

Telephone: 843-549-2545

Fax: 843-549-9795

Relay: 1-800-735-2905

# City of Walterboro

242 Hampton Street

Walterboro, South Carolina 29488

Mailing Address:

Post Office Box 709

Walterboro, South Carolina 29488-0008

Walterboro City Council  
Rescheduled Regular Meeting  
February 11, 2020  
City Hall  
6:15 P.M.

## A G E N D A

### I. Call to Order:

1. Invocation.
2. Pledge of Allegiance.

### II. Public Input on Agenda Items:

### III. Public Hearing:

1. Ordinance # 2020-01, An Ordinance to Amend the Zoning Map of the City of Walterboro, South Carolina, to Provide for Changes in the Zoning Districts of the City of Walterboro by Changing the Zoning Classification of Four Parcels of Land on Benson Street and Klein Street Designated as TMS Numbers: #163-11-00-227, 163-11-00-228, #163-11-00-229, and #163-11-00-230 from Highway Commercial District(HCD) to Central Business District (CBD).
2. Ordinance # 2020-02, An Ordinance Pursuant to Title 5, Chapter 3, Section 5-3-150, Subsection 3, of the Code of Laws of South Carolina, 1976, As Amended, to Annex an Area Known as TMS # 146-00-00-079 into the City of Walterboro, a South Carolina Municipal Corporation.

### IV. Old Business:

1. Ordinance # 2020-01, An Ordinance to Amend the Zoning Map of the City of Walterboro, South Carolina, to Provide for Changes in the Zoning Districts of the City of Walterboro by Changing the Zoning Classification of Four Parcels of Land on Benson Street and Klein Street Designated as TMS Numbers: #163-11-00-227, 163-11-00-228, #163-11-00-229, and #163-11-00-230 from Highway Commercial District(HCD) to Central Business District (CBD), **Second Reading and Adoption** (Ordinance attached)
2. Ordinance # 2020-02, An Ordinance Pursuant to Title 5, Chapter 3, Section 5-3-150, Subsection 3, of the Code of Laws of South Carolina, 1976, As Amended, to Annex an Area Known as TMS # 146-00-00-079 into the City of Walterboro, a South Carolina Municipal Corporation, **Second Reading and Adoption Reading** (Ordinance and map attached).

**V. New Business:**

1. Request to Hang Banner from **March 16-23, 2020** for 7<sup>th</sup> Annual Smoke in the Boro BBQ Cookoff by Karen Hinen, Smoke in the Boro Administrator (Letter attached).
2. Request to Hang Banner from **May 9-16, 2020** and to Place Purple Ribbons Downtown **May 10-18, 2020** for Relay for Life Event on May 15, 2020, Jessica Cartroad, Event Lead (Letter attached).
3. Request to Close Streets for Healthy Heart 5K Walk/Run on **February 20, 2020** from 8:00 A.M. to 9:30 A.M. by Rolets Buckner, Unstoppable Sistas Walk Group (Letter and Permit Request attached).
4. Request to Close Streets for Gold 5K Run/Walk Fundraiser for Tyler Westbury, **March 7, 2020**, from 8:00 A.M. to 9:00 A.M. by Tansi Crosby (Letter and Permit Request attached).
5. Request to Close Streets for Rice Festival Rice Run (New Route), on Saturday, **April 25, 2020** by Ashley Rohde, Race Director (Letter and Permit Request attached).

**VI. Committee Reports:**

1. Presentation of Awards/Prizes by City Appearance Board to Christmas Decorating Contest Winners.

**VII. City Manager's Report:**

1. Consideration of Bids Received to Purchase Backup Generators for 300 Hampton Street, 242 Hampton Street, and 100 South Jefferies Boulevard (Memorandum and bid materials attached).
2. 2020 Goals and Objectives.
3. Prioritization of 2020 CDBG Funding Requests.
4. Recognition of Christan Spires, Tourism Director.

**VIII. Executive Session:**

1. Provision of Water and Sewer Service - Lowcountry Regional Airport.
2. Personnel Matters:
  - a. Tourism Director Search.
  - b. Appointment to the Accommodations Tax Advisory Committee.
  - c. Appointments to the City Appearance Board.

Page -3-  
Agenda  
City Council Meeting  
February 11, 2020

**IX. Open Session:**

1. Council May Take Action on Matters Discussed in Executive Session.

**X. ADJOURNMENT.**

# AFFIDAVIT OF PUBLICATION

IN

# The Press and Standard

1025 Bells Highway | Walterboro, SC 29488

843-549-2586 | walterborolive.com

PERSONALLY appeared before me, Carol Haun, who being duly sworn, says that he is the publisher of The Press and Standard, published on Thursday of each week in Walterboro, County of Colleton, State of South Carolina; that the notice, of which a printed copy is hereby attached, was published in The Press and Standard for **One (1)** issues, and publication commencing on 1/23, 2020 and ending on 1/23, 2020.

SWORN to before me

this 30 day of Jan, 2020

Katrina McCaul (L.S.)

Notary Public for South Carolina

Commission Expires 6-4-22

Carol Haun



## PUBLIC HEARING NOTICE

Walterboro City Council will hold a public hearing on Tuesday, February 11, 2020 at 6:15 P.M. in Council Chambers at City Hall, 242 Hampton Street, for the purpose of receiving public comments on the following proposed ordinances:

**Ordinance # 2020-01.** An Ordinance to Amend the Zoning Map of the City of Walterboro, South Carolina, to Provide for Changes in the Zoning Districts of the City of Walterboro by Changing the Zoning Classification of Four Parcels of Land on Benson Street and Klein Street Designated as TMS Numbers: #163-11-00-227, 163-11-00-228, #163-11-00-229, and #163-11-00-230 from Highway Commercial District (HCD) to Central Business District (CBD).

**Ordinance # 2020-02.** An Ordinance Pursuant to Title 5, Chapter 3, Section 5-3-150, Subsection 3, of the Code of Laws of South Carolina, 1976, as Amended, to Annex an Area, Known as TMS # 146-00-00-079 into the City of Walterboro, a South Carolina Municipal Corporation.

Copies of the proposed ordinances are available in the City Manager's Office at City Hall, 242 Hampton Street. Written comments may be mailed to the City Manager, P.O. Box 709, Walterboro, SC 29488 and must be received prior to the public hearing. Please call the City Manager's Office (843-782-1010) for additional information or for disabled persons needing auxiliary aids. Please give at least 24 hours notice if auxiliary aids are required.

**ORDINANCE # 2020-01**

**AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF WALTERBORO, SOUTH CAROLINA, TO PROVIDE FOR CHANGES IN THE ZONING DISTRICTS OF THE CITY OF WALTERBORO BY CHANGING THE ZONING CLASSIFICATION OF FOUR PARCELS OF LAND ON BENSON STREET AND KLEIN STREET DESIGNATED AS TMS NUMBERS: #163-11-00-227, 163-11-00-228, #163-11-00-229, AND #163-11-00-230 FROM HIGHWAY COMMERCIAL DISTRICT (HCD) TO CENTRAL BUSINESS DISTRICT (CBD).**

**WHEREAS**, the Planning Commission of the City of Walterboro held a properly posted Public Hearing at their December 17, 2019 meeting in order to receive public input on the proposed zoning change, and

**WHEREAS**, the Planning Commission of the City of Walterboro, later in the same meeting, further discussed the proposed the change in zoning classification from Highway Commercial District (HCD) to Central Business District (CBD) for the above-mentioned properties, and

**WHEREAS**, pursuant to said meeting, the Planning Commission unanimously voted to recommend that the zoning classification of the properties aforesaid be changed to the Central Business District (CBD).

**NOW, THEREFORE, BE IT ORDAINED** and ordered by the Mayor and City Council of the City of Walterboro, South Carolina, that the Zoning Map of the City of Walterboro, South Carolina is hereby amended by changing the Zoning District classification of the four properties located on Benson Street and Klein Street, designated as tax map numbers 163-11-00-227, 163-11-00-228, 163-11-00-229, and 163-11-00-230 from Highway Commercial District (HCD) to Central District (CBD) as shown on the attached map.

**DONE**, this 11<sup>th</sup> day of February, 2020.

\_\_\_\_\_  
William T. Young, Jr  
Mayor

ATTEST:

\_\_\_\_\_  
Betty J. Hudson  
City Clerk

First Reading: January 7, 2020  
Public Hearing: February 11, 2020  
Second Reading: \_\_\_\_\_

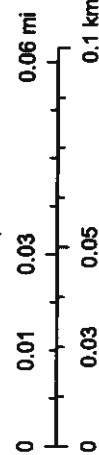
# County Re-Zone x 4



1/3/2020, 9:57:03 AM

- Parcel Boundaries
- Override 1
- Address Points
- Municipal Boundaries

1:2,257



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus  
 Copyright © 2013 National Geographic Society, I-cubed | Esri, HERE, Garmin, INCREMENT P, USGS, METINASA, NGA, EPA, USDA | Colleton County Govt, DigitalGlobe, Microsoft |  
 Colleton County Government

**ORDINANCE # 2020-02**

**AN ORDINANCE PURSUANT TO TITLE 5, CHAPTER 3, SECTION 5-3-150, SUBSECTION 3, OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, TO ANNEX AN AREA, KNOWN AS TMS # 146-00-00-079 INTO THE CITY OF WALTERBORO, A SOUTH CAROLINA MUNICIPAL CORPORATION.**

**WHEREAS**, Title 5, Chapter 3, Section 5-3-150(3) of the Code of Laws of South Carolina, 1976, as amended, provide for the annexation of any area or property which is contiguous to a city or town by filing a petition with the municipal governing body which is signed by one-hundred (100%) of the owners owning at least one-hundred percent (100%) of the assessed valuation of the real property in the area requesting annexation; and

**WHEREAS**, one-hundred percent (100%) of the freeholders owning one-hundred percent (100%) of the assessed valuation of the real property in the area hereafter delineated and described, have filed a petition with the City Council of Walterboro, South Carolina, requesting that such property be annexed into the City of Walterboro, South Carolina. Such property is contiguous to the current City limits of the City of Walterboro, and is described as follows:

TMS # 146-00-00-079

To include any road, waterway, easement, railroad track, marshland or utility line that intervenes between these properties and the municipal limits of Walterboro.

The owner of said property has requested that the property be annexed into the City of Walterboro. All applicable City services will be provided immediately upon annexation. This is undeveloped property.

**WHEREAS**, the Planning Commission met on January 21, 2020, and unanimously recommended a zoning classification of Interstate Interchange Commercial District (IICD); and

**WHEREAS**, the property is a closed parcel of land in Colleton County, South Carolina, consisting of 53.9 acres, more or less, for the purpose of annexation into the City of Walterboro. The area is more fully shown on a plat entitled "Coastal Lumber Tract" as prepared by the Assistant City Manager.

**NOW, THEREFORE, BE IT ORDAINED** and ordered by the Mayor and City Council of the City of Walterboro, South Carolina, in Council duly assembled, that all real property as hereinafter delineated and described are hereby annexed into the City of Walterboro, South Carolina, a South Carolina municipal corporation, pursuant to Title 5, Section 3, Section 5-3-150(3) of the Code of Laws of South Carolina, 1976, as amended, and a zoning district classification of Interstate Interchange Commercial District (IICD) be applied.

**ADOPTED**, this 11<sup>th</sup> day of February, 2020.

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William T. Young, Jr.  
Mayor

ATTEST:

\_\_\_\_\_  
Betty J. Hudson  
City Clerk

First Reading: January 7, 2020

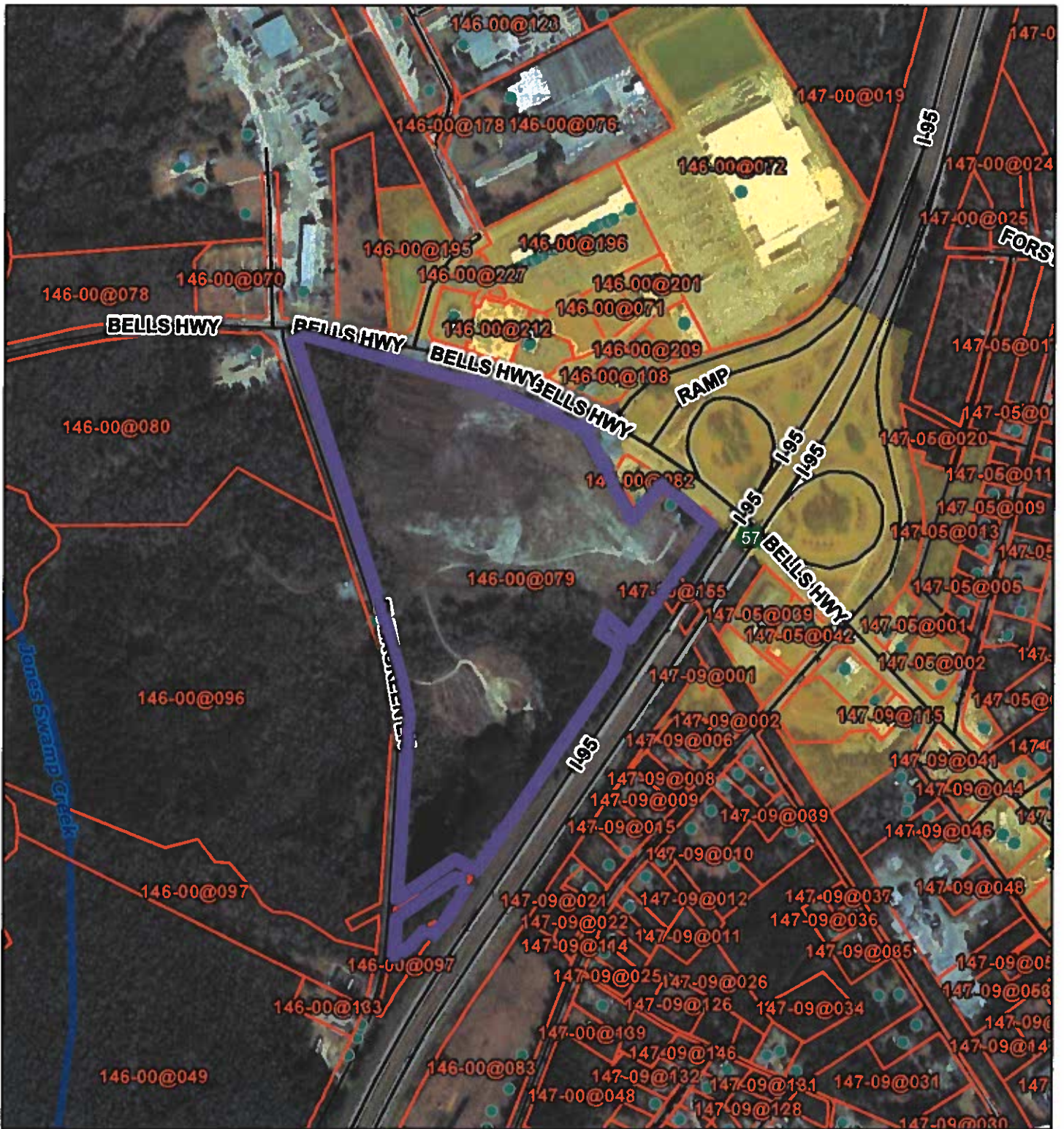
Public Hearing: February 11, 2020

Second Reading: \_\_\_\_\_

Page 2 of 2 Ordinance # 2020-02



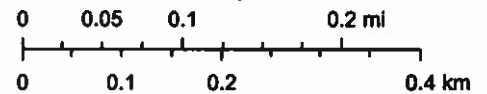
# Coastal Lumber Tract



1/6/2020, 3:58:34 PM

1:9,028

- Override 1
- Road Centerlines
- Parcel Boundaries
- Rivers
- Address Points
- Municipal Boundaries



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



*7<sup>th</sup> Annual BBQ Cookoff  
March 20 - 21, 2020*

January 28, 2020

Mayor Bill Young  
Members of Walterboro City Council  
City of Walterboro  
P. O. Box 7909  
Walterboro, SC 29488

Re: Smoke in the 'Boro, March 20 & 21, 2020

Dear Mayor and Members of Council,

To advertise and promote our upcoming 7<sup>th</sup> annual Smoke in the 'Boro regional competition BBQ Cookoff, the Smoke in the 'Boro Committee in partnership with Coastal Electric Coop's Operation RoundUP Program, The Band of Blue Booster Club and Colleton County Art's Council's Children's Theatre respectfully request permission to hand a 4' x 40" mesh banner on Jefferies Boulevard.

Dominion Energy has agreed to hand the banner during the week of March 16 and remove it the week of March 23.

Thank you for your support of Smoke in the 'Boro!

Sincerely,

Karen R. Hinen  
Smoke in the 'Boro Administrator



Mr. Mayor & Council:

On behalf of the Colleton County Relay for Life committee, we respectfully request permission for the following:

- Permission to place our banner across Jefferies Hwy. in the City of Walterboro, the dates requested are May 9 thru May 16, 2020. The banner will be put in place by SCE&G as they have done in the past & will be removed during the week of May 18<sup>th</sup>.
- Permission to "Paint the Town Purple" on Sunday, May 10, 2019. All purple bows and decorations will be removed during the week May 18<sup>th</sup>.

The event will be held at Colleton Middle School oval track on May 15, 2019, starting at 6:30pm and ending at midnight. We will also be hosting the Survivor and Caregiver dinner on Thursday, April 30<sup>th</sup> at 6pm at the Coastal Outback.

Thank you in advance for your consideration. Should you have any questions, comments, or concerns feel free to contact me by email [cartrettej@htfcu.org](mailto:cartrettej@htfcu.org) or phone 843-830-3969.

Thank You,

A handwritten signature in blue ink that reads "Jessica Cartrette". The signature is fluid and cursive, with a long horizontal stroke at the end.

Jessica Cartrette  
Colleton County Relay for Life Event Lead

---

**Rolets Buckner**

Unstoppable Sistas Walk Group  
128 Spring Road  
Walterboro, SC 29488  
843-217-2242

January 5th, 2020

**Mayor Young**

c/o Walterboro City Council  
242 Hampton Street  
Walterboro, SC 29488

RE: Healthy Heart 5k Walk/Run

On February 22, 2020, beginning at 8:00 A.M., the Unstoppable Sistas along with the American Heart Association would like to host a 5K walk or run. The event will last from 8:00 A.M. to 9:30 A.M. It will start by the sheriff's annex building, go down Klein Street entering onto Washington Street, pass over Ireland Creek Bridge, turn left onto Washington Street, and end at the Magistrate's office. We expect seventy-five to one hundred people to participate from different counties. Thank you for taking time to consider our community event.

