CITY OF COALINGA
The Sunny Side of the Valley

SPECIAL
CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY MEETING AGENDA

June 30, 2020
9:00 AM

The Mission of the City of Coalinga is to provide for the preservation of the community character by delivering quality, responsive City services, in an efficient and cost-effective manner, and to develop, encourage, and promote a diversified economic base in order to ensure the future financial stability of the City for its citizens.

Notice is hereby given that the City Council will hold a Special Meeting, on June 30, 2020 via webinar only. The webinar address for members of the public is https://www.bigmarker.com/griswold_lasalle/June-30-2020-Coalinga-Council-Special-Meeting. Persons with disabilities who may need assistance should contact the City Clerk at least 24 hours prior to the meeting at 935-1533 x113. Anyone interested in translation services should contact the City Clerk at least 24 hours prior to the meeting at 935-1533 x113. The Meeting will begin at 9:00 a.m. and the Agenda will be as follows:

1. CALL TO ORDER

1. Pledge of Allegiance
2. Changes to the Agenda
3. Council's Approval of Agenda

2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS (NONE)

3. CITIZEN COMMENTS

This section of the agenda allows members of the public to address the City Council on any item within the jurisdiction of the Council. Members of the public, when recognized by the Mayor, should come forward to the lectern, identify themselves and use the microphone. Comments are normally limited to three (3) minutes. In accordance with State Open Meeting Laws, no action will be taken by the City Council this evening and all items will be referred to staff for follow up and a report.

4. PUBLIC HEARINGS (NONE)

5. CONSENT CALENDAR

1. Approve Purchase of New Emergency Generator for Fire Station

6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS (NONE)

7. ANNOUNCEMENTS

1. City Manager's Announcements
2. Councilmembers' Announcements/Reports
3. Mayor's Announcements

8. FUTURE AGENDA ITEMS

9. CLOSED SESSION (NONE)

10. CLOSED SESSION REPORT

Closed Session: A "Closed" or "Executive" Session of the City Council, Successor Agency, or Public Finance Authority may be held as required for items as follows: personnel matters; labor negotiations; security matters; providing instructions to real property negotiators; legal counsel regarding pending litigation; and protection of records exempt from public disclosure. Closed session will be held in the Administration Building at 155 W. Durian Avenue and any announcements or discussion will be held at the same location following Closed Session.

11. ADJOURNMENT

STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY

Subject:	Approve Purchase of New Emergency Generator for Fire Station
Meeting Date:	June 30, 2020
From:	Marissa Trejo, City Manager
Prepared by:	Dwayne Gabriel, Fire Chief

I. RECOMMENDATION:

Chief Gabriel recommends approving the purchase of a new 100 KW Emergency Generator for the fire station.

II. BACKGROUND:

The current generator is a 15 KW generator purchased in 1995. This generator only provides power to a couple of lights and outlets in each room, and to the outlets in the communications room. We had numerous problems with this generator last fall, which required numerous service calls and the generator being out of service for about 2 ½ months. The service company indicated they were having difficulty finding parts to repair the generator because the generator was "obsolete."

III. DISCUSSION:

When the fire station was built in 1985, it was equipped with an emergency generator (10 KW) from the old station that powered a few lights and outlets in each room. This was accomplished by all of these emergency circuits running to one electrical panel that the generator provided power to. This original generator was replaced with a 15 KW generator in 1995, that powered the same electrical panel.

Besides the current generator being out of service for an extended period for repairs last fall, we are also faced with a new threat. When Pacific Gas and Electric started the policy of Public Safety Power Shutoffs during high fire danger periods, we are now faced with the possibility of the town loosing power for multiple days at a time. Because the current generator does not power air conditioning or kitchen equipment, this could present a health and safety issue for our employees, as well and making the station nonfunctional for 24-hour shifts.

One of issues we have faced with the conversion of the training room to the Emergency Operations Center is lack of emergency power. The training room was originally designed as a barracks, so only two of the lights and one outlet was connected to the emergency generator. The new generator would eliminate the need for rewiring the room, since all outlets in the station would have emergency power available, and it will provide air conditioning for the entire fire station.

