY UNIVERSITY, INC., a Virginia non-stock corporation, party of the second part, Grantor/Grantee:

WITNESSETH:

WHEREAS, the party of the first part is the sole owner of that certain parcel of real property located in the County of Campbell, Virginia, designated as Parcel "A" containing 0.0574 acre, by survey, as is more particularly described on Schedule A attached hereto (the "Pump Station Lot"); and

WHEREAS, the party of the second part is the sole owner of that certain parcel of real property located in Campbell County, Virginia, surrounding the Pump Station Lot and having Campbell County Tax Map Number 13-A-130D ("LU Parcel 1"), and those two certain parcels of real property located in the City of Lynchburg, Virginia, adjacent to LU Parcel 1 and having City of Lynchburg Tax Map Numbers 260-01-002 ("LU Parcel 2") and 260-01-003 ("LU Parcel 3") (LU Parcel 1, LU Parcel 2, and LU Parcel 3 are referred to together below as "LU Parcels 1, 2, and 3"); and

WHEREAS, that certain plat recorded in the Clerk's Office of the Circuit Court for Campbell County, Virginia in Plat Cabinet B, Slide 288, page 1783, and more particularly described on Schedule A attached hereto (the "Old Plat"), shows an easement designated as "20' Ingress & Egress Easement for Access", the centerline of which easement is shown thereon as Lines L1 through L22 (inclusive), and which easement runs from the Pump Station Lot through LU Parcels 1, 2, and 3, and which easement crosses through certain playing fields located on LU Parcel 2 and LU Parcel 3 (hereinafter the "Old 20' Access Easement"); and

LAT CABINET LIDE 264 AGE 2636

WHEREAS, the Old Plat also shows an easement designated as "INGRESS, EGRESS EASEMENT FOR MAINTENANCE" (hereinafter the "Old Maintenance Access Easement"), which easement is shown on the "Insert" part of the Old Plat (which Insert shows the Pump Station Lot in detail) as running from the southern boundary of Richmond Highway Route 460, to and along the southwest boundary of the Pump Station Lot, and then for a short way along the southwest boundary of the 30' Sanitary Sewer & Water Line Easement shown on the Old Plat; and

WHEREAS, the Old Plat also shows on the aforesaid Insert an easement described as "PARKING AND TURNAROUND EASEMENT" located adjacent to westernmost end of the Old 20' Access Easement (hereinafter the "Parking and Turnaround Easement"); and

WHEREAS, the party of the first part has agreed to vacate and abandon all of the Old 20' Access Easement except for a small portion thereof located at its westernmost end, adjacent to the Pump Station Lot, and also to abandon the Old Maintenance Access Easement; and

WHEREAS, the small part of the Old 20' Access Easement which is not to be vacated and abandoned is shown on that certain plat entitled, "Exhibit Showing Vacated Ingress/Egress Easement for Liberty University, City of Lynchburg, Virginia & Flat Creek Magisterial District, Campbell County, Virginia", dated September 1, 2021 (Revised June 23, 2022), made by Perkins & Orrison, Engineers – Planners – Surveyors, which plat is attached hereto and to be recorded herewith (the "New Plat"), and which is designated as "PORTION OF EX INGRESS-EGRESS ESMT TO REMAIN" on the "Detail" part of the New Plat (which Detail shows the Pump Station Lot and various easements in detail) (hereinafter the "Ingress-Egress Easement Portion Not Abandoned"); and

WHEREAS, in exchange therefor, the party of the second part has agreed to grant to the party of the first part a new, shorter and more direct easement for access to the Pump Station Lot from Liberty Mountain Drive, which new easement is designated as "NEW 20' INGRESS-EGRESS ESMT" as shown on the "Detail" part of the New Plat, and which is bounded by Lines L2 through L6 (inclusive) as shown on the New Plat (hereinafter the "New 20' Ingress-Egress Easement");

NOW THEREFORE, this Deed FURTHER WITNESSETH that the party of the first part, in exchange for the mutual covenants contained herein, and for other good and valuable consideration, the receipt of all of which is hereby acknowledged, does hereby release, remise, and convey unto the party of the second part, its successors and assigns, all of its rights, title, and interest in and to the Old Maintenance Access Easement, as described above, and does also release, remise, and convey unto the party of the second part all of its rights, title, and interest in and to the all of the Old 20' Access Easement except for that part of the Old 20' Access Easement described on the "Detail" part of the New Plat as "PORTION OF EX INGRESS-EGRESS ESMT TO REMAIN," and referred to above as the Ingress-Egress Easement Portion Not Abandoned.