Regards,

**Rolets Buckner**

**CITY OF WALTERBORO**  
**PARADE/PROCESSION PERMIT REQUEST**

(PLEASE PRINT INFORMATION REQUESTED)

Application Date: 01-03-2020

1. Person submitting application: Rolets A. Buckner  
Address: 128 Spring Rd., Walterboro, SC 29488  
Telephone: 843-217-2242
2. Name of Organization: Unstoppable Sistas Walk Group  
Chairperson/President: Brianne Buckner  
Address: 128 Spring Rd, Walterboro, SC 29488  
Telephone: 843-542-6135
3. Parade Chairman: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_
4. Date/Time of <sup>Walk</sup> Parade: February 22, 2020
5. Parade Route requested (Attach Sketch) Attached
6. Number of Vehicles/Floats: None Number of Animals: ~~500~~ None
7. Portion (width) of street parade will occupy: Portion/Full Street/Sidewalk
8. Additional Information (Upon Request): 75-100 people

Rolets A. Buckner  
Signature/Parade Chairman

Brianne Buckner  
Signature/Organization Chairperson

X Approval \_\_\_\_\_ Disapproval

[Signature]  
Police Chief

\_\_\_\_\_  
City Manager

**NOTE :** >>> Call Police Chief (782-1032) to confirm Parade/Procession Route three days prior to parade.

Location of Key Points

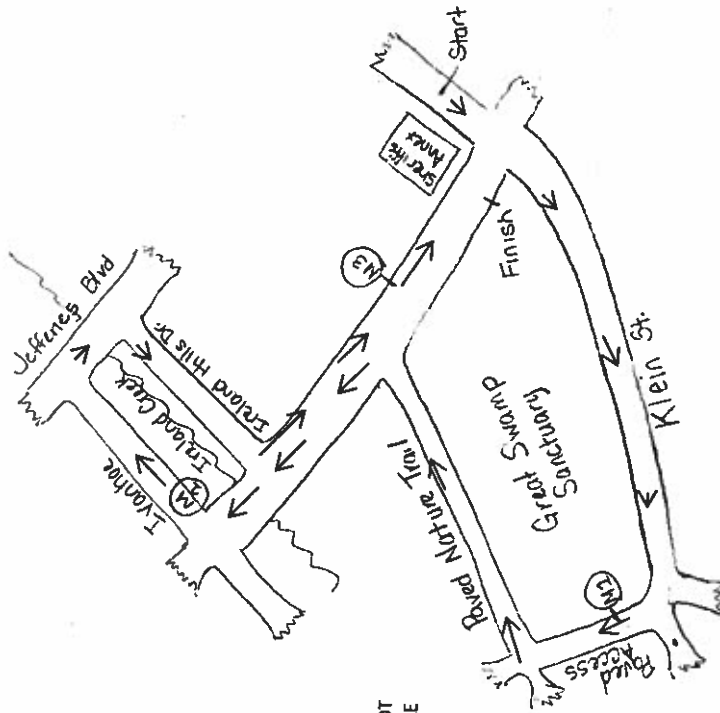
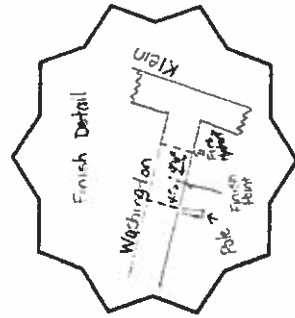
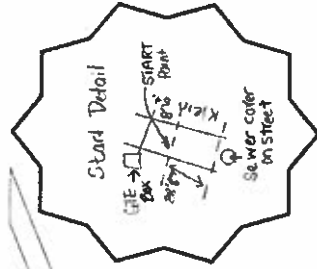
START: On Klein St. in the County Square Point is 38' 8" Northeast of a sewer cover in street and 8' Southwest of GTE cable box #120207P205.

1 MILE: On access trail from Mayfield Park Parking lot. Point is 346' Northwest of parking lot.

2 MILE: On Ivanhoe beside Ireland Creek. Point is 89' Northeast of Washington St.

3 MILE: On Washington St. near County Maintenance Bldg. Point is 19' 10" North-East of SCE&G pole #172102 and 200' Southwest of a GTE buried cable box.

FINISH: On Washington St. Point is 4' 6" Northwest of a fire hydrant and 4' south-East of GTE Pole # 8-88.



N  
MAP NOT TO SCALE

Mayor Young  
% Walterboro City Council  
242 Hampton Street  
Walterboro, SC 29488

RE: Race For Gold 5K Run/Walk

Mayor Young and City Council,

I am requesting to be put on the City Council agenda for Tuesday, February 11, 2020. I, Tansi Crosby am preparing a run/walk 5K for Tyler Westbury who is battling Epithelioid Sarcoma. We wish to inform you of the walk/run 5K for March 7, 2020. The race will begin by the old sheriff's annex building. On March 7, 2020, from 8:00 am to 9:00 am, we request the closures of W. Washington Street from Klein Street to Ivanhoe Road. City police officers are requested to be at the W. Washington/Ivanhoe Road intersection, Ivanhoe Road/Forest Hills Road Intersection, and where Ivanhoe Road meets Jefferies Boulevard to ensure the safety of the runners. I have spoken to Amye Stivender about the route and it seemed to be no problem.

Regards,



Tansi Crosby  
316 Crosby Corner Road  
Walterboro, SC 29488  
843-893-6205

**CITY OF WALTERBORO**  
**PARADE/PROCESSION PERMIT REQUEST**

(PLEASE PRINT INFORMATION REQUESTED)

Application Date: \_\_\_\_\_

1. Person submitting application: Tansi Crosby  
Address: 316 Crosby corner rd W'boro  
Telephone: 843-893-6205
  
2. Name of Organization: Run For Gold-5K "Team Tyler"  
Chairperson/President: Tansi Crosby  
Address: 316 Crosby corner rd W'boro  
Telephone: 843-6205
  
3. Parade Chairman: Tansi Crosby  
Address: 316 Crosby corner rd W'boro  
Telephone: 843-893-6205
  
4. Date/Time of Parade: March 7, 2020 8am - 12pm
  
5. Parade Route requested (Attach Sketch) Turkey Trot route
  
6. Approx 60 people  
Number of Vehicles/Floats: \_\_\_\_\_ Number of Animals: \_\_\_\_\_
  
7. Portion (width) of street parade will occupy: \_\_\_\_\_
  
8. Additional Information (Upon Request): \_\_\_\_\_

Tansi Crosby  
Signature/Parade Chairman

Tansi Crosby  
Signature/Organization Chairperson

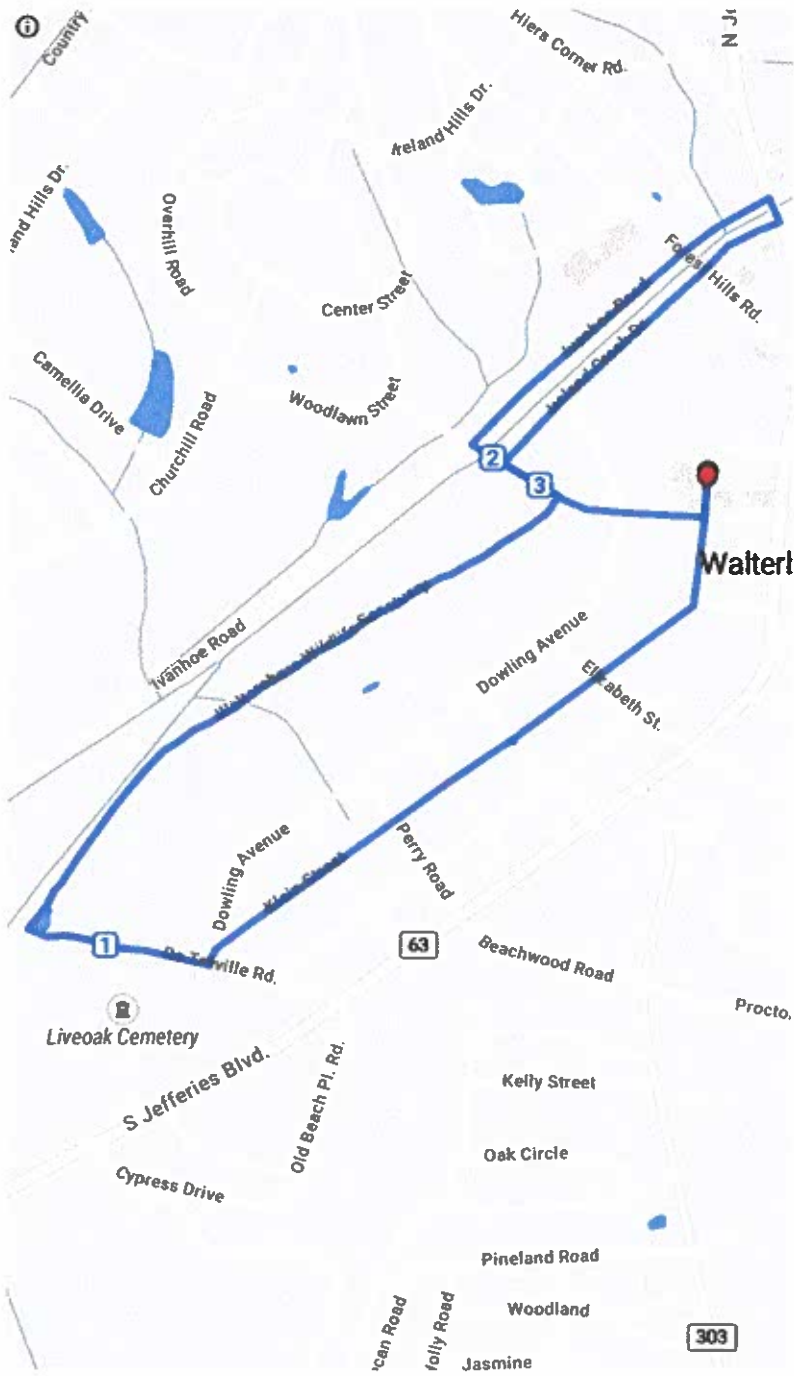
X Approval \_\_\_\_\_ Disapproval

[Signature]  
Police Chief

\_\_\_\_\_  
City Manager

**NOTE: >>> Call Police Chief (782-1032) to confirm Parade/Procession Route three days prior to parade.**





**3.26 mi**  
click for km

Warnings | Route | Map

**Mayor Young**

**% Walterboro City Council**

**242 Hampton Street**

**Walterboro, SC 29488**

**Attention: Mayor Young and City Council,**

**I am requesting to be put on the City Council agenda for Tuesday, February 11, 2020.**

**I, Ashley Rohde, am the Race Director for the Colleton County Rice Festival Rice Run 5K. Myself, the Rice Festival Committee and the race timing company, Simply Timing, have come to the decision to implement a new route for this year's race on April 25, 2020.**

**Last year the race attracted 328 participants. 105 participants lived in areas outside of Colleton County, including: Aiken, Bamberg, Beaufort, Bluffton, Bowman, Charleston, Columbia, Cordova, Denmark, Dorchester, Early Branch, Elloree, Estill, Fayetteville (NC), Goose Creek, Hanahan, Hampton, Hardeeville, Irmo, Johns Island, Ladson, Lexington, Moncks Corner, Okatie, Olar, Orangeburg, Ridgeland, Ridgeville, Ridgeway, St. Stephens, St. George, Summerville and Varnville.**

**We felt our previous route did not showcase the beauty, rich history and new growth of our downtown district, especially for those participants that are not local and possibly seeing Walterboro for the first time. Our new route will begin at the new water fountain on the corner of E. Washington Street and Jefferies Boulevard and will wind through the historic district before returning to the Waterfall on E. Washington Street. Please see the attached route for reference.**

**In order to ensure the highest level of safety for our participants, we request the following street closures on Saturday, April 25, 2020:**

- **E. Washington Street in its entirety 6:00 a.m. – 11:00 a.m.**
- **Jefferies Blvd. Northbound lanes From E. Washington Street to Carn Street 7:55 a.m. – 8:05 a.m.**
- **Carn Street from Jefferies Boulevard to S. Memorial Avenue 7:55 a.m. – 8:20 a.m.**
- **S. Memorial Avenue from Carn Street to E. Washington Street 7:55 a.m. – 8:20 a.m.**
- **S. Memorial Avenue from Hampton Street to E. Washington Street 7:55 a.m. – 9:00 a.m.**
- **Hampton Street Eastbound lane 7:55 a.m. - 8:35 a.m.**
- **Officers will be stationed at the following intersections to intermittently let traffic through and monitor runners:**
  - **Hampton Street and N. Miller Street/Fishburne Street**
  - **Hampton Street and Strickland Street**
  - **Strickland Street and Warren Street**

- N. Lemacks Street and Wichman Street
- Wichman Street & Church/Fishburne Streets

The route has been USATF Certified. The route has been approved by Lt. Amye Stivender on behalf of the Walterboro Police Department.

Regards,

Ashley Rohde

Rice Festival Committee

403 E. Washington Street, Suite A

Walterboro, SC 29488

843-562-7537

**CITY OF WALTERBORO**  
**PARADE/PROCESSION PERMIT REQUEST**

(PLEASE PRINT INFORMATION REQUESTED)

Application Date: 2/5/20

1. Person submitting application: Ashley Rohde  
Address: 403 E. Washington St., Ste A  
Telephone: 843-562-7537
  
2. Name of Organization: Colleton County Rice Festival  
Chairperson/President: Josh Bell  
Address: 403 E. Washington St., Ste A  
Telephone: 843-909-0508
  
3. Parade Chairman: Ashley Rohde  
Address: 403 E. Washington St., Ste. A  
Telephone: 843-562-7537
  
4. Date/Time of Parade: April 25, 2020 8:00 am
  
5. Parade Route requested (Attach Sketch) Start & end on E. Washington  
Route attached
  
6. Number of Vehicles/Floats: 0 Number of Animals: 0
  
7. Portion (width) of street parade will occupy: 1 lane
  
8. Additional Information (Upon Request): \_\_\_\_\_

Ashley Rohde  
Signature/Parade Chairman

Josh R. Bell  
Signature/Organization Chairperson

\_\_\_\_\_ Approval

\_\_\_\_\_ Disapproval

\_\_\_\_\_  
Police Chief

\_\_\_\_\_  
City Manager

**NOTE : >>> Call Police Chief (782-1032) to confirm Parade/Procession Route three days prior to parade.**

# Rice Run/Walk 5K 2020

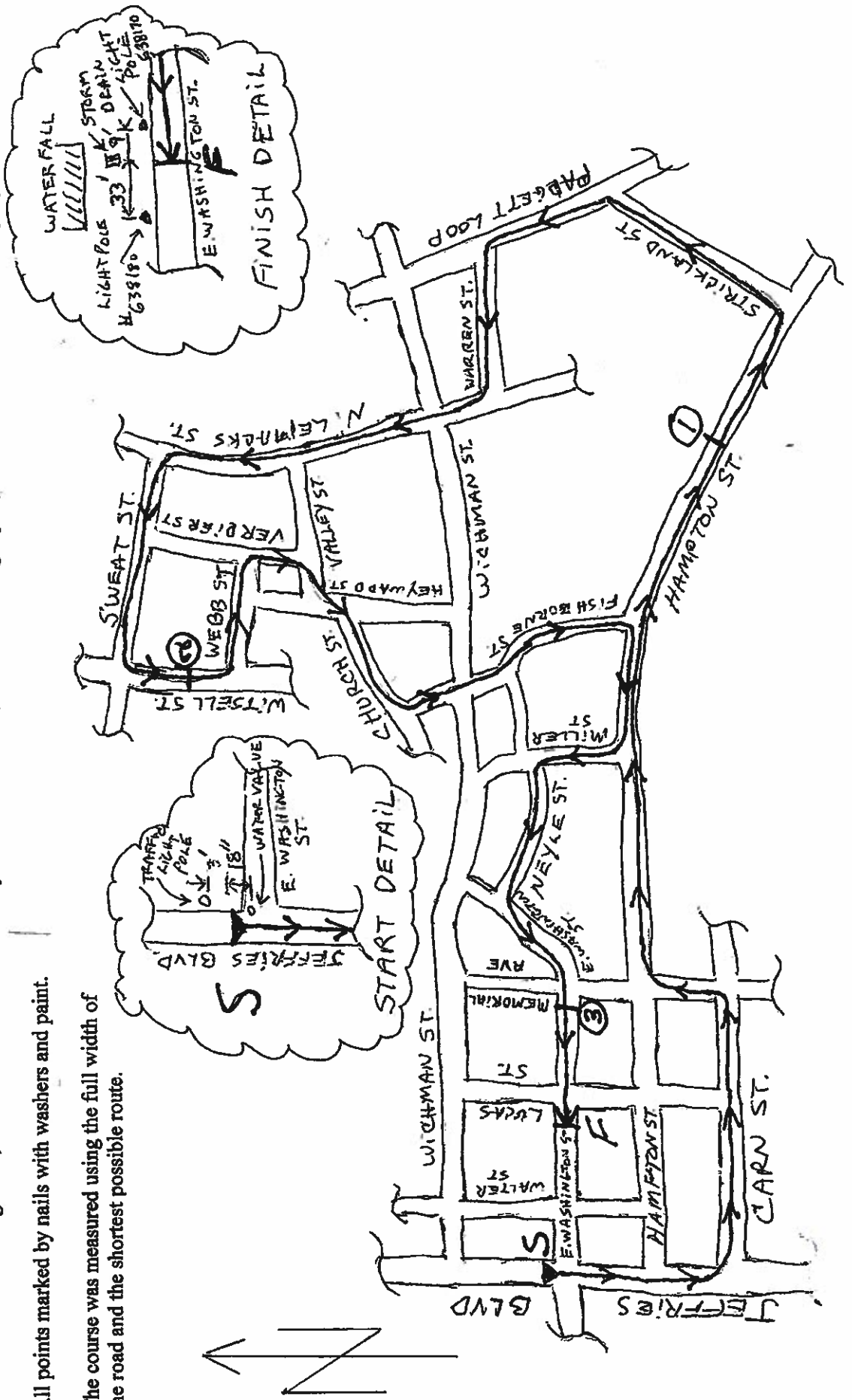
Waterboro, SC

Measured for certification by Mike Chodnicki (843-821-6376) January 29, 2020

- Start:** On Jeffries Blvd, 18 inches north of water valve in road and 3 feet south of traffic light pole, at the north east corner of intersection w/Washington St.
- 1 Mile:** On Hampton St, 9 feet east of storm drain that is at the west end of the USC Salkehatchie building.
- 2 Mile:** On Witsell St, 40 feet north of power pole # C-2217.
- 3 Mile:** On E. Washington St, 2 feet east of light pole # 638170, across from 340 E. Washington St.
- Finish:** On E. Washington St, even with storm drain in courtyard of the waterfall, 9 feet west of light pole # 638170 and 33 feet east of light pole # 638180.