Vendors for the three major brands of generators were contacted to get bids. The vendors for

Cummins and Generac both replied they did not have a generator of the capacity we need that would fit in the space we need it to fit in.

We are asking approval to purchase the generator and transfer switch under the current budget because we have sufficient money to make the purchase. The project to replace the generator will require an electrical engineer to design the connection and hiring an electrician to do the work. This would be accomplished next fiscal year and can be accomplished within the budget that has been approved.

IV. ALTERNATIVES:

1. Not replace the generator and try to function within the limitations and reliability of the current generator.

V. FISCAL IMPACT:

The cost of purchasing this equipment is $46,311, and there is money in the 2019-20 budget to cover the purchase.

ATTACHMENTS:

File Name	Description
ProposalForQuote30762619_6-25-2020.pdf	Quote

6/25/2020

Attn:
Dwayne Gabriel
Fire Chief
Coalinga Fire Department
(559) 935-1652
Fax (559) 935-1638

Quote: 30762619**_rv2**

Re: City of Coalinga

We are pleased to submit this quotation for the following quality equipment:
Project Number: City of Coalinga Fire Station
Terms: Net Cash, See T &C's below
F.O.B.: Jobsite, offloading by others.

Larger Tank Quote

Model: C4.4PGABR
Quantity: 1
Rating: 100kW
Frequency: 60 Hz
Voltage: 240 V

The following features will be included:

Quantity	Characteristic Name	Feature Code	Feature Description
1	PGS EMISSION CERTIFICATION	CERTESE_I	EPA STATIONARY EMERGENCY
1	VOLTAGE OPTION	VOP622_I	60HZ 1PH 240/120V VOP622
1	APPLICATION INDICATOR	STANDBY_I	STANDBY POWER
1	ENGINE RATING	KW00100_I	60 Hz, 100 kW
1	CONFIGURATION	NAC220P_I	D100-8S 60HZ 240V
1	GENSET CONTROLLER LANGUAGE	LANENGC_I	ENGLISH PANEL LANGUAGE
1	UL LISTING	ULLIST_I	UL 2200 LISTED PACKAGE GEN SET
1	SEISMIC CERTIFICATION	IBCSCCA_I	IBC_SEISMIC CERT OF COMPLIANCE
1	DECAL LANGUAGE	LANENGO_I	ENGLISH INSTRUCTION LANGUAGE
1	EXTENDED SERVICE COVERAGE	ESCNONE_I	STANDARD WARRANTY
1	MARKET SEGMENT CODES	MSEPGGN_I	GENERAL EPG
1	SUB-MARKET SEGMENT CODES	MSCEC77_I	PUBLIC OR CIVIL SERVICES
1	MARKET WORK CODE	MWCODEF_I	STANDBY POWER
1	ALTERNATOR	OGNSP05_I	LCB3114F 60Hz PH1 ALT 05
1	VOLTAGE REGULATOR	PMEXCI3_I	PERMANENT MAGNET EXCITATION