This Deed FURTHER WITNESSETH that the party of the second part, in exchange for the mutual covenants contained herein, and for other good and valuable consideration, the receipt of all of which is hereby acknowledged, does hereby bargain, sell, and convey unto the party of the first part, its successors and assigns, an easement and right-of-way over, under, and across the New 20' Ingress-Egress Easement described above and as shown on the New Plat, for ingress to and egress from the Pump Station

Lot, from and to Liberty Mountain Drive, and for the construction, operation, repair, and maintenance, replacement, and/or removal by the party of the first part, its agents, successors, or assigns of a roadway and related appurtenances, said roadway to be used for such vehicles and equipment as may be reasonably necessary for the operation, repair, and maintenance, replacement, and/or removal of the facilities of the party of the first part located on the Pump Station Lot and the sanitary sewer and/or water lines located in the 30' Sanitary Sewer & Water Line Easement shown on the Old Plat.

The parties hereto intend that as a result of the mutual conveyances above, the only remaining easement areas for the use of the party of the first part to access the Pump Station Lot on, over, or through LU Parcels 1, 2, and 3 shall be the area included in the New 20' Ingress-Egress Easement as shown on the New Plat, together with the Parking and Turnaround Easement as shown on the Old Plat, and together with the Ingress-Egress Easement Portion Not Abandoned as shown on the New Plat.

The parties hereto further agree as follows:

- 1. The party of the first part shall have all rights necessary or convenient for the full use and enjoyment of the rights herein granted, including without limitation reasonable access to the rights-of-way and the right from time to time to cut or remove trees, underbrush or other obstructions within the right-of-way which may interfere with the rights granted herein.
- 2. The rights-of-way shall not be obstructed by the permanent structure and/or trees and shrubbery which would interfere with the facilities constructed on these rights-of-way, nor shall either party hereto change the grade of the rights-of-way except as may be mutually agreed upon.
- 3. The party of the first part covenants to maintain the rights-of-way in good repair, including the construction and maintenance of water drainage facilities, so that no unreasonable damage to the adjacent land of the party of the second part will result from the party of the first part's use of the rights-of-way.
- 4. The party of the second part may relocate the Sewer/Water Easement, the New 20' Ingress-Egress Easement, the Parking and Turnaround Easement, or the Ingress-Egress Easement Portion Not Abandoned, if in the opinion of the party of the second part any of those easements unreasonably interferes with the present or future use by the party of the second part of the party of the second part's land, subject to the following terms and conditions. If the party of the second part elects to relocate the Sewer/Water Easement, the New 20' Ingress-Egress Easement, the Parking and Turnaround Easement, or the Ingress-Egress Easement Portion Not Abandoned:
 - (i) the party of the second part shall provide the party of the first part with written notice of its election to provide a substitute Easement Area ("Substitute Easement Area") reasonably suited to the party of the first part's needs at no cost to the party of the first part;

- (ii) the party of the second part shall provide the party of the first part with not less than sixty (60) days' prior written notice of the party of the second part's election to relocate the Sewer/Water Easement and of the location of the proposed Substitute Easement Area;
- (iii) upon actual receipt of such written notice, the party of the first part shall have fourteen (14) days in which to review in good faith the party of the second part's proposal for the relocation of the Sewer/Water Easement and the size and location of the proposed Substitute Easement Area and to approve or decline the proposal and to communicate such response in writing to the party of the second part;
- (iv) the party of the first part agrees that, in connection with the review process set forth in Part 4(iii) above, any approval of such proposal for relocation by the party of the second part shall not be unreasonably withheld, conditioned, or delayed by the party of the first part;
- (v) in the event that the party of the first part does not approve the party of the second part's relocation proposal, it shall set forth the specific reasons for the denial in writing, and the parties shall work together in good faith and use their best efforts to find an agreeable solution to the terms of the relocation without condition or undue delay;
- (vi) if and when the parties agree to the terms of the relocation as set forth above, then the party of the second part shall be solely responsible to obtain all required governmental approvals or permits to relocate the easement;
- (vii) the party of the second part shall prepare at its sole cost and expense an instrument accurately setting forth the new location of the easement, which the party of the first and second parts each will execute in form sufficient to allow its recordation in the Clerk's Office of the appropriate Circuit Court;
- (viii) the party of the second part shall promptly pay the party of the first part's costs in relocating the party of the first part's equipment and installations from the area of the Sewer/Water Easement to the Substitute Easement Area, including, without limitation, construction costs and the party of the first part's staff time and costs in connection with the design, construction review and inspection, review of submittals, preparation and testing, attorney services, and other necessary administrative work regarding the relocation; and
- (ix) the party of the second part shall work with the party of the first part to minimize and avoid any potential problem or interruption in the utility services resulting from the relocation of the Sewer/Water Easement area,