All points marked by nails with washers and paint.

The course was measured using the full width of the road and the shortest possible route.



**February 11, 2020**  
**Walterboro City Council Meeting**

**VII. City Manager's Report**

- 1. Consideration of Bids Received to Purchase Backup Generators for 300 Hampton Street, 242 Hampton Street and 100 South Jefferies Boulevard. (Attachments)**
- 2. 2020 Goals and Objectives. (Attachment)**
- 3. Prioritization of 2020 CDBG Funding Requests. (Attachment)**
- 4. Recognition of Christan Spires, Tourism Director.**



## MEMORANDUM

**TO:** Mayor and City Council  
**FROM:** City Manager  
**DATE:** February 6, 2020  
**SUBJECT:** Request to Purchase Backup Generators for City Hall, Customer Service Center and Walterboro Wildlife Center

The Public Works Department solicited bids for the purchase of backup generators for City Hall, the Customer Service Center at 300 Hampton Street and the Walterboro Wildlife Center. The bids were as follows:

<u>Vendor</u>	<u>Price</u>
Yancey Power Systems	\$136,790.64
Carolina Power Systems	\$141,382.80
Blanchard Power Systems	\$129,060.00

The City received a USDA grant (55% of the total cost) to purchase backup generators for City Hall, the Customer Service Center and the Walterboro Wildlife Center in the amount of \$70,983. Staff recommends purchasing the generators from Blanchard Power Systems in the amount of **\$129,060.00**. The City's required match (45% of the total cost per USDA) will be \$58,077.00. \$40,986 of the City's match will come from the General Fund for the generators at City Hall and the Customer Service Center. The FY 2019-2020 General Fund budget has \$54,000 allocated for the two (2) generators. \$17,091 of the City's match will come from the Local Accommodations Tax Fund for the generator at the Walterboro Wildlife Center. Anticipated delivery of the generators will be 3-4 months. Installation of the three (3) generators is not included in the bid and will be approximately \$15,000. City staff asks for Council's favorable consideration of this request. If you have any questions, comments or concerns, please do not hesitate to contact me or come by City Hall at your convenience.

Sincerely,

Jeffrey P. Molinari  
City Manager

Attachments

**MEMORANDUM**

**To:** Jeff Molinari, City Manager  
**From:** Michael Crosby, Public Works Director  
**Cc:** Mayor and City Council  
**Re:** Request for Bid  
**Date:** 02/05/2020

The City of Walterboro Public Works Department recently requested bids for the purchase of back-up generators for 300 Hampton street, 242 Hampton street, and 100 South Jefferies. Three commercial Caterpillar generator dealers provided bids on 02/05/2020. Bids were received from Yancey Power Systems, Carolina Power Systems, and Blanchard Power Systems.

The bids were as follows:

Yancey Power Systems	\$136,790.64
Carolina Power Systems	\$141,382.80
Blanchard Power Systems	\$129,060.00

The public works director asks for your favorable consideration of the low bid submitted by Blanchard Power Systems in the amount of \$129,060. The purchase funding will be provided by a USDA grant awarded to the City.



**Blanchard**  
 POWER SYSTEMS

**CAT**

<b>Quotation # 30717072-03</b>	<b>Project: City of Walterboro Admin Bldg</b>
<b>Provided by: Sara Cox</b>	<b>Date: 1/30/2020</b>
<b>Contact info: sbcox@blanchardmachinery.com</b>	<b>843-412-6824</b>

**One Caterpillar DG60 NATURAL GAS fueled 57kw generator set and associated gear equipped as follows:**

**DG60, 57 kw, 60Hz , TRHEE PHASE, 120/208 volt ,1800 RPM**

- STANDBY POWER, NFPA 110 Upgrade, UL Certification, meets EPA emissions for standby emergency application
- EMCP 4.2B Control Panel
- Battery Charger UL 10 amp/CAT maintenance free Lead Acid Battery
- 12 lead alternator; permanent magnet excitation; anti-condensation heater
- Volt Free Contacts for Alarm
- Gen Running Relay
- 100% rated circuit breakers , (1) 150 amp;
- Low Coolant temp alarm, Low Coolant shutdown circuit
- Electronic adjustable Governor
- Coolant Heater
- Digital voltage regulator
- Factory Test Report
- Sound Level 1 enclosure, CAT White, enclosed silencer
- 2 year warranty, Platinum level
- Delivery to job site
- Start up by factory technician including one hour load bank testing; Owner' s training
- Automatic Transfer Switch: CAT CTG model (1) 400 amp
  - 120/208 volt, 3 phase, 4 pole, open transition, programmable exerciser, NEMA 3r enclosure

**Net Price (Excluding sales tax): \$32,100.00**

**Sales tax at 8%: \$2,568.00**

**Total Sales Price: \$34,668.00**

**Columbia**  
 PO Box 7517  
 Columbia, SC 29202  
 803.791.7100 tel  
 803.791.9874 fax

**Greenville**  
 224 Neely Ferry Road  
 Simpsonville, SC 29680  
 864.963.3645 tel  
 864.963.2063 fax

**Florence**  
 3031 Caterpillar Lane  
 Florence, SC 29506  
 843.678.8520 tel  
 843.678.8538 fax

**Rock Hill**  
 3777 Lazy Hawk Rd  
 Rock Hill, SC 29730  
 803.324.9600 tel  
 803.324.9710 fax

**Myrtle Beach**  
 2334 Chestnut Road  
 Longs, SC 29568  
 843.399.1692 tel  
 843.399.2092 fax

**Summerville**  
 153 Farmington Drive  
 Summerville, SC 29483  
 843.871.2001 tel  
 843.285.2854 fax

**Blanchard**  
POWER SYSTEMS

**CAT**

QUOTATION Nr: 30717072-01

**Notes: General Notes and Clarifications:**

- 1) Scope of supply is limited to the items listed in the quotation.
- 2) Start up, commissioning and training to be performed during normal business hours. No third party testing or Infrared scanning is included.
- 3) Offloading, setting, installation, assembly, wiring, piping, and fueling provided by others. This includes any extended exhaust piping, through the wall kit, shrouds or exhaust insulation.
- 4) Anchor hardware supplied and installed by other; not included in this proposal.

**Scheduling:**

Submittals: 2 - 3 weeks from receipt of order. (Submittals and O&M Manuals are provided electronically)

Automatic Transfer Switch: 3-4 weeks from submittal approval.

Generator Set: Approximately 15-16 weeks from submittal approval. To be confirmed at time of order.

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QUOTATION Nr: 30717072-01

### Terms and Conditions

Blanchard Machinery Company, a corporation having its principal office at 3151 Charleston Highway, West Columbia, SC 29172 with a mailing address of P.O. Box 7517, Columbia, SC 29202 (hereinafter called "SELLER") hereby sales to the identified CUSTOMER and the CUSTOMER hereby purchases from the SELLER the personal property described and in consideration of which SELLER and CUSTOMER do hereby covenant and agree in this Order Acknowledgement as follows:

#### **COMPLIANCE WITH LAWS**

This order shall be governed by the laws of the state of South Carolina. Buyer shall fully comply with all applicable federal, state or local laws, rules, regulations, or ordinances and shall hold Buyer harmless from any liability resulting from failure of such compliance.

#### **CONTINGENCIES**

This order is contingent upon credit approval. This order acknowledgement is conditioned upon and subject to the Customer maintaining the financial creditworthiness required for payment.

#### **PAYMENT TERMS**

Unless otherwise specified herein, payment of an undisputed amount of an invoice shall be made within thirty (30) days after the invoice.

#### **FINANCE CHARGE**

Amounts payable, which are not paid within 30 days of the due date, shall be subject to a Finance Charge computed on such account balance by a "Periodic Rate" equal to 18% per annum or, if less, the highest rate permitted by law.

#### **INSURANCE**

CUSTOMER assumes and shall bear the entire risk of loss of and damage to the EQUIPMENT from any and every cause whatsoever as of the date the EQUIPMENT is delivered to CUSTOMER.

CUSTOMER shall indemnify and save Seller harmless from and against any and all damage or injury to or loss of EQUIPMENT or any part thereof and from and against any and all claims, damages, judgments, and liability whatsoever occasioned by or resulting from the use, operations, possession, or transportation of EQUIPMENT. The amount of damage for any loss of or injury to EQUIPMENT shall be based upon the then actual reasonable market value.

#### **CONDITION UPON DELIVERY**

CUSTOMER shall be conclusively presumed to have accepted the EQUIPMENT in the condition existing at the time of delivery hereunder unless within forty-eight (48) hours thereafter, CUSTOMER shall notify SELLER of any actual existing defects and of CUSTOMER'S refusal to accept the EQUIPMENT in its then condition. Thereupon, SELLER, if it shall so elect, without liability to CUSTOMER, may arrange to correct any such defect of the EQUIPMENT.

#### **WARRANTIES DISCLAIMER OF WARRANTIES**

BLANCHARD MACHINERY CO., THE SELLER, EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WITH RESPECT TO THE FREEDOM OF CLAIMS OF ANY PERSON BY WAY OF INFRINGEMENT OR THE LIKE. SELLER SHALL HAVE NO LIABILITY TO CUSTOMER FOR ANY CLAIM, LOSS OR DAMAGE OF ANY KIND OR NATURE WHATSOEVER, INCLUDING CLAIMS ARISING OUT OF OR IN CONNECTION WITH (i) ANY DEFICIENCY OR INADEQUACY OF THE EQUIPMENT FOR ANY PURPOSE (ii) ANY DEFICIENCY OR DEFECT IN THE EQUIPMENT, (iii) THE USE OR PERFORMANCE OF THE EQUIPMENT, OR (iv) ANY LOSS OF BUSINESS OR OTHER CONSEQUENTIAL LOSS OR DAMAGE.

#### **INDEMNIFICATION**

Except for the gross negligence or willful misconduct of the SELLER or its assignees, CUSTOMER, shall and does agree to indemnify, protect, defend, save and keep harmless SELLER and its assignee(s) from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, or expenses of any kind and nature whatsoever, including but not limited to attorneys fees, including without limitation, attorneys fees in connection with the enforcement of this indemnification, which may be imposed upon, incurred by or asserted against the SELLER or its assignee(s) in any way relating to or arising out of this sale, possession, use, taxation, condition or operation of, or any accident involving, the EQUIPMENT (including, without limitation, those claims based on latent and other defects, whether or not discoverable, or claims based on strict liability arising out of CUSTOMER's possession, use, condition or operation of the EQUIPMENT).

#### **COMPLIANCE BY CUSTOMER UNDER LAWS RELATED TO GOVERNMENT CONTRACTS**

The CUSTOMER agrees, that to the extent applicable to this Sale, unless exempted by federal law, regulation or order, to comply with Federal statutes, Executive Orders, and implementing regulations, including the provisions of 29 CFR Part 470 relating to government contractors and subcontractors regarding equal employment opportunity, affirmative action, the employment of veterans and the handicapped and the utilization of minority or female-owned business enterprises.

#### **NON-WAIVER**

Failure of SELLER to insist on strict performance of any of the covenants or agreements set forth herein shall not be construed to be a waiver of any such or other covenants or agreements, and the same shall remain in full force and effect.

#### **ENTIRE AGREEMENT**

This Order constitutes the entire agreement between SELLER and CUSTOMER, and no oral agreement, guaranty, promise, condition, or representation heretofore, made or claimed to have been made by SELLER shall be binding upon SELLER unless herein expressly stated.

<b>Columbia</b>	<b>Greenville</b>	<b>Florence</b>	<b>Rock Hill</b>	<b>Myrtle Beach</b>	<b>Summerville</b>
PO Box 7517	224 Neely Ferry Road	3031 Caterpillar Lane	3777 Lazy Hawk Rd	2334 Chestnut Road	153 Farmington Drive
Columbia, SC 29202	Simpsonville, SC 29680	Florence, SC 29506	Rock Hill, SC 29730	Longs, SC 29568	Summerville, SC 29483
803.791.7100 tel	864.963.3645 tel	843.678.8520 tel	803.324.9600 tel	843.399.1692 tel	843.871.2001 tel
803.791.9874 fax	864.963.2063 fax	843.678.8538 fax	803.324.9710 fax	843.399.2092 fax	843.285.2854 fax

ACCEPTANCE

\_\_\_\_\_  
DATE

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843.871.2001 tel  
843.285.2854 fax

**Blanchard**  
 POWER SYSTEMS

**CAT**

Quotation # 30717072-01	Project: City of Walterboro City Hall
Provided by: Sara Cox	Date: 1/30/2020
Contact info: sbcox@blanchardmachinery.com	843-412-6824

**One Caterpillar DG80 NATURAL GAS fueled 80kw generator set and associated gear equipped as follows:**

**DG80, 80 kw, 60Hz , TRHEE PHASE, 120/208 volt ,1800 RPM**

- STANDBY POWER, NFPA 110 Upgrade, UL Certification, meets EPA emissions for standby emergency application
- EMCP 4.2B Control Panel
- Battery Charger UL 10 amp/CAT maintenance free Lead Acid Battery
- 12 lead alternator; permanent magnet excitation; anti-condensation heater
- Volt Free Contacts for Alarm
- Gen Running Relay
- 100% rated circuit breakers , (1) 200 amp;
- Low Coolant temp alarm, Low Coolant shutdown circuit
- Electronic adjustable Governor
- Coolant Heater
- Digital voltage regulator
- Factory Test Report
- Sound Level 1 enclosure, CAT White, enclosed silencer
- 2 year warranty, Platinum level
- Delivery to job site
- Start up by factory technician including one hour load bank testing; Owner' s training
- Automatic Transfer Switch: CAT CTG model (1) 600 amp
  - 120/208 volt, 3 phase, 4 pole, open transition, programmable exerciser, NEMA 3r enclosure

**Net Price (Excluding sales tax): \$36,900.00**

**Colleton county tax at \*8% \$2,952.00**

**Total sale Price: \$39,852.00**

**Columbia**  
 PO Box 7517  
 Columbia, SC 29202  
 803.791.7100 tel  
 803.791.9874 fax

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 224 Neely Ferry Road  
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**Blanchard**  
POWER SYSTEMS

**CAT**

QUOTATION Nr: 30717072-01

**Notes: General Notes and Clarifications:**

- 1) Scope of supply is limited to the items listed in the quotation.
- 2) Start up, commissioning and training to be performed during normal business hours. No third party testing or Infrared scanning is included.
- 3) Offloading, setting, installation, assembly, wiring, piping, and fueling provided by others. This includes any extended exhaust piping, through the wall kit, shrouds or exhaust insulation.
- 4) Anchor hardware supplied and installed by other; not included in this proposal.

**Scheduling:**

Submittals: 2 - 3 weeks from receipt of order. (Submittals and O&M Manuals are provided electronically)

Automatic Transfer Switch: 3-4 weeks from submittal approval.

Generator Set: Approximately 15-16 weeks from submittal approval. To be confirmed at time of order.

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QUOTATION Nr: 30717072-01

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#### COMPLIANCE WITH LAWS

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#### CONTINGENCIES

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#### INSURANCE

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CUSTOMER shall indemnify and save Seller harmless from and against any and all damage or injury to or loss of EQUIPMENT or any part thereof and from and against any and all claims, damages, judgments, and liability whatsoever occasioned by or resulting from the use, operations, possession, or transportation of EQUIPMENT. The amount of damage for any loss of or injury to EQUIPMENT shall be based upon the then actual reasonable market value.

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#### WARRANTIES DISCLAIMER OF WARRANTIES

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#### INDEMNIFICATION

Except for the gross negligence or willful misconduct of the SELLER or its assignees, CUSTOMER, shall and does agree to indemnify, protect, defend, save and keep harmless SELLER and its assignee(s) from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, or expenses of any kind and nature whatsoever, including but not limited to attorneys fees, including without limitation, attorneys fees in connection with the enforcement of this indemnification, which may be imposed upon, incurred by or asserted against the SELLER or its assignee(s) in any way relating to or arising out of this sale, possession, use, taxation, condition or operation of, or any accident involving, the EQUIPMENT (including, without limitation, those claims based on latent and other defects, whether or not discoverable, or claims based on strict liability arising out of CUSTOMER'S possession, use, condition or operation of the EQUIPMENT).

#### COMPLIANCE BY CUSTOMER UNDER LAWS RELATED TO GOVERNMENT CONTRACTS

The CUSTOMER agrees, that to the extent applicable to this Sale, unless exempted by federal law, regulation or order, to comply with Federal statutes, Executive Orders, and implementing regulations, including the provisions of 29 CFR Part 470 relating to government contractors and subcontractors regarding equal employment opportunity, affirmative action, the employment of veterans and the handicapped and the utilization of minority or female-owned business enterprises.

#### NON-WAIVER

Failure of SELLER to insist on strict performance of any of the covenants or agreements set forth herein shall not be construed to be a waiver of any such or other covenants or agreements, and the same shall remain in full force and effect.

#### ENTIRE AGREEMENT

This Order constitutes the entire agreement between SELLER and CUSTOMER, and no oral agreement, guaranty, promise, condition, or representation heretofore, made or claimed to have been made by SELLER shall be binding upon SELLER unless herein expressly stated.