Quinn Power Systems

Quinn Power Systems - Fresno
10273 S Golden State Blvd

Selma California 93662

559-896-4040

1	ALTERNATOR TEMPERATURE RISE	GENT130_I	130C TEMP RISE OVER 40C AMB
1	BASE TYPE (MOUNTING OPTION)	FSBT_I	SKID WITH FUEL TANK
1	SUB BASE FUEL TANK	FSBTD48_I	FUEL SUB-BASE TANK 394 GALLON
1	FUEL TANK OPTIONS	FSCO5G_I	5 GALLON SPILL CONTAINMENT
1	FUEL VENT PIPE	FVP12FT_S	Standard vent pipe 12ft Extens
1	EMERGENCY FUEL VENT PIPE	FFULEV3_I	EMERGENCY VENT UL-3"
1	FUEL LEVEL ALARMS / SD	FSS_I	Fuel Level Alarms / SD
1	ENCLOSURE	WPIB_I	WEATHERPROOF ENCLOSURE (B)
1	GENSET ENCLOSURE COLOUR SCHEME	CAT_I	CAT Yellow / Black
1	ENCLOSURE DOOR OPTION	PVW2_I	PANEL DOOR W/ VIEWING WINDOW
1	CONTROL PANEL MODEL	EMCP42B_I	EMCP4.2B CONTROL PANEL
1	NFPA110 BUNDLE	NFPA_I	NFPA BUNDLE
1	BATTERY OPTIONS	STDBAT_I	STANDARD BATTERY
1	BATTERY CHARGERS	PBC10NU_I	NFPA BATT CHARGER UL10A 120VAC
1	JACKET WATER HEATER	WHH_I	JACKET WATER HEATER
1	COOLANT LEVEL SHUTDOWN	WSS1_I	LOW COOLANT LEVEL SHUTDOWN 1
1	VIBRATION ISOLATORS	VIB4C_I	SEISMIC VIBRATION ISOLATOR (C)
1	LOW COOLANT TEMPERATURE ALARM	WCA1_I	LOW COOLANT TEMP ALARM.
1	PANEL MOUNTED AUDIBLE ALARM	PAA1_I	PANEL MOUNTED AUDIBLE ALARM
1	CONTROL PANEL OPTIONS BOX	CPOB_I	CONTROL PANEL OPTIONS BOX
1	HARNESS FOR ENGINE OPTIONS	ENGOPT_I	ENGINE OPTION HARNESS
1	CIRCUIT BREAKER SELECTION	SINGLE_I	SINGLE CIRCUIT BREAKER
1	1ST CIRCUIT BREAKER	CB0604B_I	600A 100% RATED BREAKER
1	SUSE DECALS	SUSE_I	SUSE DECALS AND FILMS
1	SUSE BAR & LABEL FOR 1ST CB	SUSE1C_I	SUSE FOR 1ST CB 600A TO 800A
1	SUSE BAR & LABEL FOR 2ND CB	NOTRQD_I	NOT REQUIRED.
1	AIR CLEANER (ENGINE)	ACLSS01_I	CARTRIDGE TYPE AIR FILTER
1	RADIATOR	STDRAD_I	STANDARD RADIATOR
1	MUFFLERS	CAN_I	ENCLOSURE SILENCER
1	TESTING - GENERATOR SET	TST0035_I	TEST - PKG GEN SET 1.0 PF

Dealer provided components and services:

Quantity	Category	Description	Number
1	SRV	C1.5-C7.1 - NFPA 110 STARTUP	C1.5-C7.1-1

Quinn Power Systems

Quinn Power Systems - Fresno
10273 S Golden State Blvd

Selma California 93662

559-896-4040

ASCO AUTOMATIC TRANSFER SWITCH

#1	ATS	AMPS: 0600	QTY: 1

Product	:	Series 300	Catalog Number	:	J03ATSA20600FG0F
Service Voltage / Hz	:	240V/60Hz	Optional Accessories	:	
Bypass Isolation	:	Not Applicable	Product Description	:	300 Series, Automatic Open Transition Transfer Switch
No. of Switched Poles	:	2	Neutral Configuration	:	Solid [A]
Withstand Rating: Frame = J, Switch Rating = 0600, Series = 300	:	See WCR table below	No. of Cables & Lug Size	:	2, 1/0 AWG to 600 MCM
Enclosure	:	3R(F)-UL Type 3R Enclosure (See Disclaimer 3)	Service	:	Single Phase, 3-wire
Extended Warranty	:	Not Included	Markings	:	

Total Price: USD 46,311.00

Availability & Lead Times:

Submittals: Estimated (2-6 Weeks) on receipt and approval of purchase order. (1 electronic copy)
Equipment: Estimated (12-14 Weeks) for factory build time after submittal approval.
Modifications: Estimated (Additional time TBD) additional time will vary depending on 3rd party or Quinn shop schedule and scope of work.
Not included: Unforeseen factory delays, transit time from factory or vendor and/or delays due to project site readiness.
** Equipment prices and lead times are subject to change without notice.**

Thank you for the opportunity to quote. We look forward to your valued business.