and otherwise mitigate any temporary disruption the relocation causes to the party of the first part.

- 5. The parties hereby agree that the rights of the party of the first part in and to the area described as 30' Sanitary Sewer & Water Line Easement (hereinafter the "Sewer/Water Easement"), as shown on the Old Plat, shall not be affected by the terms of this Deed, except as set forth in Paragraph 4 above.
- 6. The grant and other provisions of the easements granted herein shall constitute a covenant running with the land for the benefit of the party of the first part, its successors and assigns.
- 7. It is understood and acknowledged by the undersigned that the making, execution, and delivery of this easement have been induced by no representations, statements, warranties or agreements other than those expressed herein. This agreement embodies the entire understanding of the parties hereto and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to this easement.

---- SIGNATURE PAGE FOLLOWS ---

IN WITNESS WHEREOF, this agreement is signed and sealed as of the date first written above.

Campbell County Utilities and Service Authority

| | By: | | (Seal) |
|--|----------------------|--|---------------|
| | Its: | | |
| | | 1 | |
| | Liberty Universit | y, Inc. | |
| | Ву: | Dr. Robert L. Ritz | CF(Seal) |
| | Its: CFo | Liberty Universit 1971 University Blvd. Lynchb 434-592-4800 / rhritz@lil | Hiro VA 24515 |
| Commonwealth of Virginia City/County of | to_wit | | |
| City/County of | , to-wit. | | |
| The foregoing instru | ment was acknowl | edged before me this | day of |
| Campbell County Utilities ar | nd Service Authority | as | of |
| My commission expi | | | |
| | | | |
| | | Notary Public | |
| | | Registration No. | |
| | | | |
| Commonwealth of Virginia City/ Cou nty of Sync Hou | να, to-wit: | | |
| The foregoing instru Mod L., 2023 Liberty University, Inc. | ment was acknowle | edged before me this <u>a3</u> *Rity as <u>CFO</u> | day of of |
| My commission expir | res: 5-31-202 | 5 | 5 |
| NOTARY PUBLIC REG. # 364636 | | Motary Public Registration No. 3646 | 56 36 |

IN WITNESS WHEREOF, this agreement is signed and sealed as of the date first written above.

Campbell County Utilities and Service Authority

| I | By: Tinty | Engineer (Seal) |
|---|--|---|
| | Liberty University, | • |
| | By: | |
| Commonwealth of Virginia City/County of Carrelo County The foregoing instrum | | ged before me this _/O day of |
| Campbell County Utilities and TURNER NOTARY THE foregoing instrum. , 202. | 3 by <u>Jurnathy</u> R. (Service Authority. | as <u>Utilities</u> Engineuof |
| PUBLIC REG. #7592555 * E MY COMMISSION EXPIRES 11.30/202/3. | | Heith Surner Staton Notary Public Registration No. 759255 |
| Commonwealth of Virginia City/County of | , to-wit: | |
| | nent was acknowledg by | ged before me this day of as of |
| Liberty University, Inc. My commission expire | es: | |
| , | | |
| | | Notary Public Registration No |