ACCEPTANCE \_\_\_\_\_

DATE \_\_\_\_\_

**Columbia**  
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153 Farnington Drive  
Summerville, SC 29483  
843.871.2001 tel  
843.285.2854 fax



<b>Quotation # E15546S</b>	<b>Project: City of Walterboro Disc Bldg</b>
<b>Provided by: Sara Cox</b>	<b>Date: 1/30/2020</b>
<b>Contact info: sbcox@blanchardmachinery.com</b>	<b>843-412-6824</b>

**One Caterpillar DG150 NATURAL GAS fueled 150 kw generator set and associated gear equipped as follows:**

**DG150, 150 kw, 60Hz , TRHEE PHASE, 120/208 volt ,1800 RPM**

- STANDBY POWER, NFPA 110 Upgrade, UL Certification, meets EPA emissions for standby emergency application
- EMCP 4.2B Control Panel
- Battery Charger UL 10 amp/CAT maintenance free Lead Acid Battery
- 12 lead alternator; permanent magnet excitation; anti-condensation heater
- Volt Free Contacts for Alarm
- Gen Running Relay
- 100% rated circuit breakers , **(1) 400 amp;**
- Low Coolant temp alarm, Low Coolant shutdown circuit
- Electronic adjustable Governor
- Coolant Heater
- Digital voltage regulator
- Factory Test Report
- **Sound Level 1 enclosure, CAT White, enclosed silencer**
- 2 year warranty, Platinum level
- **Delivery to job site**
- Start up by factory technician including one hour load bank testing; Owner' s training
- **Automatic Transfer Switch: CAT CTG model (1) 400 amp**
  - **120/208 volt, 3 phase, 4 pole, open transition, programmable exerciser, NEMA 3r enclosure**

**Net Price (Excluding sales tax): \$50,500.00**

**Sales tax at 8%: \$4,040.00**

**Total Sales price: \$54,540.00**

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**Blanchard**  
POWER SYSTEMS

**CAT**

QUOTATION Nr: E15546S

**Notes: General Notes and Clarifications:**

- 1) Scope of supply is limited to the items listed in the quotation.
- 2) Start up, commissioning and training to be performed during normal business hours. No third party testing or Infrared scanning is included.
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- 4) Anchor hardware supplied and installed by other; not included in this proposal.

**Scheduling:**

Submittals: 2 - 3 weeks from receipt of order. (Submittals and O&M Manuals are provided electronically)

Automatic Transfer Switch: 3-4 weeks from submittal approval.

Generator Set: Quoting Gen set that is already on order for inventory. Ready to ship from the factory on March 9, 2020.

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QUOTATION Nr: E15546S

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The CUSTOMER agrees, that to the extent applicable to this Sale, unless exempted by federal law, regulation or order, to comply with Federal statutes, Executive Orders, and implementing regulations, including the provisions of 29 CFR Part 470 relating to government contractors and subcontractors regarding equal employment opportunity, affirmative action, the employment of veterans and the handicapped and the utilization of minority or female-owned business enterprises.

#### **NON-WAIVER**

Failure of SELLER to insist on strict performance of any of the covenants or agreements set forth herein shall not be construed to be a waiver of any such or other covenants or agreements, and the same shall remain in full force and effect.

#### **ENTIRE AGREEMENT**

This Order constitutes the entire agreement between SELLER and CUSTOMER, and no oral agreement, guaranty, promise, condition, or representation heretofore, made or claimed to have been made by SELLER shall be binding upon SELLER unless herein expressly stated.

ACCEPTANCE \_\_\_\_\_

DATE \_\_\_\_\_

#### **Columbia**

PO Box 7517  
Columbia, SC 29202  
803.791.7100 tel  
803.791.9874 fax

#### **Greenville**

224 Neely Ferry Road  
Simpsonville, SC 29680  
864.963.3645 tel  
864.963.2063 fax

#### **Florence**

3031 Caterpillar Lane  
Florence, SC 29506  
843.678.8520 tel  
843.678.8538 fax

#### **Rock Hill**

3777 Lazy Hawk Rd  
Rock Hill, SC 29730  
803.324.9600 tel  
803.324.9710 fax

#### **Myrtle Beach**

2334 Chestnut Road  
Longs, SC 29568  
843.399.1692 tel  
843.399.2092 fax

#### **Summerville**

153 Farmington Drive  
Summerville, SC 29483  
843.871.2001 tel  
843.285.2854 fax

**Project: City of Walterboro, Admin Building****Date Issued: February 5, 2020****Expiration: March 30, 2020**

Page # 1 of 3

**60 kW Natural Gas Generator Set****One (1) New CATERPILLAR Model D60 Natural Gas Engine Driven Generator Set, rated 57kW standby, 120/208 Volts, 3 phase, 4 wire, 60 Hertz at 1800 RPM, equipped as follow for outdoor application:****Emissions and Certifications**

- ◆ **This engine meets US EPA requirements for Emergency Standby.**
- ◆ **UL2200 Listed**

**Cooling System**

- ◆ **Radiator for 110 degree F ambient, unit mounted.**
- ◆ **Jacket water heater, one 1800 watt heater with thermostatic controls, 240 single phase input.**

**Starting System**

- ◆ **Electric Starting Motor, 12VDC.**
- ◆ **Battery set, CAT Premium High Output Battery with rack & cables  
Installed (wet) 1000CCA;90amp hr;12V**
- ◆ **Automatic Dual Rate Battery Charger, 10 amps, Installed in genset enclosure, 120 VAC input required. Includes DC voltmeter, DC ammeter, AC fuse, DC fuse, automatic float/equalize control, and low voltage alarm.**

**Instrumentation & Controls**

- ◆ **Electronic governor, with solid state speed control board, +/- 0.25% regulation.**
- ◆ **CAT EMCP 4.2 Genset Controller**
  - **Instrumentation:** LCD Display with adjustable contrast and backlight with auto power off.  
AC metering: Volts 3-phase (L-L & L-N); Amps (per phase & average); Frequency; kW (total & per phase); kVA (total & per phase); kVAR (total & per phase); Power Factor (overall & per phase); kW hours; kVAR hours  
DC metering: Battery Volts; Engine Hours run; Engine Jacket Water Temperature (in °C or °F); Lube Oil Pressure (in psi, kPa or bar); Engine Speed (rpm); Crank attempt counter; Start counter
  - **Protection:** Fail to start shutdown, Low oil pressure shutdown, High engine temperature, Approaching high coolant temperature alarm, Approaching low oil pressure alarm, Not in auto mode alarm, Underspeed / Overspeed, Loss of Engine Speed Detection, Low / High battery voltage, Battery charger failure (if fitted), Under volts, Over volts, Under frequency, Over frequency, Overcurrent, 4 spare fault channels  
20 Event fault log (name of event, engine hours at first occurrence of event, time stamp at first, occurrence, engine hours at latest occurrence of event, time stamp at latest occurrence, number, of occurrences of event)
  - **Controls:** 2 LED status indicators (1 red shutdown, 1 amber warning), Run key and LED indicator, Auto key and LED indicator, Stop key and LED indicator, Lamp test key, Alarm acknowledge key, Menu navigation keys, Engine and AC metering shortcut keys, All control module keys have tactile feedback, Lock down emergency stop push button
  - **Qty (1) 16 light remote Annunciator, shipped loose.**

**Generator (Alternator)**

- ◆ **CATERPILLAR AC power single bearing generator standby rated at 105 degree C rise, 3 phase, 4 wire, direct connected with:**
  - **PMG Excitation**
  - **3 phase voltage regulator +/- .25% regulation from 0% load to 100% load.**
  - **Circuit Breaker, One (1) 150A, 100% Rated**

**Genset Enclosure – Sound Attenuated**

- **Steel construction with two (2) single access doors per side**



# Quotation # 20MBF0057-01

Yancey Power Systems  
 259 Lee Industrial Blvd.  
 Austell, GA 30168-7406  
 770.941.2424 tel  
 770.941.2411 fax  
 877.278.6235 toll free  
[www.YanceyPower.com](http://www.YanceyPower.com)

**Project:** City of Walterboro, Admin Building

**Date Issued:** February 5, 2020

**Expiration:** March 30, 2020

- **Internal vibration isolators** installed between generator set and mounting rails.
- **Painted standard alkyd enamel finish**, color is CATERPILLAR white.

### Exhaust System

- ◆ **Critical grade silencer** with flexible exhaust connector, installed **INSIDE** enclosure for safety and aesthetics.

### Fuel System – Natural Gas

- ◆ **Includes 1½" x 6" flex gas line** supplied loose. **No flat piping, valves or regulators included.** **Note: Gas units require a gas pressure of 11 to 15 inches of water in column to operate properly.**

### Automatic Transfer Switch

- ◆ **One (1) ATS, rated 400 amps, 208V, 4 poles, 3 phase, 60 HZ.** Switch includes in-phase monitor and engine exerciser. **NEMA 3R (Indoor) enclosure.**

### Other Services Provided by Yancey Power Systems Included for this project:

- ◆ **Project Management**
- ◆ **Delivery to job site (offloading & installation by others)**
- ◆ **Start-up and testing services**
- ◆ **Operation and Maintenance Manuals**
- ◆ **Warranty, CAT Equipment: Two (2) years from the start-up date.**

### Miscellaneous:

F.O.B. jobsite, freight included

<b>NET PRICE:</b> .....	<b>\$ 33,800</b>
<b>Sales tax at 8%</b> .....	<b>\$2,704</b>
<b>Total project Price</b> .....	<b>\$36,504</b>

### CLARIFICATIONS

This quotation is based on standard CATERPILLAR equipment and limited to the scope of supply contained within this quote.

### Scheduling:

- Submittals: 2 weeks from receipt of order.
- Automatic Transfer Switches: 2 – 4 weeks from order.
- Generator Set: 13-15 weeks from order. To be confirmed at time of order.

### Price DOES NOT include the following:

- State and local sales tax
- Installation of the equipment (including shipped loose accessories)
- Wiring terminations (power conductors)
- Offloading of equipment at the jobsite
- Fuel for startup and testing

Start-Up, Testing, & Training to be performed during normal business hours unless specifically indicated otherwise. Telephone and verbal orders are to be confirmed in writing. We reserve the right to correct stenographic or clerical errors. Yancey Power Systems is not responsible for occurrences beyond our control. This quotation is made subject to Yancey Power Systems Standard Terms and Conditions.

Thank you for your request and for your consideration of this quotation.

ACCEPTANCE:

BY YANCEY POWER SYSTEMS

\_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_ DATE \_\_\_\_\_

**Standard Terms and Conditions – V2**

Yancey Power Systems  
259 Lee Industrial Blvd.  
Austell, GA 30168-7406  
770.941.2424 tel  
770.941.2411 fax  
877.278.6235 toll free  
[www.YanceyPower.com](http://www.YanceyPower.com)

# Quotation # 20MBF0057-01

**Project: City of Walterboro, Admin Building**

**Date Issued: February 5, 2020**

**Expiration: March 30, 2020**

Page # 3 of 3

1. **CONTRACT.** Unless otherwise stated, all sales transactions are expressly subject to these terms and conditions. Credit sales likewise are subject to credit approval. No understanding, promise or representation, and no waiver, alteration or modification of any of the provisions hereof shall be binding upon Yancey Bros. Co. (d/b/a Yancey Power Systems – the "Company") unless assented to expressly in writing by an authorized representative of Company. Buyer shall not rely on any statement or representation of any party (including, without limitation, any Company sales representative) that alters, adds to or differs from these terms and conditions, and no such statement or representation shall be recognized by or be binding upon Company. Any and all provisions of Buyer's Purchase Order or other documents that add to or differ from these Terms and Conditions are EXPRESSLY rejected. No waiver of these Terms and Conditions or acceptance of others shall be construed from any failure of Company to raise objection.
2. **QUOTATIONS AND PUBLISHED PRICES.** Quotations automatically expire thirty (30) calendar days from the date issued unless otherwise stated in the Quotation and are subject to withdrawal by notice within that period. Company reserves the right unilaterally to extend such Quotation up to six (6) months from the date of issuance. Company's price for equipment, unless otherwise specified, does not include an allowance for installation and/or final on-site adjustment. Prices shall be subject to adjustment to those in effect at time of shipment.
3. **TAXES.** Company's prices do not include any applicable sale, use, excise or similar taxes; and the amount of any such tax which Company may be required to pay or collect will be added to each invoice unless Buyer has furnished Company with a valid tax exemption certificate acceptable to the taxing authorities. Where a buyer fails to furnish the required documentation, the previously unpaid sales, use, excise, or similar tax will be billed to the Buyer. If upon subsequent sales, use, excise or similar tax audit, an exemption certificate provided to Company by Buyer is, through no fault of Company, determined to be invalid, Company will attempt to acquire a valid exemption certificate, notarized affidavit of exempt use, or other necessary documentation from Buyer. If Buyer fails timely to furnish a valid exemption certificate, notarized affidavit, or other necessary documentation, the previously unpaid sales, use, excise or similar tax will be billed to Buyer.
4. **TERMS.** Except as otherwise provided herein, TERMS ARE CASH, NET THIRTY (30) DAYS, from date of invoice. Amounts past due are subject to a service charge of 1.5% per month (or fraction thereof), or maximum contract rate as permitted by law, and any payments will be applied first to service charges due. If Company deems that, by any reason of the financial condition of the Buyer or otherwise, the continuance of production or shipment on the terms specified herein are not justified, Company may require full or partial payment in advance. The terms provided herein supercede any customer or trade practice regarding service charges, time of payment or any other term of payment.
5. **DELIVERY.** Delivery dates indicated in the contract documents are approximate and are based on prompt receipt of all necessary information regarding the equipment covered by the contract. Company will use reasonable efforts to meet the indicated delivery dates, but cannot be held responsible for its failure to do so. Company shall not be liable for delays in delivery or in performance or failure to manufacture or deliver, due to causes beyond its reasonable control; acts of God, acts of civil or military authority, priorities, fires, strikes or other labor disturbances, floods, epidemics, war, riot, or delays in transportation; or inability on account of causes beyond its reasonable control to obtain the necessary labor, materials, components or manufacturing facilities. In the event of any such delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay. In the event of any delay caused by Buyer, Company will store and handle all items ordered at Buyer's risk and will invoice Buyer for the unpaid portion of the contract price, plus storage, insurance and handling charges, on or after the date on which the equipment is ready for delivery, payable in full within thirty (30) days from invoice date.
6. **DELIVERY AND HANDLING CHARGES.** Unless otherwise specified, shipments are F.O.B. factory. Delivery and handling charges will be prepaid and billed as a separate item on the equipment invoice on the basis of Company's current freight policies. Buyer may also specify and use a designated freight carrier. In the absence of such specification, goods will be shipped by the method and via the carrier chosen by Company.
7. **SHIPPING AND PACKING.** All material shall be carefully packed for shipment and Company will not be responsible for loss, delay or breakage after having received "in good order" receipts from the carrier. All claims for breakage, loss, delay and damage should be made to the carrier. Shipping weights and dimensions given in Company's materials are as close to actual as predictable, but are not guaranteed. No claims will be allowed because of any discrepancy between actual weight or dimensions shipped and listed data.
8. **SUBSTITUTIONS.** Unless specifically restricted on a purchase order, Company reserves the right to substitute the latest superseding design and manufactured equivalent product where the interchangeability of the product is based on form, fit, and function, in place of the product offered.
9. **CHANGES.** Buyer may, with the express written consent of Company, make changes in the specifications for equipment or work covered by the contract. In such event, the contract price and delivery dates shall be equally adjusted. The Company shall be entitled to payment for reasonable profit plus costs and expenses incurred by it for work and materials rendered unnecessary as a result of such changes, and for work and materials required to effect such changes.
10. **NONCONFORMITY.** All equipment sold by Company is to be inspected before shipment, and should any of such equipment prove defective due to faults in manufacture, or fail to meet the written specifications accepted by Company, Buyer shall not return the goods, but shall notify Company immediately, stating full particulars in support of its claim, and Company will either replace the goods upon return of the defective or unsatisfactory material or shall adjust the matter fairly and promptly, but under no circumstances shall Seller be liable for consequential or other damages, losses or expenses in connection with or by reason of the use of or inability to use materials purchased for any purpose.
11. **CANCELLATION.** Undelivered parts of any order may be canceled by the Buyer only with the written approval of Company. If Buyer makes an assignment for the benefit of creditors, or in the event that the Company for any reason feels insecure about Buyer's willingness or ability to perform, then Company shall have the right to cancel this sales transaction. In the event of any cancellation of this order by Buyer, Buyer shall pay to Company the reasonable costs and expenses (including engineering expenses and commitments to suppliers and subcontractors) incurred by Company prior to receipt of notice of such cancellation, plus Company's usual rate of profit for similar work. In the event Company agrees to accept equipment for restocking, a minimum charge of twenty-five percent (25%), based on the sales price to Buyer of said equipment, will apply.
12. **SECURITY INTEREST.** Buyer agrees to pay for the equipment according to the Company's payment terms and does hereby grant the Company a purchase money security interest in the equipment until such time as it is fully paid. Buyer hereby appoints Company as its Attorney-in-Fact and authorizes Company, at Buyer's expense, to take such action as may be necessary to perfect and protect Company's security interest, including the filing and/or recording of Uniform Commercial Code Financial Statements, and grants Company the right to execute Buyer's name thereto. In the event of a default by Buyer, Company shall be entitled to any of the rights and remedies provided by law. Buyer hereby authorizes Company, at Buyer's expense, to file or record any statement, memorandum or other instrument showing the interest of Company in the equipment, including Uniform Commercial Code Financing Statement, and grant the Company the right to execute Buyer's name thereto. Buyer agrees to pay or reimburse Company for any searches, filings, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. Buyer shall at its expense protect and defend Company's title against all persons claiming against or through Buyer, at all times keeping the equipment free from any legal process or encumbrance whatsoever, including, but not limited to liens, attachments, levies and executions, and shall give Company immediate written notice thereof and shall indemnify Company from any loss caused thereby.
13. **DEFAULT.** Upon default and placing of this instrument with an attorney for collection or repossession of the equipment, Buyer agrees to reimburse Company for its reasonable attorney's fees and court costs incurred in connection therewith.
14. **BUYER ACCEPTANCE.** Any apparatus delivered hereunder shall be deemed to be fully accepted by Buyer unless Company receives written notice of rejection of any such apparatus within ten (10) days after the date of delivery to Buyer.
15. **WARRANTIES.** COMPANY MAKES NO REPRESENTATION, GUARANTY OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, THAT EXTEND BEYOND THE DESCRIPTION OF EQUIPMENT, UNLESS REDUCED TO WRITING AND MADE A PART OF THIS CONTRACT. IN ADDITION, ALL EQUIPMENT SHALL BE WARRANTED SOLELY BY THE MANUFACTURER OF SAID EQUIPMENT PURSUANT TO THE TERMS OF THAT MANUFACTURER'S SUPPLIED WARRANTY.
16. **DISCLAIMER OF DAMAGES AND LIMITATION OF LIABILITY.** IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PENAL DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEPT DAMAGES ARISING OUT OF OR RESULTING FROM COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.  
Such damages shall include but not be limited to loss of profits or revenues, loss of use of the equipment or associated equipment, cost of substitute equipment, facilities, down-time costs, increased construction costs or claims of Buyer's customers or contractors for such damages. Buyer agrees that in the event of a transfer, assignment or lease of the equipment sold hereunder, Buyer shall secure for Company the protection afforded to it in the paragraph set forth immediately below.  
Company shall not be liable for any loss, claim, expense or damage caused by, contributed to, or arising out of the acts or omissions of Buyer or third parties (including carriers), whether for negligence or otherwise. In no event shall Company's liability for any cause of action whatsoever exceed the cost of the item giving rise to the claim, whether based in contract, warranty, indemnity or tort (including negligence). Buyer agrees to defend and hold Company harmless from any claim or suit arising hereunder.
17. **REGULATORY LAWS AND/OR STANDARDS.** Company takes reasonable steps to keep its products in conformity with various nationally recognized standards and such regulations which may affect its products, however, Company recognizes that its products are utilized in many regulated applications and that from time to time standards and regulations are in conflict with each other. Company makes no promise or representation that its product will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon for compliance in writing as a part of the contract between Buyer and Company. Company prices do not include the cost of any related inspections or permits or inspection fees.
18. **NO RESPONSIBILITY FOR GRATUITIOUS INFORMATION OR ASSISTANCE.** If Company provides Buyer with assistance or advice which concerns any parts, products, or services supplied hereunder or any system of equipment in which any such part, product or service may be installed and which advice is not required pursuant hereto, the furnishing of such assistance or advice shall not subject Company to any liability whether based in contract, warranty, tort (including negligence) or otherwise.
19. **NONASSIGNMENT.** This order may not be assigned by Buyer, in whole or in part, without Company's prior written consent.
20. **ENTIRE AGREEMENT AND AMENDMENT.** This Quotation constitutes the entire agreement between Company and Buyer with respect to the transactions hereunder and no representation, promise, or condition not set forth herein has been relied upon by Buyer or shall be binding upon either party hereto.
21. **DATA GOVERNANCE** Company may disclose information and data that you provide to our subsidiaries and affiliates, and to Caterpillar, Inc., contractors, service providers, and other third parties we use to support our business; for any other purpose disclosed by us when you provide information; or with your consent. We may also disclose information and data that you provide to comply with any court order, law or legal or regulatory process; to enforce or apply our terms of use and other agreements, including for billing and collection purposes; and if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Company, our customers, or others. If equipment supplied is equipped with a digital offering from Caterpillar Inc. that is enabled, data concerning this equipment, its condition, and its operation (including product location) may be transmitted directly to Caterpillar for use by Caterpillar, its affiliates, and each of their respective licensors, services providers, suppliers, subcontractors and distributors (including Company), to provide services to you that may include remote operation, maintenance, and updates of this machine, and as described in Caterpillar's Telematics Data Privacy Statement, (available at [https://www.cat.com/en\\_MX/support/operations/leet-management-solutions/product-link/caterpillar-telematics-dataprivacystatement.html](https://www.cat.com/en_MX/support/operations/leet-management-solutions/product-link/caterpillar-telematics-dataprivacystatement.html)) and Data Governance Statement (available at [https://www.cat.com/data\\_governance\\_statement](https://www.cat.com/data_governance_statement)). You hereby consent to use of any such data in accordance with the Telematics Data Privacy Statement and Data Governance Standard (as applicable) and grant all rights and licenses necessary for such use and for operation of the digital offering. If you wish to revoke this consent, you must do so in accordance with the Telematics Data Privacy Statement and Data Governance Standard (and also notify Yancey Bros. Co. by contacting Dave Carpenter: [dave\\_carpenter@yanceybros.com](mailto:dave_carpenter@yanceybros.com)). CATERPILLAR'S DIGITAL OFFERINGS ARE NOT PROVIDED BY YANCEY BROS. CO. AND YANCEY BROS. CO. SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH SUCH DIGITAL OFFERINGS.