Sincerely,

George Ayala
Sales Representative
Retail Generator & Industrial Engine Sales

Quinn Power Systems

Quinn Power Systems - Fresno
10273 S Golden State Blvd

Selma California 93662

559-896-4040

559-351-9630
georgeayala@quinnpower.com

Terms & Conditions:

EMISSIONS NOTE

- **"The generator in this bid contains an engine that meets both California's stationary airborne toxic control measure (ATCM) and EPA's New Source Performance Standards (NSPS). The San Joaquin Valley Air district may indicate a Tier 4 Final engine could be required; however, the selective catalytic reduction device on a Tier 4 Final engine does not typically function during short run times and light load that is typical of emergency engines when they are run for maintenance or during an actual emergency. As a result, the NOx output of a Tier 4 Final engine is typically higher than the standard Tier 3 engine provided in this bid. In addition to potentially higher NOx emissions, the Tier 4 Final engines are higher in price. After-treatment systems can also pose potential issues with engine derate or shutdown if these systems malfunction."**

- **"California Air Resources Board (CARB) has approved alignment with the federal New Source Performance Standards (NSPS). Such alignment allows for emergency standby engines to be exempt from Tier 4 emissions standards; however, local air districts can require more stringent emissions control. The prospective buyer of the equipment quoted above is hereby notified the NSPS exemption does not apply to non-emergency standby engines (e.g. prime power applications such as peak shaving, parallel operation with the grid, or storm avoidance), or portable engines, even if used for emergency standby. Consult the local air district for permitting requirements and required emissions controls. Presently, South Coast Air Quality Management District (SCAQMD) Rule 1470 requires the use of a particulate filter if an engine is located within 100 meters of a school, and may require either a diesel particulate filter or an oxidation catalyst, depending upon engine size, if the installation is within 50 meters of a sensitive receptor. Particulate filters may also be required for Title V and major polluting facilities. For emissions requirements specific to the project for which this engine is being quoted, please contact SCAQMD at 909-396-2000. Unless otherwise listed above a DPF is not included in this proposal, please call for quotation if a DPF is required for this project."**

- **Caterpillar engines require a minimum of 30% load to prevent engine damage due to wet-stacking. Depending upon the permit and site specific conditions, SCAQMD emergency engine permits will only allow between 20 and 50 hours of runtime per year for non-emergency applications such as testing and exercising. Passive Diesel Particulate Filter systems depend on generator loading of a minimum of 50-60% to achieve minimum exhaust temperature threshold to keep soot regeneration and the filter backpressure within acceptable levels. If the engine will be operated consistently at low loads/low exhaust temperatures, the customer should make provisions to add load via facility operations or a load bank. Active Diesel Particulate Filter systems require no external load in order to regenerate. If listed above, Passive DPF option pricing, does not include a load bank or a load bank circuit breaker. If a load bank is needed for this project, please call for quotation.**
- **please call for quotation.**

TERMS AND CONDITIONS

1. Acceptance of Order.
This Quotation is for Buyer's information only and is not a valid offer to sell unless signed by an authorized representative of Seller in the place provided on the face of this Quotation. Prices, terms and conditions in an order from Buyer, which are inconsistent with the prices, terms and conditions of this Quotation, will be rejected by Seller, and are of no force and effect unless accepted in writing by Seller. Prices, delivery schedules and the scope of work on this Quotation are subject to change at Seller's discretion.

2. Liability.
Seller's liability on any claim of any kind, including claims for negligence, or for any loss or damage arising out of or connected with the manufacture, sale, delivery, installation, resale or use of any products covered by or furnished under any order connected with this Quotation shall be limited to those claims arising solely from the acts of Seller and Seller shall in no way be liable for any special, indirect, incidental or consequential damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. Buyer expressly acknowledges and agrees that Seller has set its prices in reliance upon the limitations of liability and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties. Any claims against Seller for shortages in shipments shall be made in writing to Seller within fifteen (15) days of receipt of shipment by Buyer. Unless otherwise provided for in writing, Seller's responsibility for shipment ceases upon delivery to carrier, and any claims for shortage, delays or damage occurring thereafter shall be made direct to carrier by Buyer. Seller shall not be liable for any delays in delivery attributable to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation, delays in delivery of component materials, floods, severe weather, or Acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of Seller. Seller shall not indemnify nor be liable to Buyer, Buyer's assigns, successors, purchasers, lessees or licensees, or to any person or entity for any claims, losses, expenses or judgments arising out of or resulting in any way from the product or integration of compatibility of the product with any other components, processes, facilities or equipment that does not comply with the equipment manufacturer(s)'s recommendations.