SCHEDULE A

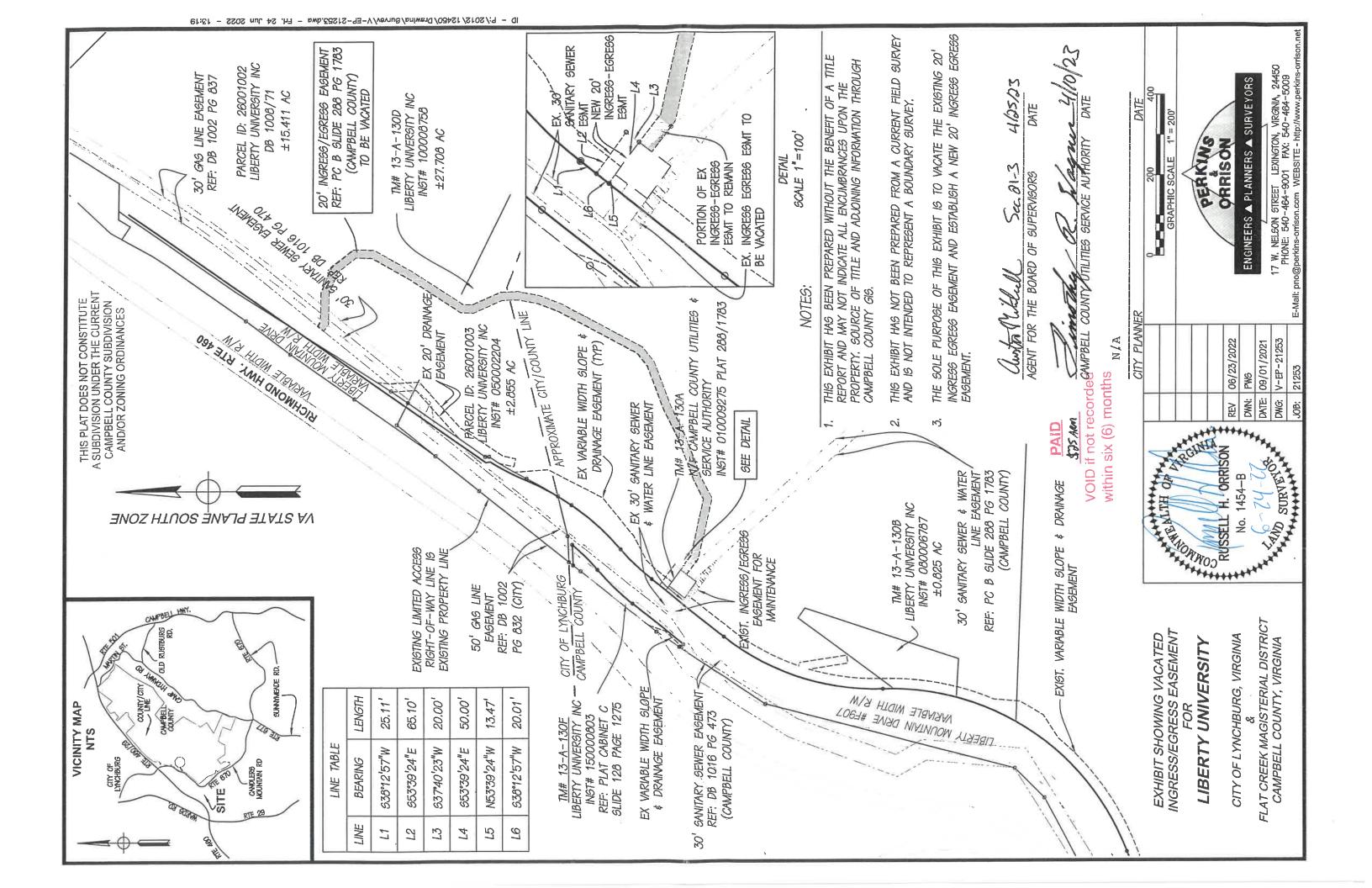
All that certain parcel of land, together with the appurtenances thereunto belonging, situate, lying and being in Flat Creek Magisterial District, Campbell County, Virginia, containing 0.0574 Ac., by survey, and designated as PARCEL "A", on a plat of survey entitled, "PARCEL 'A' (WASTEWATER PUMP STATION LOT), INGRESS, EGRESS EASEMENT FOR MAINTENANCE ADJOINING PARCEL 'A', PARKING AND TURNAROUND EASEMENT, 20' INGRESS, EGRESS EASEMENT FOR ACCESS AND 30' SANITARY SEWER & WATER LINE EASEMENT", dated May 18, 2001 (Revised August 11, 2001), made by Acres of Virginia, Inc., Surveyors - Engineers - Planners & Soil Consultants, which plat is attached to and recorded with the deed next mentioned below, in Plat Cabinet B, Slide 288, page 1783.