**Project: City of Walterboro, City Hall****Date Issued: February 5, 2020****Expiration: March 30, 2020****80 kW Natural Gas Generator Set****One (1) New CATERPILLAR Model D80 Natural Gas Engine Driven Generator Set, rated 80kW standby, 120/208 Volts, 3 phase, 4 wire, 60 Hertz at 1800 RPM, equipped as follow for outdoor application:****Emissions and Certifications**◆ **This engine meets US EPA requirements for Emergency Standby.**◆ **UL2200 Listed****Cooling System**◆ **Radiator for 110 degree F ambient, unit mounted.**◆ **Jacket water heater, one 1800 watt heater with thermostatic controls, 240 single phase input.****Starting System**◆ **Electric Starting Motor, 12VDC.**◆ **Battery set, CAT Premium High Output Battery with rack & cables  
Installed (wet) 1000CCA;90amp hr;12V**◆ **Automatic Dual Rate Battery Charger, 10 amps, Installed in genset enclosure, 120 VAC input required. Includes DC voltmeter, DC ammeter, AC fuse, DC fuse, automatic float/equalize control, and low voltage alarm.****Instrumentation & Controls**◆ **Electronic governor, with solid state speed control board, +/- 0.25% regulation.**◆ **CAT EMCP 4.2 Genset Controller**

- **Instrumentation:** LCD Display with adjustable contrast and backlight with auto power off.  
AC metering: Volts 3-phase (L-L & L-N); Amps (per phase & average); Frequency; kW (total & per phase); kVA (total & per phase); kVAR (total & per phase); Power Factor (overall & per phase); kW hours; kVAR hours  
DC metering: Battery Volts; Engine Hours run; Engine Jacket Water Temperature (in °C or °F); Lube Oil Pressure (in psi, kPa or bar); Engine Speed (rpm); Crank attempt counter; Start counter
- **Protection:** Fail to start shutdown, Low oil pressure shutdown, High engine temperature, Approaching high coolant temperature alarm, Approaching low oil pressure alarm, Not in auto mode alarm, Underspeed / Overspeed, Loss of Engine Speed Detection, Low / High battery voltage, Battery charger failure (if fitted), Under volts, Over volts, Under frequency, Over frequency, Overcurrent, 4 spare fault channels  
20 Event fault log (name of event, engine hours at first occurrence of event, time stamp at first occurrence, engine hours at latest occurrence of event, time stamp at latest occurrence, number, of occurrences of event)
- **Controls:** 2 LED status indicators (1 red shutdown, 1 amber warning), Run key and LED indicator, Auto key and LED indicator, Stop key and LED indicator, Lamp test key, Alarm acknowledge key, Menu navigation keys, Engine and AC metering shortcut keys, All control module keys have tactile feedback, Lock down emergency stop push button
- **Qty (1) 16 light remote Annunciator, shipped loose.**

**Generator (Alternator)**◆ **CATERPILLAR AC power single bearing generator standby rated at 105 degree C rise, 3 phase, 4 wire, direct connected with:**

- **PMG Excitation**
- **3 phase voltage regulator +/- .25% regulation from 0% load to 100% load.**
- **Circuit Breaker, One (1) 600A, 100% Rated**

**Genset Enclosure – Sound Attenuated**

- **Steel construction with two (2) single access doors per side**



# Quotation # 20MBF0058-01

Yancey Power Systems  
 259 Lee Industrial Blvd.  
 Austell, GA 30168-7406  
 770.941.2424 tel  
 770.941.2411 fax  
 877.278.6235 toll free  
[www.YanceyPower.com](http://www.YanceyPower.com)

**Project: City of Walterboro, City Hall**

**Date Issued: February 5, 2020**

**Expiration: March 30, 2020**

- Internal vibration isolators installed between generator set and mounting rails.
- Painted standard alkyl enamel finish, color is CATERPILLAR white.

### Exhaust System

- ◆ Critical grade silencer with flexible exhaust connector, installed INSIDE enclosure for safety and aesthetics.

### Fuel System – Natural Gas

- ◆ Includes 1½" x 6" flex gas line supplied loose. No flat piping, valves or regulators included. Note: Gas units require a gas pressure of 11 to 15 inches of water in column to operate properly.

### Automatic Transfer Switch

- ◆ One (1) ATS, rated 600 amps, 208V, 4 poles, 3 phase, 60 HZ. Switch includes in-phase monitor and engine exerciser. NEMA 3R (Indoor) enclosure.

### Other Services Provided by Yancey Power Systems Included for this project:

- ◆ Project Management
- ◆ Delivery to job site (offloading & installation by others)
- ◆ Start-up and testing services
- ◆ Operation and Maintenance Manuals
- ◆ Warranty, CAT Equipment: Two (2) years from the start-up date.

### Miscellaneous:

F.O.B. jobsite, freight included

NET PRICE: .....	\$ 39,700
Sales tax at 8% .....	\$3,176
<b>Total project Price.....</b>	<b>\$42,876</b>

### CLARIFICATIONS

This quotation is based on standard CATERPILLAR equipment and limited to the scope of supply contained within this quote.

### Scheduling:

- Submittals: 2 weeks from receipt of order.
- Automatic Transfer Switches: 2 – 4 weeks from order.
- Generator Set: 13-15 weeks from order. To be confirmed at time of order.

### Price DOES NOT include the following:

- State and local sales tax
- Installation of the equipment (including shipped loose accessories)
- Wiring terminations (power conductors)
- Offloading of equipment at the jobsite
- Fuel for startup and testing

Start-Up, Testing, & Training to be performed during normal business hours unless specifically indicated otherwise. Telephone and verbal orders are to be confirmed in writing. We reserve the right to correct stenographic or clerical errors. Yancey Power Systems is not responsible for occurrences beyond our control. This quotation is made subject to Yancey Power Systems Standard Terms and Conditions.

Thank you for your request and for your consideration of this quotation.

ACCEPTANCE:

BY YANCEY POWER SYSTEMS

\_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_ DATE \_\_\_\_\_

**Project: City of Walterboro, City Hall****Date Issued: February 5, 2020****Expiration: March 30, 2020**

Page # 3 of 3

**Standard Terms and Conditions – V2**

1. **CONTRACT.** Unless otherwise stated, all sales transactions are expressly subject to these terms and conditions. Credit sales likewise are subject to credit approval. No understanding, promise or representation, and no waiver, alteration or modification of any of the provisions hereof shall be binding upon Yancey Bros. Co. (dba Yancey Power Systems – the “Company”) unless assented to expressly in writing by an authorized representative of Company. Buyer shall not rely on any statement or representation of any party (including, without limitation, any Company sales representative) that alters, adds to or differs from these terms and conditions, and no such statement or representation shall be recognized by or be binding upon Company. Any and all provisions of Buyer’s Purchase Order or other documents that add to or differ from these Terms and Conditions are EXPRESSLY rejected. No waiver of these Terms and Conditions or acceptance of others shall be construed from any failure of Company to raise objection.
2. **QUOTATIONS AND PUBLISHED PRICES.** Quotations automatically expire thirty (30) calendar days from the date issued unless otherwise stated in the Quotation and are subject to withdrawal by notice within that period. Company reserves the right unilaterally to extend such Quotation up to six (6) months from the date of issuance. Company’s price for equipment, unless otherwise specified, does not include an allowance for installation and/or final on-site adjustment. Prices shall be subject to adjustment to those in effect at time of shipment.
3. **TAXES.** Company’s prices do not include any applicable sale, use, excise or similar taxes; and the amount of any such tax which Company may be required to pay or collect will be added to each invoice unless Buyer has furnished Company with a valid tax exemption certificate acceptable to the taxing authorities. Where a buyer fails to furnish the required documentation, the previously unpaid sales, use, excise, or similar tax will be billed to the Buyer. If upon subsequent sales, use, excise or similar tax audit, an exemption certificate provided to Company by Buyer is, through no fault of Company, determined to be invalid, Company will attempt to acquire a valid exemption certificate, notarized affidavit of exempt use, or other necessary documentation from Buyer. If Buyer fails timely to furnish a valid exemption certificate, notarized affidavit, or other necessary documentation, the previously unpaid sales, use, excise or similar tax will be billed to Buyer.
4. **TERMS.** Except as otherwise provided herein, **TERMS ARE CASH, NET THIRTY (30) DAYS**, from date of invoice. Amounts past due are subject to a service charge of 1.5% per month (or fraction thereof), or maximum contract rate as permitted by law, and any payments will be applied first to service charges due. If Company deems that, by any reason of the financial condition of the Buyer or otherwise, the continuance of production or shipment on the terms specified herein are not justified, Company may require full or partial payment in advance. The terms provided herein supercede any customer or trade practice regarding service charges, time of payment or any other term of payment.
5. **DELIVERY.** Delivery dates indicated in the contract documents are approximate and are based on prompt receipt of all necessary information regarding the equipment covered by the contract. Company will use reasonable efforts to meet the indicated delivery dates, but cannot be held responsible for its failure to do so. Company shall not be liable for delays in delivery or in performance or failure to manufacture or deliver, due to causes beyond its reasonable control; acts of God, acts of Buyer, acts of civil or military authority, priorities, fires, strikes or other labor disturbances, floods, epidemics, war, riot, or delays in transportation; or inability on account of causes beyond its reasonable control to obtain the necessary labor, materials, components or manufacturing facilities. In the event of any such delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay. In the event of any delay caused by Buyer, Company will store and handle all items ordered at Buyer’s risk and will invoice Buyer for the unpaid portion of the contract price, plus storage, insurance and handling charges, on or after the date on which the equipment is ready for delivery, payable in full within thirty (30) days from invoice date.
6. **DELIVERY AND HANDLING CHARGES.** Unless otherwise specified, shipments are F.O.B. factory. Delivery and handling charges will be prepaid and billed as a separate item on the equipment invoice on the basis of Company’s current freight policies. Buyer may also specify and use a designated freight carrier. In the absence of such specification, goods will be shipped by the method and via the carrier chosen by Company.
7. **SHIPPING AND PACKING.** All material shall be carefully packed for shipment and Company will not be responsible for loss, delay or breakage after having received “in good order” receipts from the carrier. All claims for breakage, loss, delay and damage should be made to the carrier. Shipping weights and dimensions given in Company’s materials are as close to actual as predictable, but are not guaranteed. No claims will be allowed because of any discrepancy between actual weight or dimensions shipped and listed data.
8. **SUBSTITUTIONS.** Unless specifically restricted on a purchase order, Company reserves the right to substitute the latest superseding design and manufactured equivalent product where the interchangeability of the product is based on form, fit, and function, in place of the product offered.
9. **CHANGES.** Buyer may, with the express written consent of Company, make changes in the specifications for equipment or work covered by the contract. In such event, the contract price and delivery dates shall be equally adjusted. The Company shall be entitled to payment for reasonable profit plus costs and expenses incurred by it for work and materials rendered unnecessary as a result of such changes, and for work and materials required to effect such changes.
10. **NONCONFORMITY.** All equipment sold by Company is to be inspected before shipment, and should any of such equipment prove defective due to faults in manufacture, or fail to meet the written specifications accepted by Company, Buyer shall not return the goods, but shall notify Company immediately, stating full particulars in support of its claim, and Company will either replace the goods upon return of the defective or unsatisfactory material or shall adjust the matter fairly and promptly, but under no circumstances shall Seller be liable for consequential or other damages, losses or expenses in connection with or by reason of the use of or inability to use materials purchased for any purpose.
11. **CANCELLATION.** Undelivered parts of any order may be canceled by the Buyer only with the written approval of Company. If Buyer makes an assignment for the benefit of creditors, or in the event that the Company for any reason feels insecure about Buyer’s willingness or ability to perform, then Company shall have the right to cancel this sales transaction. In the event of any cancellation of this order by Buyer, Buyer shall pay to Company the reasonable costs and expenses (including engineering expenses and commitments to suppliers and subcontractors) incurred by Company prior to receipt of notice of such cancellation, plus Company’s usual rate of profit for similar work. In the event Company agrees to accept equipment for reworking, a minimum charge of twenty-five percent (25%), based on the sales price to Buyer of said equipment, will apply.
12. **SECURITY INTEREST.** Buyer agrees to pay for the equipment according to the Company’s payment terms and does hereby grant the Company a purchase money security interest in the equipment until such time as it is fully paid. Buyer hereby appoints Company as its Attorney-in-Fact and authorizes Company, at Buyer’s expense, to take such action as may be necessary to perfect and protect Company’s security interest, including the filing and/or recording of Uniform Commercial Code Financial Statements, and grants Company the right to execute Buyer’s name thereto. In the event of a default by Buyer, Company shall be entitled to any of the rights and remedies provided by law. Buyer hereby authorizes Company, at Buyer’s expense, to file or record any statement, memorandum or other instrument showing the interest of Company in the equipment, including Uniform Commercial Code Financing Statement, and grant the Company the right to execute Buyer’s name thereto. Buyer agrees to pay or reimburse Company for any searches, filings, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. Buyer shall at its expense protect and defend Company’s title against all persons claiming against or through Buyer, at all times keeping the equipment free from any legal process or encumbrance whatsoever, including, but not limited to liens, attachments, levies and executions, and shall give Company immediate written notice thereof and shall indemnify Company from any loss caused thereby.
13. **DEFAULT.** Upon default and placing of this instrument with an attorney for collection or repossession of the equipment, Buyer agrees to reimburse Company for its reasonable attorney’s fees and court costs incurred in connection therewith.
14. **BUYER ACCEPTANCE.** Any apparatus delivered hereunder shall be deemed to be fully accepted by Buyer unless Company receives written notice of rejection of any such apparatus within ten (10) days after the date of delivery to Buyer.
15. **WARRANTIES.** COMPANY MAKES NO REPRESENTATION, GUARANTY OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, THAT EXTEND BEYOND THE DESCRIPTION OF EQUIPMENT, UNLESS REDUCED TO WRITING AND MADE A PART OF THIS CONTRACT. IN ADDITION, ALL EQUIPMENT SHALL BE WARRANTED SOLELY BY THE MANUFACTURER OF SAID EQUIPMENT PURSUANT TO THE TERMS OF THAT MANUFACTURER’S SUPPLIED WARRANTY.
16. **DISCLAIMER OF DAMAGES AND LIMITATION OF LIABILITY.** IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PENAL DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEPT DAMAGES ARISING OUT OF OR RESULTING FROM COMPANY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.  
Such damages shall include but not be limited to loss of profits or revenues, loss of use of the equipment or associated equipment, cost of substitute equipment, facilities, down-time costs, increased construction costs or claims of Buyer’s customers or contractors for such damages. Buyer agrees that in the event of a transfer, assignment or lease of the equipment sold hereunder, Buyer shall secure for Company the protection afforded to it in the paragraph set forth immediately below.
- Company shall not be liable for any loss, claim, expense or damage caused by, contributed to, or arising out of the acts or omissions of Buyer or third parties (including carriers), whether for negligence or otherwise. In no event shall Company’s liability for any cause of action whatsoever exceed the cost of the item giving rise to the claim, whether based in contract, warranty, indemnity or tort (including negligence). Buyer agrees to defend and hold Company harmless from any claim or suit arising hereunder.
17. **REGULATORY LAWS AND/OR STANDARDS.** Company takes reasonable steps to keep its products in conformity with various nationally recognized standards and such regulations which may affect its products, however, Company recognizes that its products are utilized in many regulated applications and that from time to time standards and regulations are in conflict with each other. Company makes no promise or representation that its product will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon for compliance in writing as a part of the contract between Buyer and Company. Company prices do not include the cost of any related inspections or permits or inspection fees.
18. **NO RESPONSIBILITY FOR GRATUITOUS INFORMATION OR ASSISTANCE.** If Company provides Buyer with assistance or advice which concerns any parts, products, or services supplied hereunder or any system of equipment in which any such part, product or service may be installed and which advice is not required pursuant hereto, the furnishing of such assistance or advice shall not subject Company to any liability whether based in contract, warranty, tort (including negligence) or otherwise.
19. **NONASSIGNMENT.** This order may not be assigned by Buyer, in whole or in part, without Company’s prior written consent.
20. **ENTIRE AGREEMENT AND AMMENDMENT.** This Quotation constitutes the entire agreement between Company and Buyer with respect to the transactions hereunder and no representation, promise, or condition not set forth herein has been relied upon by Buyer or shall be binding upon either party hereto.
21. **DATA GOVERNANCE** Company may disclose information and data that you provide to our subsidiaries and affiliates, and to Caterpillar, Inc., contractors, service providers, and other third parties we use to support our business; for any other purpose disclosed by us when you provide information; or with your consent. We may also disclose information and data that you provide to comply with any court order, law or legal or regulatory process, to enforce or apply our terms of use and other agreements, including for billing and collection purposes; and if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Company, our customers, or others. If equipment supplied is equipped with a digital offering from Caterpillar Inc. that is enabled, data concerning this equipment, its condition, and its operation (including product location) may be transmitted directly to Caterpillar for use by Caterpillar, its affiliates, and each of their respective licensors, services providers, suppliers, subcontractors and distributors (including Company), to provide services to you that may include remote operation, maintenance, and updates of this machine, and as described in Caterpillar’s Telematics Data Privacy Statement, (available at [https://www.cat.com/en\\_MX/support/operations/fleet-management-solutions/product-link/caterpillar-telematics-dataprivacystatement.html](https://www.cat.com/en_MX/support/operations/fleet-management-solutions/product-link/caterpillar-telematics-dataprivacystatement.html)) and Data Governance Statement (available at [https://www.cat.com/data\\_governance\\_statement](https://www.cat.com/data_governance_statement)). You hereby consent to use of any such data in accordance with the Telematics Data Privacy Statement and Data Governance Standard (as applicable) and grant all rights and licenses necessary for such use and for operation of the digital offering. If you wish to revoke this consent, you must do so in accordance with the Telematics Data Privacy Statement and Data Governance Standard (and also notify Yancey Bros. Co. by contacting Dave Carpenter: [dave.carpenter@yanceybros.com](mailto:dave.carpenter@yanceybros.com)). CATERPILLAR’S DIGITAL OFFERINGS ARE NOT PROVIDED BY YANCEY BROS. CO. AND YANCEY BROS. CO. SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH SUCH DIGITAL OFFERINGS.