3. Shipments.
Unless otherwise specified, all risk of loss from the goods shall shift to Buyer at such time as the goods are delivered to a carrier for shipment to Buyer. Unless otherwise specified, shipment dates are approximate and all quoted prices exclude shipping costs. Shipment of goods under any order accepted by Seller shall be subject to the approval by Seller of Buyer's financial condition at the time of shipment. Whether or not terms of payment are specified elsewhere, Seller may, at its option, condition shipments under any order accepted by Seller upon receipt of satisfactory security or of cash prior to shipment. If, at Buyer's request, shipment of goods under any order accepted by Seller is delayed more than thirty (30) days after the shipment date specified in the order, or the date the goods are ready for shipment, whichever is later, Seller will require immediate payment in full and/or assess additional charges for the expenses incident to such delay.

4. Termination.
In the absence of a written agreement between Buyer and Seller expressing different terms and conditions as to termination, any order accepted by Seller may be terminated prior to completion by Buyer only upon written notice to Seller and payment of Seller's termination charges. If notice of termination is received by Seller after Seller has committed to buy the principal components for any order, termination charges shall include all direct and indirect costs incurred by Seller and the total profit anticipated by Seller. Additionally, Buyer's instruction to Seller to stop work for thirty (30) days during the time specified for performance in any order may be construed by Seller as the equivalent of written notice of termination from Buyer and previous stipulations will be in effect.

5. Taxes.
Unless expressly stated, Seller's prices do not include sales, use, excise or similar taxes, which Seller may be required to pay in filling Buyer's order. The amount of any applicable tax shall be paid by Buyer as an additional charge unless specifically included in any order accepted by Seller, or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

Quinn Power Systems

Quinn Power Systems - Fresno
10273 S Golden State Blvd

Selma California 93662

559-896-4040

6. Patents.

Seller shall, at its own expense, defend and save Buyer harmless from the expenses and consequences of any suit or procedure brought against Buyer, based on a claim that the use or sale of goods specified in any order accepted by Seller constitutes an infringement of any United States letters of patent in existence on the date of any such order; provided Buyer promptly notifies Seller in writing of such claim and gives the necessary authorization, information and assistance for the defense of such a claim.

7. Changes.

Seller, and Seller's suppliers, may, at any time, without notice to Buyer, make changes (whether in design, materials, the addition of improvements, or otherwise) in any goods specified in any order accepted by Seller without incurring any obligation of any kind as a result thereof, but only to the extent that such change does not cause the goods specified to fail to meet Buyer's requirements. Buyer may, in its order, provide for changes in its requirements with provision for a corresponding equitable change in the price, if any; but in no instance shall Buyer make changes, which are substantially different from the scope of the original order accepted by Seller.

8. Export Sales.

In the event the goods and services specified in any order accepted by Seller are for export, the Buyer shall be responsible for securing export, import and other licenses or authorizations as may be required. The conditions specified in this Section apply to all export transactions. This transaction is only for the sale of the equipment requested and detailed in this Quotation. Not included is any startup assistance, field-testing, training or any other services that might be required on site. Also not included is any installation, installation audits, sea trials (if applicable), or installation materials. To ensure proper application, installation, and warranty integrity, Buyer is encouraged to contact the applicable Caterpillar Dealer for these services. The costs of these services are not included in the sale price nor will Seller be responsible for any such related costs.