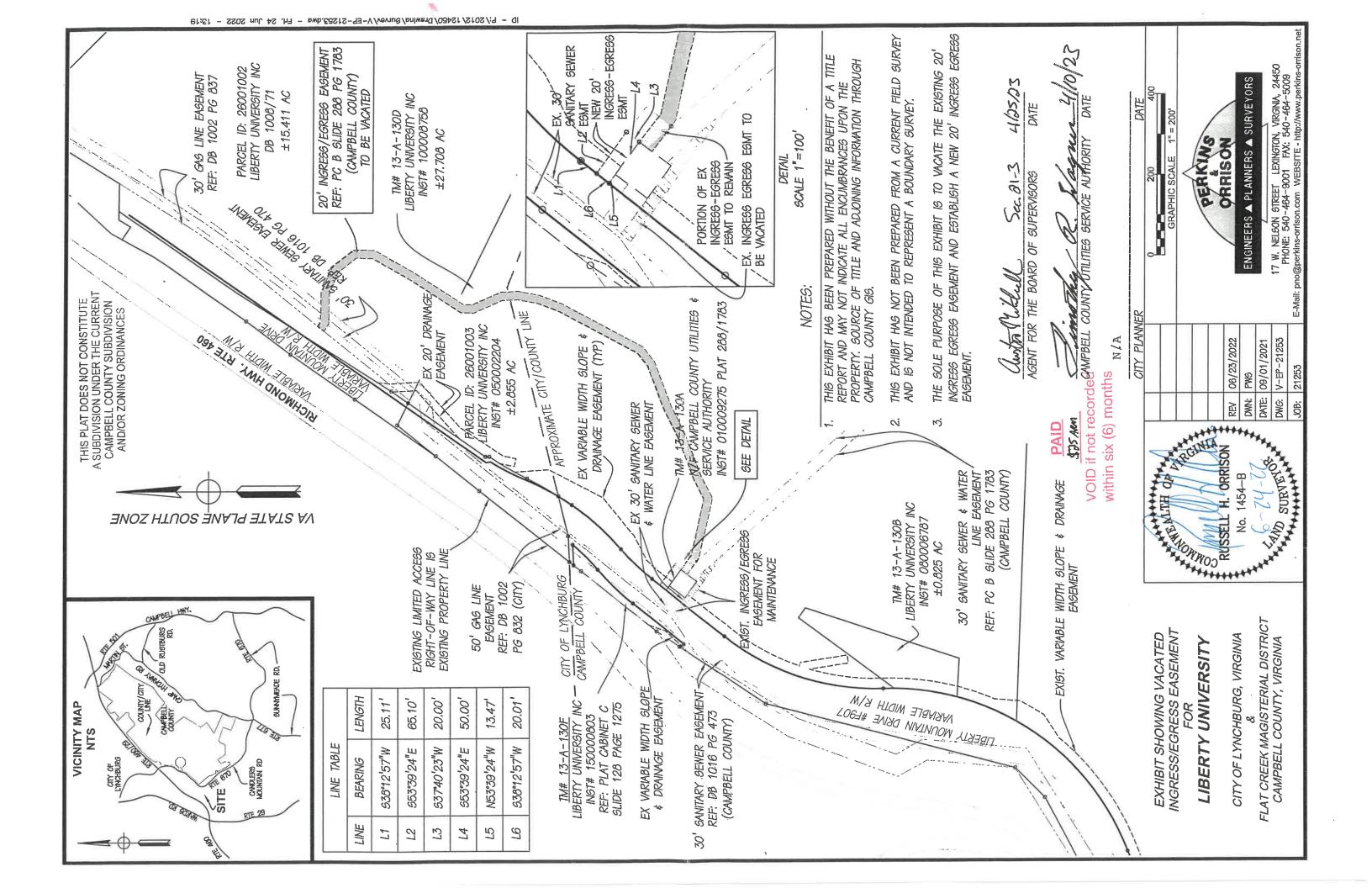
This is the same property conveyed from Sam K. Pate, et al., Trustees of Thomas Road Baptist Church, to Campbell County Utilities and Service Authority, by deed dated December 6, 2001, which deed is of record in the Clerk's Office of the Circuit Court for Campbell County, Virginia as Instrument No. 010009275.