**Project: City of Walterboro, DISC Building****Date Issued: February 5, 2020****Expiration: March 30, 2020****150 kW Natural Gas Generator Set**

**One (1) New CATERPILLAR Model DG150 NATURAL GAS Engine Driven Generator Set, rated 150kW standby, 188kVA at 0.8 PF, 120/208 Volts, 3 phase, 4 wire, 60 Hertz at 1800 RPM, equipped as follows for outdoor application:**

**Emissions and Certifications**

- ◆ **This engine meets US EPA Emergency Standby.**
- ◆ **UL2200 Listed**

**Cooling System**

- ◆ **Radiator for 110 degree F ambient, unit mounted.**
- ◆ **Jacket water heater with thermostatic controls.**

**Starting System**

- ◆ **Electric Starting Motor, 12VDC.**
- ◆ **Battery set, CAT Premium High Output Battery with rack & cables**
- ◆ **Automatic Dual Rate Battery Charger, 10 amps, Installed in genset enclosure, 120 VAC input required. Includes DC voltmeter, DC ammeter, AC fuse, DC fuse, automatic float/equalize control, and low voltage alarm.**

**Instrumentation & Controls**

- ◆ **Electronic governor, with solid state speed control board, +/- 0.25% regulation.**
- ◆ **CAT EMCP 4.2 Genset Controller**
  - **Instrumentation:** LCD Display with adjustable contrast and backlight with auto power off. AC metering: Volts 3-phase (L-L & L-N); Amps (per phase & average); Frequency; kW (total & per phase); kVA (total & per phase); kVAR (total & per phase); Power Factor (overall & per phase); kW hours; kVAR hours DC metering: Battery Volts; Engine Hours run; Engine Jacket Water Temperature (in °C or °F); Lube Oil Pressure (in psi, kPa or bar); Engine Speed (rpm); Crank attempt counter; Start counter
  - **Protection:** Fail to start shutdown, Low oil pressure shutdown, High engine temperature, Approaching high coolant temperature alarm, Approaching low oil pressure alarm, Not in auto mode alarm, Underspeed / Overspeed, Loss of Engine Speed Detection, Low / High battery voltage, Battery charger failure (if fitted), Under volts, Over volts, Under frequency, Over frequency, Overcurrent, 4 spare fault channels 20 Event fault log (name of event, engine hours at first occurrence of event, time stamp at first, occurrence, engine hours at latest occurrence of event, time stamp at latest occurrence, number, of occurrences of event)
  - **Controls:** 2 LED status indicators (1 red shutdown, 1 amber warning), Run key and LED indicator, Auto key and LED indicator, Stop key and LED indicator, Lamp test key, Alarm acknowledge key, Menu navigation keys, Engine and AC metering shortcut keys, All control module keys have tactile feedback, Lock down emergency stop push button
  - **Qty (1) 16 light remote Annunciator, shipped loose.**

**Generator (Alternator)**

- ◆ **CATERPILLAR AC power single bearing generator standby rated at 125 degree C rise, 3 phase, 4 wire, direct connected with:**
  - **PM Excitation System**
  - **3 phase voltage regulator +/- .25% regulation from 0% load to 100% load.**
  - **Circuit Breaker, 400A**

**Genset Weather Protective – SOUND ATTENUATED – Enclosure**

- **Steel construction with two (2) single access doors per side**
- **Internal vibration isolators installed between generator set and mounting rails.**
- **Painted standard alkyd enamel finish, color is CATERPILLAR white.**



# Quotation # 20MBF0056-01

Yancey Power Systems  
 259 Lee Industrial Blvd.  
 Austell, GA 30168-7406  
 770.941.2424 tel  
 770.941.2411 fax  
 877.278.6235 toll free  
[www.YanceyPower.com](http://www.YanceyPower.com)

**Project: City of Walterboro, DISC Building**

**Date Issued: February 5, 2020**

**Expiration: March 30, 2020**

**Exhaust System**

- ◆ Critical grade silencer with flexible exhaust connector, installed INSIDE enclosure for safety and aesthetics.

**Fuel System – Natural Gas**

- ◆ Includes 1¼" x 6" flex gas line supplied loose. No flat piping, valves or regulators included. Note: Gas units require a gas pressure of 11 to 15 inches of water in column to operate properly.

**Automatic Transfer Switch**

- ◆ One (1) ATS, rated 400 amps, 208V, 4 poles, 3 phase, 60 HZ. Switch includes in-phase monitor and engine exerciser. NEMA 3R (indoor) enclosure.

**Other Services Provided by Yancey Power Systems Included for this project:**

- ◆ Project Management
- ◆ Delivery to job site (offloading & installation by others)
- ◆ Start-up and testing services including 4 hour resistive load bank test during start-up.
- ◆ Operator training: up to 2 hours on site – single trip.
- ◆ Operation and Maintenance Manuals: 3 Sets
- ◆ Warranty, CAT Equipment: Two (2) years from the start-up date.

**Miscellaneous:**

F.O.B. factory, freight included. Terms NET 30 days, 90%, and NET 10 days, 10% retainage until startup is complete.

<b>NET PRICE:</b> .....	<b>\$53,158.00</b>
<b>Sales Tax at 8%.....</b>	<b>\$4,252.64</b>
<b>Total project pricing .....</b>	<b>\$57,410.64</b>

**CLARIFICATIONS**

This quotation is based on standard CATERPILLAR equipment and limited to the scope of supply contained within this quote.

**Scheduling:**

- Submittals: 2 weeks from receipt of order.
- Automatic Transfer Switches: 2 – 4 weeks from order.
- Generator Set: 13-15 weeks from order. To be confirmed at time of order.

**Price DOES NOT include the following:**

- State and local sales tax
- Installation of the equipment (including shipped loose accessories)
- Wiring terminations (power conductors)
- Offloading of equipment at the jobsite
- Fuel for startup and testing

Start-Up, Testing, & Training to be performed during normal business hours unless specifically indicated otherwise. Telephone and verbal orders are to be confirmed in writing. We reserve the right to correct stenographic or clerical errors. Yancey Power Systems is not responsible for occurrences beyond our control. This quotation is made subject to Yancey Power Systems Standard Terms and Conditions.

Thank you for your request and for your consideration of this quotation.

ACCEPTANCE:

BY YANCEY POWER SYSTEMS

\_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_ DATE \_\_\_\_\_

**Standard Terms and Conditions – V2**

1. **CONTRACT.** Unless otherwise stated, all sales transactions are expressly subject to these terms and conditions. Credit sales likewise are subject to credit approval. No understanding, promise or representation, and no waiver, alteration or modification of any of the provisions hereof shall be binding upon Yancey Bros. Co. (dba Yancey Power Systems – the “Company”) unless assented to expressly in writing by an authorized representative of Company. Buyer shall not rely on any statement or representation of any party (including, without limitation, any Company sales representative) that alters, adds to or differs from these terms and conditions, and no such statement or representation shall be recognized by or be binding upon Company. Any and all provisions of Buyer’s Purchase Order or other documents that add to or differ from these Terms and Conditions are EXPRESSLY rejected. No waiver of these Terms and Conditions and acceptance of others shall be construed from any failure of Company to raise objection.
  2. **QUOTATIONS AND PUBLISHED PRICES.** Quotations automatically expire thirty (30) calendar days from the date issued unless otherwise stated in the Quotation and are subject to withdrawal by notice within that period. Company reserves the right unilaterally to extend such Quotation up to six (6) months from the date of issuance. Company’s price for equipment, unless otherwise specified, does not include an allowance for installation and/or final on-site adjustment. Prices shall be subject to adjustment to those in effect at time of shipment.
  3. **TAXES.** Company’s prices do not include any applicable sale, use, excise or similar taxes; and the amount of any such tax which Company may be required to pay or collect will be added to each invoice unless Buyer has furnished Company with a valid tax exemption certificate acceptable to the taxing authorities. Where a buyer fails to furnish the required documentation, the previously unpaid sales, use, excise, or similar tax will be billed to the Buyer. If upon subsequent sales, use, excise or similar tax audit, an exemption certificate provided to Company by Buyer is, through no fault of Company, determined to be invalid, Company will attempt to acquire a valid exemption certificate, notarized affidavit of exempt use, or other necessary documentation from Buyer. If Buyer fails timely to furnish a valid exemption certificate, notarized affidavit, or other necessary documentation, the previously unpaid sales, use, excise or similar tax will be billed to Buyer.
  4. **TERMS.** Except as otherwise provided herein, TERMS ARE CASH, NET THIRTY (30) DAYS, from date of invoice. Amounts past due are subject to a service charge of 1.5% per month (or fraction thereof), or maximum contract rate as permitted by law, and any payments will be applied first to service charges due. If Company deems that, by any reason of the financial condition of the Buyer or otherwise, the continuance of production or shipment on the terms specified herein are not justified, Company may require full or partial payment in advance. The terms provided herein supercede any customer or trade practice regarding service charges, time of payment or any other term of payment.
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  7. **SHIPPING AND PACKING.** All material shall be carefully packed for shipment and Company will not be responsible for loss, delay or breakage after having received “in good order” receipts from the carrier. All claims for breakage, loss, delay and damage should be made to the carrier. Shipping weights and dimensions given in Company’s materials are as close to actual as predictable, but are not guaranteed. No claims will be allowed because of any discrepancy between actual weight or dimensions shipped and listed data.
  8. **SUBSTITUTIONS.** Unless specifically restricted on a purchase order, Company reserves the right to substitute the latest superseding design and manufactured equivalent product where the interchangeability of the product is based on form, fit, and function, in place of the product offered.
  9. **CHANGES.** Buyer may, with the express written consent of Company, make changes in the specifications for equipment or work covered by the contract. In such event, the contract price and delivery dates shall be equally adjusted. The Company shall be entitled to payment for reasonable profit plus costs and expenses incurred by it for work and materials rendered unnecessary as a result of such changes, and for work and materials required to effect such changes.
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  11. **CANCELLATION.** Undelivered parts of any order may be canceled by the Buyer only with the written approval of Company. If Buyer makes an assignment for the benefit of creditors, or in the event that the Company for any reason feels insecure about Buyer’s willingness or ability to perform, then Company shall have the right to cancel this sales transaction. In the event of any cancellation of this order by Buyer, Buyer shall pay to Company the reasonable costs and expenses (including engineering expenses and commitments to suppliers and subcontractors) incurred by Company prior to receipt of notice of such cancellation, plus Company’s usual rate of profit for similar work. In the event Company agrees to accept equipment for restocking, a minimum charge of twenty-five percent (25%), based on the sales price to Buyer of said equipment, will apply.
  12. **SECURITY INTEREST.** Buyer agrees to pay for the equipment according to the Company’s payment terms and does hereby grant the Company a purchase money security interest in the equipment until such time as it is fully paid. Buyer hereby appoints Company as its Attorney-in-Fact and authorizes Company, at Buyer’s expense, to take such action as may be necessary to perfect and protect Company’s security interest, including the filing and/or recording of Uniform Commercial Code Financial Statements, and grants Company the right to execute Buyer’s name thereto. In the event of a default by Buyer, Company shall be entitled to any of the rights and remedies provided by law. Buyer hereby authorizes Company, at Buyer’s expense, to file or record any statement, memorandum or other instrument showing the interest of Company in the equipment, including Uniform Commercial Code Financing Statement, and grant the Company the right to execute Buyer’s name thereto. Buyer agrees to pay or reimburse Company for any searches, filings, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. Buyer shall at it’s expense protect and defend Company’s title against all persons claiming against or through Buyer, at all times keeping the equipment free from any legal process or encumbrance whatsoever, including, but not limited to liens, attachments, levies and executions, and shall give Company immediate written notice thereof and shall indemnify Company from any loss caused thereby.
  13. **DEFAULT.** Upon default and placing of this instrument with an attorney for collection or repossession of the equipment, Buyer agrees to reimburse Company for its reasonable attorney’s fees and court costs incurred in connection therewith.
  14. **BUYER ACCEPTANCE.** Any apparatus delivered hereunder shall be deemed to be fully accepted by Buyer unless Company receives written notice of rejection of any such apparatus within ten (10) days after the date of delivery to Buyer.
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  16. **DISCLAIMER OF DAMAGES AND LIMITATION OF LIABILITY.** IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PENAL DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEPT DAMAGES ARISING OUT OF OR RESULTING FROM COMPANY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- Such damages shall include but not be limited to loss of profits or revenues, loss of use of the equipment or associated equipment, cost of substitute equipment, facilities, down-time costs, increased construction costs or claims of Buyer’s customers or contractors for such damages. Buyer agrees that in the event of a transfer, assignment or lease of the equipment sold hereunder, Buyer shall secure for Company the protection afforded to it in the paragraph set forth immediately below.
- Company shall not be liable for any loss, claim, expense or damage caused by, contributed to, or arising out of the acts or omissions of Buyer or third parties (including carriers), whether for negligence or otherwise. In no event shall Company’s liability for any cause of action whatsoever exceed the cost of the item giving rise to the claim, whether based in contract, warranty, indemnity or tort (including negligence). Buyer agrees to defend and hold Company harmless from any claim or suit arising hereunder.
- 17. **REGULATORY LAWS AND/OR STANDARDS.** Company takes reasonable steps to keep its products in conformity with various nationally recognized standards and such regulations which may affect its products, however, Company recognizes that its products are utilized in many regulated applications and that from time to time standards and regulations are in conflict with each other. Company makes no promise or representation that its product will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon for compliance in writing as a part of the contract between Buyer and Company. Company prices do not include the cost of any related inspections or permits or inspection fees.
- 18. **NO RESPONSIBILITY FOR GRATUITOUS INFORMATION OR ASSISTANCE.** If Company provides Buyer with assistance or advice which concerns any parts, products, or services supplied hereunder or any system of equipment in which any such part, product or service may be installed and which advice is not required pursuant hereto, the furnishing of such assistance or advice shall not subject Company to any liability whether based in contract, warranty, tort (including negligence) or otherwise.
- 19. **NONASSIGNMENT.** This order may not be assigned by Buyer, in whole or in part, without Company’s prior written consent.
- 20. **ENTIRE AGREEMENT AND AMENDMENT.** This Quotation constitutes the entire agreement between Company and Buyer with respect to the transactions hereunder and no representation, promise, or condition not set forth herein has been relied upon by Buyer or shall be binding upon either party hereto.
- 21. **DATA GOVERNANCE** Company may disclose information and data that you provide to our subsidiaries and affiliates, and to Caterpillar, Inc., contractors, service providers, and other third parties we use to support our business, for any other purpose disclosed by us when you provide information; or with your consent. We may also disclose information and data that you provide to comply with any court order, law or legal or regulatory process; to enforce or apply our terms of use and other agreements, including for billing and collection purposes; and if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Company, our customers, or others. If equipment supplied is equipped with a digital offering from Caterpillar Inc. that is enabled, data concerning this equipment, its condition, and its operation (including product location) may be transmitted directly to Caterpillar for use by Caterpillar, its affiliates, and each of their respective licensors, services providers, suppliers, subcontractors and distributors (including Company), to provide services to you that may include remote operation, maintenance, and updates of this machine, and as described in Caterpillar’s Telematics Data Privacy Statement, (available at [https://www.cat.com/en\\_MX/support/operations/fleet-management-solutions/product-link/caterpillar-telematics-dataprivacystatement.html](https://www.cat.com/en_MX/support/operations/fleet-management-solutions/product-link/caterpillar-telematics-dataprivacystatement.html)) and Data Governance Statement (available at [https://www.cat.com/data\\_governance\\_statement](https://www.cat.com/data_governance_statement)). You hereby consent to use of any such data in accordance with the Telematics Data Privacy Statement and Data Governance Standard (as applicable) and grant all rights and licenses necessary for such use and for operation of the digital offering. If you wish to revoke this consent, you must do so in accordance with the Telematics Data Privacy Statement and Data Governance Standard (and also notify Yancey Bros. Co. by contacting Dave Carpenter: [dave\\_carpenter@yanceybros.com](mailto:dave_carpenter@yanceybros.com). CATERPILLAR’S DIGITAL OFFERINGS ARE NOT PROVIDED BY YANCEY BROS. CO. AND YANCEY BROS. CO. SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH SUCH DIGITAL OFFERINGS.