9. Permits for Equipment Design, Installation and Operation.

As a supplier of equipment, disclaims responsibility for any and all permits or licenses necessary to design, install and operate the equipment due to zoning, air quality, environmental, safety, building or construction codes or use permits pertaining to Buyer's particular application of such equipment or any similar type of permit.

Special attention should be given to the requirements of local air district rules and California Air Resources Board (CARB) regulations pertaining to permit requirements. Seller is quoting on equipment based on the specifications set forth in this Quotation. If additional equipment or engine modifications are required beyond the specifications, such as additional equipment required for compliance by a local air district or CARB, those items are not included and are the responsibility of Buyer. For example, South Coast AQMD (SCAQMD) Rule 1470 may require controls and limits on particulate matter, especially when the engine installation is within 100-meters from a school, or within 50 meters of a sensitive receptor (defined in Rule 1470). Ultra low sulfur fuel is required for particulate filters. CARB Diesel Fuel, or other CARB-approved alternative fuel, is also required for compression ignition (CI) engines operated in California. When indicated in the bill of materials, the proposed equipment may be SCAQMD pre-approved as Certified Equipment. This certification does not eliminate the permit process or responsibility of others to obtain a permit. Procurement of certified equipment assures permitability, reduces the permit processing fees and reduces the time necessary to obtain the permit through SCAQMD.

10. Start-up, Commissioning and Operating Requirements.

Equipment provided in this Quotation may require start-up and commissioning, including inspection(s), to ensure the equipment is installed in accordance with manufacturer(s)'s recommendations and specifications. If Seller has commissioned the equipment, Buyer agrees not to modify the design or components of the installation such that the modifications would violate any legal requirements of the installation, or would cause the installation to deviate from manufacturer(s)'s recommendations and specifications. Buyer acknowledges and agrees that, with respect to products sold to Buyer in connection with this Quotation, Buyer shall have the sole responsibility to ensure the products are properly installed, operated and maintained in accordance with the manufacturer(s)'s recommendations and specifications, and to determine and comply with all applicable Federal, state, local and regulated use restrictions and requirements, including, without limitation, the continuing responsibility to ensure that the use of product is in full compliance with all applicable environmental laws and regulations. Failure to install, operate and maintain the products in accordance with the manufacturer(s)'s recommendations and specifications will invalidate any applicable manufacturer's warranty.

11. Additional material.

Only those items listed in this Quotation are included with any order. For example, unless specifically identified in this Quotation, the following items are not included with any purchased equipment: any exhaust or fuel piping, main fuel tank, fuel, duct work, special tools, insulation, wiring, cable, bus duct, concrete, anchor bolts, rigging or any material or labor incidental to the installation itself. Buyer specifically assumes responsibility for the provision of any such items if not specifically identified in the Quotation.

12. Hours of services.

When included, delivery, startup assistance, field testing, training or any other services required on site will be provided during the normal weekday working hours of 7:00 am to 4:30 pm. Delivery or services occurring at any other time, weekends or holidays is subject to premium charges.

13. Warranty.

The equipment manufacturer's warranty is the only warranty provided in connection with the equipment described in this Quotation. Buyer is responsible for operating and maintaining the equipment as specified by the manufacturer. The manufacturer's warranties are exclusive and in lieu of all other warranties either oral or written, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. Seller 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. Buyer, Buyer's assigns, successors, purchasers or any other person designated to operate the equipment as the end user, is responsible for operating the equipment in accordance with manufacturer(s)'s recommendations and specifications. Failure to perform all scheduled maintenance may result in damage to the equipment, and may be grounds to deny warranty coverage.

14. Terms.

Terms of payment are due upon receipt of invoice with no deductions of any kind for retentions, setoffs, discounts or other similar items. A finance charge of 1.5% per month (not to exceed the maximum allowed by law) will be charged on all past due invoices. When necessary Seller will file a California "Preliminary 20-day notice" pursuant to Section 3097 of the California Civil Code.

15. Cost additives.

A: Unit Cost.