INSTRUMENT 230001848
RECORDED IN THE CLERK'S OFFICE OF
CAMPBELL COUNTY CIRCUIT COURT ON
APRIL 26, 2023 AT 01:34 PM
VALERIE P. YOUNGER: CLERK
RECORDED BY: TMR

EXHIRIT SHOWING VACATED

INSTRUMENT 230002457
RECORDED IN THE CLERK'S OFFICE OF
LYNCHBURG CIRCUIT COURT ON
MAY 2, 2023 AT 02:48 PM
TODD SWISHER, CLERK
RECORDED BY: ARG





Carter Machinery Company, Inc 1330 Lynchburg Turnpike, Salem, Va 24153

10/15/2024 Quote#: GBO109968-SPS

CCUSA Flat Creek PS USING SOURCEWELL CONTRACT PRICING - #092222- CAT

Troy Kincer Phone: (540) 682-2011

Mobile: (540) 761-9172

SOURCEWELL CONTRACT ITEMS

BASE MODEL

- EPA STATIONARY EMERGENCY CERTIFIED- EPA TIER 3 & CARB EMISSIONS LEVELS (PER EPA NSPS RULE)
 - copped [CAT D250GC, 277/480v, 60Hz ENGINE-GENERATOR SET 3-PHASE]

ATTACHMENTS

- EMISSION CERTIFICATION
 - o CERTESE [EPA STATIONARY EMERGENCY]
- UL LISTING
 - o ULLIST [UL2200 LISTED]
- VOLTAGE INDICATOR
 - o 60H0480 [277/480V]
- APPLICATION INDICATOR
 - STANDBY [STANDBY RATING]
- CONTROL PANEL
 - GCCP12 [GCCP 1.2 AUTOSTART CONTROL PANEL]
 - o EMCCAS3 [VOLT FREE ALARM CONTACTS AND GEN RUN RELAY]
- GENERATOR ATTACHMENTS
 - o OGNSEDA [CAT M2754L4 SE DA GENERATOR, 105 DEGREE C TEMP RISE]
 - SHK0012 [ANTI-CONDENSATION HEATER FOR GENERATOR END]
 - PMEXC13 [PERMANENT MAGNET EXCITATION]
- CIRCUIT BREAKER ADJUSTABLE TRIP
 - O CBK0716 [400A/3P/100% RATED, LSI ELECTRONIC ADJUSTABLE TRIP]
 - O AUX CONTACTS AND 24V SHUNT TRIP INSTALLED
 - SUSE [NEUTRAL BAR INSTALLED]
- COOLING / HEATING SYSTEM
 - o STDRAD [RADIATOR INSTALLED]
 - WHHH01 [JACKET WATER HEATER PUMP STYLE]
- ENCLOSURE
 - o ENCSAR1 [SA LEVEL 2 WHITE WITH MUFFLER]
 - o 74dBA AT 23' FT
- FUEL TANK
 - FTDW035 [600 GALLON UL142 INTEGRAL FUEL TANK]
 - 28HRS AT 100% LOAD, 35HRS AT 75% LOAD, 47HRS AT 50% LOAD.
 - o 156" L X 57" W X 98" H & APPROX. WEIGHT IS 7,800LBS (WITHOUT FUEL)
 - o FAHL90 [AUTO ALARM (90%)]
 - FFLCK [FUEL TANK FILL PIPE & LOCK CAP]
- AIR CLEANER
 - o STDAIR [AIR CLEANER INSTALLED]
- STARTING/CHARGING SYSTEM
 - o BTC1028 [BATTERY CHARGER 10A, NFPA 110 COMPLIANT]
 - o BAT2462 [1000CCA WET 90A/HR BATTERIES INSTALLED]
- TESTS/REPORTS
 - o STDTEST [STANDARD 0.8 POWER FACTOR FACTORY TEST PRIOR TO SHIPPING]
- MISC
 - o PL444 [PRODUCT LINK 4G LTE TELEMATICS]
 - o GFCICS1 [20A GFCI (CONTROL SIDE]
 - o LDC100A [100AMP LOAD CENTER]
 - ANNRO1 [REMOTE ANNUNCIATOR]
 - o EMGSTP1 [REMOTE E-STOP]