Quote No.: 30665976

Rev No.: 0

Issue Date: 1/30/2020

Project Name: Walterboro Admin Bldg

Validity: 30 days

Project Location:

**QTY**

**1 NATURAL GAS GENERATOR SET**

Caterpillar Model DG60

- 57kW Standby Rating
- EPA Stationary Emergency
- 120/208V, 3 phase, 4 wire, 60 hz
- UL2200 certified
- NFPA 110 compliant
- Local NFPA-99/110 alarm control panel
- PMG excitation system
- Main line circuit breaker: 150AF, 3 pole, LSI trip unit, SE rated
- Charging alternator
- Battery charger
- Battery set, rack, cables
- Coolant heater
- Vibration isolators
- Factory test @ 0.8pf
- Sound attenuated enclosure
  - Sound level at full load: 75dBA at 23' (in free field environment)
  - 100 MPH wind load design
  - Internally mounted, super critical grade, exhaust system
- 2 Year warranty

**1 AUTOMATIC TRANSFER SWITCH**

- 400A
- 120/208V, 3 phase, 4 wire, 60 hz
- 4 Pole
- Open transition
- NEMA 3R enclosure
- 2 Year warranty

**1 GENERAL**

- 2 Day Start-up, testing, and customer training
- Includes 4-hour resistive load bank test on site
- F.O.B. Job Site for quoted equipment & material (Off-loading and installation not included)

**Total Price:** \$36,435.00 (applicable taxes not included)

**Estimated Shipment (from submittal approval):**

Genset: 15-16 weeks  
ATS: 6-8 weeks

**Invoice & Payment Terms**

Net due 30 days from invoice date

90% of total price invoiced upon equipment delivery

10% of total price invoiced upon completion of Carolina CAT's scope of supply

**General Notes:**

1. Quote is for equipment listed only.
2. WE HAVE DETAILED THE EQUIPMENT PROPOSED. PLEASE REVIEW YOUR SPECIFICATIONS TO BE SURE THAT THE EQUIPMENT DESCRIBED ABOVE MEETS YOUR REQUIREMENTS.
3. Startup quoted is for 2 weekdays and does not include weekend or afterhours work, if needed we will be happy to provide pricing for that labor.
4. This quotation covers items listed herein and does not constitute a specific job proposal.
5. All equipment furnished loose for installation by others unless specifically listed as installed.
6. We are quoting this equipment as a material supplier only, we do not include any offloading, installation, concrete pad, conduit, wiring, lugs, fuel, fuel piping, and other misc. hardware.
7. Start-Up, Testing, & Training to be performed during normal business hours unless specifically indicated otherwise.
8. Relay and/or System Coordination Study is not included unless specifically noted.
9. Telephone and verbal orders are to be confirmed in writing.
10. We reserve the right to correct errors or omissions.
11. Carolina Cat is not responsible for occurrences beyond our control.
12. Sale is contingent upon customer signing a Carolina CAT Purchaser Agreement Form.
13. This quotation is made subject to Carolina Tractor Standard Terms and Conditions.
12. This quotation is valid for Thirty (30) days from date of issue.
13. Contracts which include penalties or liquidated damage clauses for failure to meet promised shipping dates are not accepted by or binding on Carolina CAT, unless accepted, and confirmed in writing by an officer of Carolina Tractor & Equipment Company at its corporate office.
14. Delivery dates listed above are only estimates based on current delivery times from the manufacturers, they are subject to change at any time. Firm delivery dates can only be obtained after equipment has been released for production by the manufacturer. Release for production occurs after submittals have been approved in writing by the customer or the customer's representative.

## CONDITIONS OF SALE

1. **DEFINITIONS.** For purposes hereof, unless otherwise provided herein (i) "Company" means Carolina Tractor & Equipment Company, a North Carolina corporation; (ii) "Conditions of Sale" means the following conditions of sale which are hereby incorporated by reference in, and made a part of, the Sales Order Agreement to which these Conditions of Sale are affixed or attached; (iii) "Customer" means the individual or entity whose name appears on the face of the Sales Order Agreement; (iv) "Equipment" means the equipment and products described on the face of the Sales Order Agreement; (v) "Invoice" means any invoice sent by Company to Customer pursuant to a Sales Order Agreement; and (vi) "Sales Order Agreement" means Company's Sales Order Agreement, which is an agreement between Company and Customer.
2. **PAYMENT TERMS.** Customer shall pay to Company the amount listed on the face of the Sales Order Agreement or Invoice in the manner and in accordance with the terms provided on the face of the Sales Order Agreement or Invoice. If Customer fails to pay the amount listed on the Sales Order Agreement or Invoice as required, Company may, in its sole discretion, without prejudice to any other remedy, do any one or more of the following: (i) postpone shipments, (ii) alter payment terms, (iii) terminate shipments, and (iv) charge interest on all overdue amounts at the rate of 1.5% per month compounded monthly (or such lesser rate as is required by applicable law). Any and all taxes imposed by federal, state or other governmental authorities on the sale of the Equipment shall be paid by Customer in addition to the prices listed (and whether or not itemized) on the Sales Order Agreement or Invoice. Customer may not hold back, delay or set-off any amounts owed to Company in satisfaction of any claims asserted by Customer against Company.
3. **DELIVERY TERMS.** Unless otherwise stated on the face of the Sales Order Agreement, all delivery terms shall be Free on Board (F.O.B.) at the facility where the Equipment is manufactured, pursuant to which the risk of loss passes to Customer when the Equipment is put into the possession of a carrier. Company will use reasonable diligence to meet the scheduled delivery dates provided herein, which are estimates and not guarantees of when the Equipment will actually be delivered. Customer's acceptance of delivery shall constitute a waiver of any claim of damage for delay. All references to delivery and shipment terms are with reference to the applicable provisions of the Uniform Commercial Code in effect from time to time in the State of North Carolina.
4. **INSTALLATION.** Unless otherwise set forth on the face of the Sales Order Agreement, Company shall not provide (i) any offloading or installation services with respect to the Equipment, (ii) any equipment, consumables or other hardware required for the installation of the Equipment, including, without limitation, concrete pads, conduit, wiring, lugs, fuel or fuel piping or (iii) any relay or system coordination study.
5. **SECURITY INTEREST.** To secure the payment of the purchase price of the Equipment and all other amounts due to Company from Customer, Customer hereby grants to Company a purchase money security interest in the Equipment and in all equipment and goods hereafter sold by Company to Customer, all accounts resulting from the sale or other disposition thereof by Customer and in all instruments, documents, general intangibles, attachments and accessions related thereto and all proceeds of the foregoing, as such terms are defined in the Uniform Commercial Code in effect from time to time in the State of North Carolina. Customer hereby authorizes Company to file with the appropriate filing offices such UCC-1 financing statements and other instruments and documents as Company deems necessary to evidence and perfect the above-described security interest.
6. **TITLE.** Upon delivery of the Equipment to Customer's job site, the Equipment shall become the property of Customer, subject to a reservation of a security interest herein granted to Company, and any losses or damage thereto shall be borne by Customer. Customer shall obtain appropriate risk insurance for fire, theft and extended coverage including vandalism, which recognizes Company's interest.
7. **WARRANTY.** WARRANTIES WITH RESPECT TO ANY EQUIPMENT ARE MADE BY THE MANUFACTURER OF SUCH EQUIPMENT, AND, UPON REQUEST, COMPANY WILL PROVIDE A COPY OF THE APPLICABLE MANUFACTURER'S WARRANTY. COMPANY DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF ANY EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.
8. **REMEDIES UPON BREACH.** If Customer breaches this contract, Company shall be entitled, in addition to any other remedy at law or equity, to recover all costs and expenses incurred by Company in connection herewith. Such costs and expenses shall include, without limitation, Company's reasonable attorney's fees, costs of labor applied to this contract, overhead, costs of any materials applied to or ordered for this contract, and any charges imposed on Company by its suppliers or subcontractors. If Company breaches this contract, Customer's exclusive remedy shall be to terminate this contract, after written notice to Company of the breach and reasonable time to cure, by written notice thereof to Company, and to receive a refund of the Sales Order Agreement amount, if previously paid, for any Equipment that have not been shipped or otherwise identified to this contract as of the date of such termination.
9. **CANCELLATIONS.** Cancellation of this contract must be in writing signed by Customer and Company. Such cancellation will be deemed to occur on the date that both parties sign the notice of cancellation. Upon such cancellation, Customer agrees to pay Company the greater of (i) thirty percent (30%) of the amount listed on the face of the Sales Order Agreement or Invoice or (ii) all costs and expenses incurred by Company in connection with this contract, including, without limitation, Company's reasonable attorney's fees, costs of labor applied to this contract, overhead, costs of any materials applied to or ordered for this contract, and any charges imposed upon Company by its suppliers or subcontractors.
10. **COSTS.** Customer shall pay all of Company's costs and expenses, including reasonable attorney's fees, of collecting any amount not paid when due hereunder and of otherwise enforcing the terms and conditions of this contract.

11. **EXCUSE FOR NON-PERFORMANCE.** Company shall not be liable for damages of any kind, caused by delays in shipment, delivery, or any other nonperformance of this contract, directly or indirectly resulting from or contributed to by any circumstances beyond Company's control, including without limitation, riots, wars, earthquakes or national emergencies, labor disputes of every kind however caused, embargoes, nondelivery by suppliers, inability to obtain supplies through normal sources of supplies, delays of carriers or postal authorities, or governmental restrictions, prohibitions or diversions. The occurrence of any such circumstance shall operate to extend Company's time of performance hereunder for a period not less than the period of such delay. In the event of any such circumstance, Company may allocate its production and deliveries among its customers as it may decide in its sole discretion.

12. **INSOLVENCY OF CUSTOMER.** Company may cancel this contract and suspend any further deliveries hereunder without any liability to Customer, and, if the Equipment has been delivered but not paid for, the price therefor shall become immediately due and payable despite any other agreement to the contrary, if: (i) any proceedings in bankruptcy, insolvency, receivership or liquidation are taken against Customer; (ii) Customer makes an assignment for the benefit of creditors or commits an act of bankruptcy or insolvency; (iii) Customer ceases, or threatens to cease, to carry on the ordinary course of its business, or transfers all or substantially all of its property; (iv) the Equipment is seized under any legal process or confiscated; or (v) Company in good faith believes that the ability of Customer to pay or perform any provision of this contract is impaired, or that the Equipment is in danger of being lost, or that any of the events mentioned above is about to occur.

13. **LIMITATION ON DAMAGES.** Company shall not be liable in tort, including liability in negligence or strict liability, and shall have no liability at all for injury to persons or property with respect to the Equipment or Company's performance hereunder. Company's contractual liability for failure to fulfill its obligations hereunder or any other liability in connection with the Equipment shall be limited to the amount of the purchase price of the Equipment. Even if Company has been advised of the possibility of the following, Company shall not be liable for any indirect, incidental, special or consequential damages, including lost profits and revenues, losses due to delay in shipment, failure to realize expected savings, any claim against customer by a third party, or any other commercial or economic losses of any kind.

14. **NOTICES.** All requests, instructions and notices from one party to the other must be in writing and may be given via mail or facsimile transmission to the address of the parties shown on the face of the Sales Order Agreement.

15. **GOVERNING LAW; VENUE.** This contract shall be governed by the laws of the state of North Carolina, without reference to its conflict of laws provisions. All disputes arising out of or in connection with this Agreement shall be brought and maintained in a state or federal court of competent jurisdiction located in Mecklenburg County, North Carolina.

16. **MISCELLANEOUS.** The terms and conditions stated herein constitute the complete and exclusive statement of the terms and conditions of the sale of the Equipment. There are no other promises, conditions, understandings, representations or warranties of any kind with respect to the subject matter hereof. This contract may be modified only by a writing referencing this contract signed by Company and Customer. The parties acknowledge and agree that any and all additional or different terms and conditions contained in any of Customer's acceptances, acknowledgments, invoices, bills or other commercial documents are hereby rejected by Company and shall not become part of the Conditions of Sale or limit, modify or otherwise affect the Sales Order Agreement. The failure of Company to enforce any right hereunder will not be construed as a waiver of its right to performance in the future. Any provision of this contract which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from this contract in that jurisdiction without in any way invalidating the remaining provisions of this contract, and that unenforceability shall not make that provision unenforceable in any other jurisdiction. The rights which accrue to Company by virtue of this contract shall inure to the benefit of its successors and assigns.

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ACCEPTED BY: \_\_\_\_\_

P.O. #: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

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**Cline Tate**  
Electric Power Sales Engineer  
Carolina Cat | Power Systems Division  
704-731-7265 (direct)  
704-516-5513 (mobile)  
[ctate@carolinacat.com](mailto:ctate@carolinacat.com) | [www.carolinacat.com](http://www.carolinacat.com)



Quote No.: 30665976

Rev No.: 0

Issue Date: 1/30/2020

Project Name: Walterboro City Hall

Validity: 30 days

Project Location:

**QTY**

- 1 NATURAL GAS GENERATOR SET**  
Caterpillar Model DG80
  - 80kW Standby Rating
  - EPA Stationary Emergency
  - 120/208V, 3 phase, 4 wire, 60 hz
  - UL2200 certified
  - NFPA 110 compliant
  - Local NFPA-99/110 alarm control panel
  - PMG excitation system
  - Main line circuit breaker: 200AF, 3 pole, LSI trip unit, SE rated
  - Charging alternator
  - Battery charger
  - Battery set, rack, cables
  - Coolant heater
  - Vibration isolators
  - Factory test @ 0.8pf
  - Sound attenuated enclosure
    - Sound level at full load: 75dBA at 23' (in free field environment)
    - 100 MPH wind load design
    - Internally mounted, super critical grade, exhaust system
  - 2 Year warranty
  
- 1 AUTOMATIC TRANSFER SWITCH**
  - 600A
  - 120/208V, 3 phase, 4 wire, 60 hz
  - 4 Pole
  - Open transition
  - NEMA 3R enclosure
  - 2 Year warranty
  
- 1 GENERAL**
  - 2 Day Start-up, testing, and customer training
  - Includes 4-hour resistive load bank test on site
  - F.O.B. Job Site for quoted equipment & material (Off-loading and installation not included)

**Total Price:** \$39,125.00 (applicable taxes not included)

**Estimated Shipment (from submittal approval):**

Genset: 15-16 weeks  
ATS: 6-8 weeks



**Invoice & Payment Terms**

Net due 30 days from invoice date

90% of total price invoiced upon equipment delivery

10% of total price invoiced upon completion of Carolina CAT's scope of supply

**General Notes:**

1. Quote is for equipment listed only.
2. WE HAVE DETAILED THE EQUIPMENT PROPOSED. PLEASE REVIEW YOUR SPECIFICATIONS TO BE SURE THAT THE EQUIPMENT DESCRIBED ABOVE MEETS YOUR REQUIREMENTS.
3. Startup quoted is for 2 weekdays and does not include weekend or afterhours work, if needed we will be happy to provide pricing for that labor.
4. This quotation covers items listed herein and does not constitute a specific job proposal.
5. All equipment furnished loose for installation by others unless specifically listed as installed.
6. We are quoting this equipment as a material supplier only, we do not include any offloading, installation, concrete pad, conduit, wiring, lugs, fuel, fuel piping, and other misc. hardware.
7. Start-Up, Testing, & Training to be performed during normal business hours unless specifically indicated otherwise.
8. Relay and/or System Coordination Study is not included unless specifically noted.
9. Telephone and verbal orders are to be confirmed in writing.
10. We reserve the right to correct errors or omissions.
11. Carolina Cat is not responsible for occurrences beyond our control.
12. Sale is contingent upon customer signing a Carolina CAT Purchaser Agreement Form.
13. This quotation is made subject to Carolina Tractor Standard Terms and Conditions.
12. This quotation is valid for Thirty (30) days from date of issue.
13. Contracts which include penalties or liquidated damage clauses for failure to meet promised shipping dates are not accepted by or binding on Carolina CAT, unless accepted, and confirmed in writing by an officer of Carolina Tractor & Equipment Company at its corporate office.
14. Delivery dates listed above are only estimates based on current delivery times from the manufacturers, they are subject to change at any time. Firm delivery dates can only be obtained after equipment has been released for production by the manufacturer. Release for production occurs after submittals have been approved in writing by the customer or the customer's representative.