Quotation prices are valid for 30 days only and are based on current market prices as of date of quotation. The Seller reserves the right to adjust the final invoice with a price escalation up to 6% due to 1) purchase orders being received after expiration of quotation, 2) fluctuations in raw materials market prices at time of order, 3) labor rate increases at time of scheduled field services, 4) delays in submittal approvals and/or release of equipment or 5) additional items or services provided that were not included as part of the original quotation. Since final invoicing can and may take place up to a year or more from original quotation date.

B: Delays.

If delivery is delayed by customer Buyer beyond original shipment date, purchase price is due 30 days after original shipment date and a storage and handling charge will be applied and is due each month until delivery. Finance charge of 1.5% per month (not to exceed the maximum allowed by law) is applicable on any amounts arising hereunder or in connection herewith that are not paid when due.

C: Start up.

If construction of the facility or other delays are experienced or expected, which prohibit the initial startup of the equipment beyond one year from delivery additional costs may be imposed including, but not be limited to, long term storage preparation, inspection charges, parts, service, *etc*.

16. Lead Times.

Lead times are based on manufactures estimated timetables. Project completion time may vary due to delays in receipt of purchase orders, submittal approval, release of equipment, manufactures unforeseen delays in production or holiday schedules. Project completion time frame cannot be guaranteed. Back orders will be processed as soon as available. Part number changes may be made to provide latest improved interchangeable items of equipment.

17. Governing Law and Venue.

The rights and obligations of the parties with respect to the transactions contemplated by this Quotation shall be governed in all respects by the laws of the State of California. The parties hereto irrevocably agree that the exclusive venue for any litigation arising in connection with the transactions specified in this Quotation shall be in the courts located in the County of Los Angeles, California.

18. Attorneys' Fees and Costs.

Quinn Power Systems

Quinn Power Systems - Fresno
10273 S Golden State Blvd

Selma California 93662

559-896-4040

In the event of any legal action, controversy, claim, or dispute between the parties involving the transactions contemplated by this Quotation, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

19. Additional Conditions.

Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes (if applicable). The facilities shall be within a reasonable distance from where any applicable services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide any applicable services. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Buyer shall not require Seller or its employees, as a condition to site access or otherwise, to further agree or enter into any agreement, which waives, releases, indemnifies or otherwise limits or expands any rights or obligation whatsoever. Any such agreements shall be null and void. Seller is under no obligation to remove or dispose of parts or equipment unless specifically agreed upon in Seller's scope of work. Seller-removed parts become the property of Seller. Seller must not perform any electrical power switching unless specifically requested by Buyer, under the supervision of Buyer, and subject to procedures jointly agreed to in advance. Notwithstanding Buyer's request, Seller may refuse to perform power switching, if in the opinion of Seller, such action would be unsafe. IN THE EVENT THAT SELLER PERFORMS POWER SWITCHING, TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM ANY AND ALL LIABILITY, ACTIONS, SUITS, CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES ("LOSSES") ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RESULTING FROM SELLER'S PERFORMANCE OF POWER SWITCHING, REGARDLESS OF WHETHER THE LOSSES RESULT FROM SELLER'S NEGLIGENCE (WHETHER ACTION OR PASSIVE, AND WHETHER SOLE, JOINT, OR CONCURRENT), AND EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, STRICT LIABILITY, OR OTHER LEGAL FAULT OF SELLER.

THIS INDEMNITY SHALL APPLY TO ANY ACTS OR OMISSIONS OR NEGLIGENT CONDUCT, WHETHER ACTIVE OR PASSIVE, ON THE PART OF EITHER SELLER OR BUYER. If OSHA or any other federal, state or local government, trade association, or contractual regulations or standards require a "safety person" to be on site during the performance of services, or in the event of a trade union jurisdictional dispute where trade union represented personnel are required to assist or stand by during the performance of services by Seller, Buyer shall be responsible for providing for and paying for any charge or wages for such person(s), as applicable. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller's discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller's access. Buyer's personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

ACCEPTED BY:

By: _____

Company: _____

Date: _____

P.O. #: _____

Quinn Power Systems

Quinn Power Systems - Fresno
10273 S Golden State Blvd

Selma California 93662

559-896-4040