CAT LIST PRICE: \$96,226.00

SOURCEWELL 31% DISCOUNT: -\$29,830.06

SOURCEWELL MEMBER GENERATOR ONLY CONTRACT PRICE...... \$ 66,395.94

SOURCED GOODS & SUPPORT SERVICE PRICE ITEMS

- ASCO 300 SERIES 600A, 480V, NON-SERVICE RATED, 3-POLE, OPEN TRANSITION IN A NEMA-3R OUTDOOR ENCLOSURE WITH HEATER.
 - TWO YEAR WARRANTY STARTS WHEN THE ATS SHIPS FROM THE FACTORY.
- FIVE (5) YEAR/2,500HR CAT (GENERATOR) ESC PLATINUM WARRANTY (NO DEDUCTABLES)
- STANDARD FIELD STARTUP DURING OUR NORMAL WORKING HOURS. (NO FUEL INCLUDED)
- NFPA110 RESISTIVE LOAD BANK TEST DURING OUR NORMAL WORKING HOURS. (NO FUEL INCLUDED)
- TRAVEL TO/FROM SITE
- FACTORY AND LOCAL FREIGHT
- DELIVERY TO JOBSITE
- OFF LOADING EQUIPMENT BY OTHERS AND NOT INCLUDED

LIST PRICE FOR SOURCED GOODS & SUPPORT SERVICES: \$ 25,860.91 SOURCEWELL 5% DISCOUNT: -\$ 1,293.05

TOTAL SOURCED GOODS & SUPPORT SERVICES PRICE ITEMS: \$ 24,567.86*

TOTAL CUSTOMER NET PRICE, F.O.B. Jobsite...... \$90,963.80

Does not include any applicable Va taxes

FACTORY LEAD TIME:

- GENERATOR: 20-24 WEEKS AFTER RELEASE OF ORDER.
- ATS: 8-10 WEEKS AFTER RELEASE OF ORDER.

RELATED ITEMS NOT INCLUDED:

- OFF-LOADING EQUIPMENT AT SITE.
- EXISTING GENERATOR ON SITE. LOGISTICS, SERVICING, ETC....
- CCUSA IS RESPONSIBLE FOR ANY AND ALL NEW DIESEL FUEL FOR START-UP, COMMISSIONING, AND FINAL FILL.
- ANY ADDITIONAL ITEMS INCLUDING COORDINATION STUDY, ARC FLASH STUDY, NETA/3RD PARTY TESTING, INFRARED SCANNING, ADDITIONAL TESTING, OR SPARE PARTS ARE NOT INCLUDED.

CLARIFICATIONS/DEVIATIONS/EXCEPTIONS:

- 1.5-ALL NETA TESTING BY OTHERS AND NOT INCLUDED.
- 2.2.M.2-ALL NAMEPLATES BY OTHERS AND NOT INCLUDED.
- 3.1-ALL INSTALLATION BY OTHERS AND NOT INCLUDED.
- 3.2-ALL CONNECTIONS BY OTHERS AND NOT INCLUDED.
- 3.3-ALL IDENTIFICATION BY OTHERS AND NOT INCLUDED.
- 3.5-WE WILL PROVIDE (2) HOURS OF TRAINING DURING OUR STARTUP PROCEDURE.

NOTES AND COMMENTS:

- THE CONTENT OF THIS PROPOSAL IS INTENDED SOLELY FOR THE USE OF SOURCEWELL MEMBERS AND MAY CONTAIN PRIVILEGED INFORMATION WHICH SHOULD BE TREATED AS CONFIDENTIAL.
- THIS PROPOSAL IS BASED ON UTILIZING <u>SOURCEWELL CONTRACT #092222-</u>CAT, WHICH MUST BE REFERENCED ON THE PURCHASE ORDER.
- ALL WORK TO BE DONE DURING NORMAL BUSINESS HOURS.

TERMS:

- NET THIRTY DAYS WITH APPROVED CREDIT
- DUE TO SIGNIFICANT INCREASES IN MATERIAL COSTS FOR ITEMS SUCH AS COPPER, BRASS, ALUMINUM, AND STEEL, CARTER MACHINERY RESERVES THE RIGHT TO PASS ON PRICE INCREASES IN THE FORM OF A MATERIALS SURCHARGE. IF CARTER MACHINERY'S COST INCREASES BETWEEN THE DATE OF THIS QUOTATION AND THE RELEASE OF THE PRODUCT FOR PRODUCTION, CARTER MACHINERY MAY ADD A MATERIALS SURCHARGE TO COVER THE INCREASE. SUCH MATERIALS SURCHARGE WILL CARRY THE SAME TERMS AND CONDITIONS AS THE OTHER ELEMENTS OF THIS QUOTATION AND THE INVOICING THEREIN.

OUOTE IS GOOD FOR 30 DAYS FROM ABOVE DATE

CARTER MACHINERY CO., INC.

By: <u>Troy Kincer</u>

Troy Kincer - Power Systems Sales Representative