## CONDITIONS OF SALE

1. **DEFINITIONS.** For purposes hereof, unless otherwise provided herein (i) "Company" means Carolina Tractor & Equipment Company, a North Carolina corporation; (ii) "Conditions of Sale" means the following conditions of sale which are hereby incorporated by reference in, and made a part of, the Sales Order Agreement to which these Conditions of Sale are affixed or attached; (iii) "Customer" means the individual or entity whose name appears on the face of the Sales Order Agreement; (iv) "Equipment" means the equipment and products described on the face of the Sales Order Agreement; (v) "Invoice" means any invoice sent by Company to Customer pursuant to a Sales Order Agreement; and (vi) "Sales Order Agreement" means Company's Sales Order Agreement, which is an agreement between Company and Customer.
2. **PAYMENT TERMS.** Customer shall pay to Company the amount listed on the face of the Sales Order Agreement or Invoice in the manner and in accordance with the terms provided on the face of the Sales Order Agreement or Invoice. If Customer fails to pay the amount listed on the Sales Order Agreement or Invoice as required, Company may, in its sole discretion, without prejudice to any other remedy, do any one or more of the following: (i) postpone shipments, (ii) alter payment terms, (iii) terminate shipments, and (iv) charge interest on all overdue amounts at the rate of 1.5% per month compounded monthly (or such lesser rate as is required by applicable law). Any and all taxes imposed by federal, state or other governmental authorities on the sale of the Equipment shall be paid by Customer in addition to the prices listed (and whether or not itemized) on the Sales Order Agreement or Invoice. Customer may not hold back, delay or set-off any amounts owed to Company in satisfaction of any claims asserted by Customer against Company.
3. **DELIVERY TERMS.** Unless otherwise stated on the face of the Sales Order Agreement, all delivery terms shall be Free on Board (F.O.B.) at the facility where the Equipment is manufactured, pursuant to which the risk of loss passes to Customer when the Equipment is put into the possession of a carrier. Company will use reasonable diligence to meet the scheduled delivery dates provided herein, which are estimates and not guarantees of when the Equipment will actually be delivered. Customer's acceptance of delivery shall constitute a waiver of any claim of damage for delay. All references to delivery and shipment terms are with reference to the applicable provisions of the Uniform Commercial Code in effect from time to time in the State of North Carolina.
4. **INSTALLATION.** Unless otherwise set forth on the face of the Sales Order Agreement, Company shall not provide (i) any offloading or installation services with respect to the Equipment, (ii) any equipment, consumables or other hardware required for the installation of the Equipment, including, without limitation, concrete pads, conduit, wiring, lugs, fuel or fuel piping or (iii) any relay or system coordination study.
5. **SECURITY INTEREST.** To secure the payment of the purchase price of the Equipment and all other amounts due to Company from Customer, Customer hereby grants to Company a purchase money security interest in the Equipment and in all equipment and goods hereafter sold by Company to Customer, all accounts resulting from the sale or other disposition thereof by Customer and in all instruments, documents, general intangibles, attachments and accessions related thereto and all proceeds of the foregoing, as such terms are defined in the Uniform Commercial Code in effect from time to time in the State of North Carolina. Customer hereby authorizes Company to file with the appropriate filing offices such UCC-1 financing statements and other instruments and documents as Company deems necessary to evidence and perfect the above-described security interest.
6. **TITLE.** Upon delivery of the Equipment to Customer's job site, the Equipment shall become the property of Customer, subject to a reservation of a security interest herein granted to Company, and any losses or damage thereto shall be borne by Customer. Customer shall obtain appropriate risk insurance for fire, theft and extended coverage including vandalism, which recognizes Company's interest.
7. **WARRANTY.** WARRANTIES WITH RESPECT TO ANY EQUIPMENT ARE MADE BY THE MANUFACTURER OF SUCH EQUIPMENT, AND, UPON REQUEST, COMPANY WILL PROVIDE A COPY OF THE APPLICABLE MANUFACTURER'S WARRANTY. COMPANY DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF ANY EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.
8. **REMEDIES UPON BREACH.** If Customer breaches this contract, Company shall be entitled, in addition to any other remedy at law or equity, to recover all costs and expenses incurred by Company in connection herewith. Such costs and expenses shall include, without limitation, Company's reasonable attorney's fees, costs of labor applied to this contract, overhead, costs of any materials applied to or ordered for this contract, and any charges imposed on Company by its suppliers or subcontractors. If Company breaches this contract, Customer's exclusive remedy shall be to terminate this contract, after written notice to Company of the breach and reasonable time to cure, by written notice thereof to Company, and to receive a refund of the Sales Order Agreement amount, if previously paid, for any Equipment that have not been shipped or otherwise identified to this contract as of the date of such termination.
9. **CANCELLATIONS.** Cancellation of this contract must be in writing signed by Customer and Company. Such cancellation will be deemed to occur on the date that both parties sign the notice of cancellation. Upon such cancellation, Customer agrees to pay Company the greater of (i) thirty percent (30%) of the amount listed on the face of the Sales Order Agreement or Invoice or (ii) all costs and expenses incurred by Company in connection with this contract, including, without limitation, Company's reasonable attorney's fees, costs of labor applied to this contract, overhead, costs of any materials applied to or ordered for this contract, and any charges imposed upon Company by its suppliers or subcontractors.
10. **COSTS.** Customer shall pay all of Company's costs and expenses, including reasonable attorney's fees, of collecting any amount not paid when due hereunder and of otherwise enforcing the terms and conditions of this contract.

11. **EXCUSE FOR NON-PERFORMANCE.** Company shall not be liable for damages of any kind, caused by delays in shipment, delivery, or any other nonperformance of this contract, directly or indirectly resulting from or contributed to by any circumstances beyond Company's control, including without limitation, riots, wars, earthquakes or national emergencies, labor disputes of every kind however caused, embargoes, nondelivery by suppliers, inability to obtain supplies through normal sources of supplies, delays of carriers or postal authorities, or governmental restrictions, prohibitions or diversions. The occurrence of any such circumstance shall operate to extend Company's time of performance hereunder for a period not less than the period of such delay. In the event of any such circumstance, Company may allocate its production and deliveries among its customers as it may decide in its sole discretion.

12. **INSOLVENCY OF CUSTOMER.** Company may cancel this contract and suspend any further deliveries hereunder without any liability to Customer, and, if the Equipment has been delivered but not paid for, the price therefor shall become immediately due and payable despite any other agreement to the contrary, if: (i) any proceedings in bankruptcy, insolvency, receivership or liquidation are taken against Customer; (ii) Customer makes an assignment for the benefit of creditors or commits an act of bankruptcy or insolvency; (iii) Customer ceases, or threatens to cease, to carry on the ordinary course of its business, or transfers all or substantially all of its property; (iv) the Equipment is seized under any legal process or confiscated; or (v) Company in good faith believes that the ability of Customer to pay or perform any provision of this contract is impaired, or that the Equipment is in danger of being lost, or that any of the events mentioned above is about to occur.

13. **LIMITATION ON DAMAGES.** Company shall not be liable in tort, including liability in negligence or strict liability, and shall have no liability at all for injury to persons or property with respect to the Equipment or Company's performance hereunder. Company's contractual liability for failure to fulfill its obligations hereunder or any other liability in connection with the Equipment shall be limited to the amount of the purchase price of the Equipment. Even if Company has been advised of the possibility of the following, Company shall not be liable for any indirect, incidental, special or consequential damages, including lost profits and revenues, losses due to delay in shipment, failure to realize expected savings, any claim against customer by a third party, or any other commercial or economic losses of any kind.

14. **NOTICES.** All requests, instructions and notices from one party to the other must be in writing and may be given via mail or facsimile transmission to the address of the parties shown on the face of the Sales Order Agreement.

15. **GOVERNING LAW; VENUE.** This contract shall be governed by the laws of the state of North Carolina, without reference to its conflict of laws provisions. All disputes arising out of or in connection with this Agreement shall be brought and maintained in a state or federal court of competent jurisdiction located in Mecklenburg County, North Carolina.

16. **MISCELLANEOUS.** The terms and conditions stated herein constitute the complete and exclusive statement of the terms and conditions of the sale of the Equipment. There are no other promises, conditions, understandings, representations or warranties of any kind with respect to the subject matter hereof. This contract may be modified only by a writing referencing this contract signed by Company and Customer. The parties acknowledge and agree that any and all additional or different terms and conditions contained in any of Customer's acceptances, acknowledgments, invoices, bills or other commercial documents are hereby rejected by Company and shall not become part of the Conditions of Sale or limit, modify or otherwise affect the Sales Order Agreement. The failure of Company to enforce any right hereunder will not be construed as a waiver of its right to performance in the future. Any provision of this contract which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from this contract in that jurisdiction without in any way invalidating the remaining provisions of this contract, and that unenforceability shall not make that provision unenforceable in any other jurisdiction. The rights which accrue to Company by virtue of this contract shall inure to the benefit of its successors and assigns.

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ACCEPTED BY: \_\_\_\_\_

P.O. #: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

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**Cline Tate**  
Electric Power Sales Engineer  
Carolina Cat | Power Systems Division  
704-731-7265 (direct)  
704-516-5513 (mobile)  
[ctate@carolinacat.com](mailto:ctate@carolinacat.com) | [www.carolinacat.com](http://www.carolinacat.com)

10472,40



Quote No.: 30665976

Rev No.: 0

Issue Date: 1/30/2020

Project Name: Walterboro Discovery Bld.

Validity: 30 days

Project Location:

**QTY**

- 1 NATURAL GAS GENERATOR SET**  
Caterpillar Model DG150
  - 150kW Standby Rating
  - EPA Stationary Emergency
  - 120/208V, 3 phase, 4 wire, 60 hz
  - UL2200 certified
  - NFPA 110 compliant
  - Local NFPA-99/110 alarm control panel
  - PMG excitation system
  - Main line circuit breaker: 400AF, 3 pole, LSI trip unit, SE rated
  - Charging alternator
  - Battery charger
  - Battery set, rack, cables
  - Coolant heater
  - Vibration isolators
  - Factory test @ 0.8pf
  - Sound attenuated enclosure
    - Sound level at full load: 75dBA at 23' (in free field environment)
    - 100 MPH wind load design
    - Internally mounted, super critical grade, exhaust system
  - 2 Year warranty
  
- 1 AUTOMATIC TRANSFER SWITCH**
  - 400A
  - 120/208V, 3 phase, 4 wire, 60 hz
  - 4 Pole
  - Open transition
  - NEMA 3R enclosure
  - 2 Year warranty
  
- 1 GENERAL**
  - 2 Day Start-up, testing, and customer training
  - Includes 4-hour resistive load bank test on site
  - F.O.B. Job Site for quoted equipment & material (Off-loading and installation not included)

**Total Price:** \$55,350.00 (applicable taxes not included)

**Estimated Shipment (from submittal approval):**

Genset: 15-16 weeks  
ATS: 6-8 weeks

**Invoice & Payment Terms**

Net due 30 days from invoice date

90% of total price invoiced upon equipment delivery

10% of total price invoiced upon completion of Carolina CAT's scope of supply

**General Notes:**

1. Quote is for equipment listed only.
2. WE HAVE DETAILED THE EQUIPMENT PROPOSED. PLEASE REVIEW YOUR SPECIFICATIONS TO BE SURE THAT THE EQUIPMENT DESCRIBED ABOVE MEETS YOUR REQUIREMENTS.
3. Startup quoted is for 2 weekdays and does not include weekend or afterhours work, if needed we will be happy to provide pricing for that labor.
4. This quotation covers items listed herein and does not constitute a specific job proposal.
5. All equipment furnished loose for installation by others unless specifically listed as installed.
6. We are quoting this equipment as a material supplier only, we do not include any offloading, installation, concrete pad, conduit, wiring, lugs, fuel, fuel piping, and other misc. hardware.
7. Start-Up, Testing, & Training to be performed during normal business hours unless specifically indicated otherwise.
8. Relay and/or System Coordination Study is not included unless specifically noted.
9. Telephone and verbal orders are to be confirmed in writing.
10. We reserve the right to correct errors or omissions.
11. Carolina Cat is not responsible for occurrences beyond our control.
12. Sale is contingent upon customer signing a Carolina CAT Purchaser Agreement Form.
13. This quotation is made subject to Carolina Tractor Standard Terms and Conditions.
12. This quotation is valid for Thirty (30) days from date of issue.
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14. Delivery dates listed above are only estimates based on current delivery times from the manufacturers, they are subject to change at any time. Firm delivery dates can only be obtained after equipment has been released for production by the manufacturer. Release for production occurs after submittals have been approved in writing by the customer or the customer's representative.

## CONDITIONS OF SALE

1. **DEFINITIONS.** For purposes hereof, unless otherwise provided herein (i) "Company" means Carolina Tractor & Equipment Company, a North Carolina corporation; (ii) "Conditions of Sale" means the following conditions of sale which are hereby incorporated by reference in, and made a part of, the Sales Order Agreement to which these Conditions of Sale are affixed or attached; (iii) "Customer" means the individual or entity whose name appears on the face of the Sales Order Agreement; (iv) "Equipment" means the equipment and products described on the face of the Sales Order Agreement; (v) "Invoice" means any invoice sent by Company to Customer pursuant to a Sales Order Agreement; and (vi) "Sales Order Agreement" means Company's Sales Order Agreement, which is an agreement between Company and Customer.
2. **PAYMENT TERMS.** Customer shall pay to Company the amount listed on the face of the Sales Order Agreement or Invoice in the manner and in accordance with the terms provided on the face of the Sales Order Agreement or Invoice. If Customer fails to pay the amount listed on the Sales Order Agreement or Invoice as required, Company may, in its sole discretion, without prejudice to any other remedy, do any one or more of the following: (i) postpone shipments, (ii) alter payment terms, (iii) terminate shipments, and (iv) charge interest on all overdue amounts at the rate of 1.5% per month compounded monthly (or such lesser rate as is required by applicable law). Any and all taxes imposed by federal, state or other governmental authorities on the sale of the Equipment shall be paid by Customer in addition to the prices listed (and whether or not itemized) on the Sales Order Agreement or Invoice. Customer may not hold back, delay or set-off any amounts owed to Company in satisfaction of any claims asserted by Customer against Company.
3. **DELIVERY TERMS.** Unless otherwise stated on the face of the Sales Order Agreement, all delivery terms shall be Free on Board (F.O.B.) at the facility where the Equipment is manufactured, pursuant to which the risk of loss passes to Customer when the Equipment is put into the possession of a carrier. Company will use reasonable diligence to meet the scheduled delivery dates provided herein, which are estimates and not guarantees of when the Equipment will actually be delivered. Customer's acceptance of delivery shall constitute a waiver of any claim of damage for delay. All references to delivery and shipment terms are with reference to the applicable provisions of the Uniform Commercial Code in effect from time to time in the State of North Carolina.
4. **INSTALLATION.** Unless otherwise set forth on the face of the Sales Order Agreement, Company shall not provide (i) any offloading or installation services with respect to the Equipment, (ii) any equipment, consumables or other hardware required for the installation of the Equipment, including, without limitation, concrete pads, conduit, wiring, lugs, fuel or fuel piping or (iii) any relay or system coordination study.
5. **SECURITY INTEREST.** To secure the payment of the purchase price of the Equipment and all other amounts due to Company from Customer, Customer hereby grants to Company a purchase money security interest in the Equipment and in all equipment and goods hereafter sold by Company to Customer, all accounts resulting from the sale or other disposition thereof by Customer and in all instruments, documents, general intangibles, attachments and accessions related thereto and all proceeds of the foregoing, as such terms are defined in the Uniform Commercial Code in effect from time to time in the State of North Carolina. Customer hereby authorizes Company to file with the appropriate filing offices such UCC-1 financing statements and other instruments and documents as Company deems necessary to evidence and perfect the above-described security interest.
6. **TITLE.** Upon delivery of the Equipment to Customer's job site, the Equipment shall become the property of Customer, subject to a reservation of a security interest herein granted to Company, and any losses or damage thereto shall be borne by Customer. Customer shall obtain appropriate risk insurance for fire, theft and extended coverage including vandalism, which recognizes Company's interest.
7. **WARRANTY.** WARRANTIES WITH RESPECT TO ANY EQUIPMENT ARE MADE BY THE MANUFACTURER OF SUCH EQUIPMENT, AND, UPON REQUEST, COMPANY WILL PROVIDE A COPY OF THE APPLICABLE MANUFACTURER'S WARRANTY. COMPANY DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF ANY EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.
8. **REMEDIES UPON BREACH.** If Customer breaches this contract, Company shall be entitled, in addition to any other remedy at law or equity, to recover all costs and expenses incurred by Company in connection herewith. Such costs and expenses shall include, without limitation, Company's reasonable attorney's fees, costs of labor applied to this contract, overhead, costs of any materials applied to or ordered for this contract, and any charges imposed on Company by its suppliers or subcontractors. If Company breaches this contract, Customer's exclusive remedy shall be to terminate this contract, after written notice to Company of the breach and reasonable time to cure, by written notice thereof to Company, and to receive a refund of the Sales Order Agreement amount, if previously paid, for any Equipment that have not been shipped or otherwise identified to this contract as of the date of such termination.
9. **CANCELLATIONS.** Cancellation of this contract must be in writing signed by Customer and Company. Such cancellation will be deemed to occur on the date that both parties sign the notice of cancellation. Upon such cancellation, Customer agrees to pay Company the greater of (i) thirty percent (30%) of the amount listed on the face of the Sales Order Agreement or Invoice or (ii) all costs and expenses incurred by Company in connection with this contract, including, without limitation, Company's reasonable attorney's fees, costs of labor applied to this contract, overhead, costs of any materials applied to or ordered for this contract, and any charges imposed upon Company by its suppliers or subcontractors.
10. **COSTS.** Customer shall pay all of Company's costs and expenses, including reasonable attorney's fees, of collecting any amount not paid when due hereunder and of otherwise enforcing the terms and conditions of this contract.

11. **EXCUSE FOR NON-PERFORMANCE.** Company shall not be liable for damages of any kind, caused by delays in shipment, delivery, or any other nonperformance of this contract, directly or indirectly resulting from or contributed to by any circumstances beyond Company's control, including without limitation, riots, wars, earthquakes or national emergencies, labor disputes of every kind however caused, embargoes, nondelivery by suppliers, inability to obtain supplies through normal sources of supplies, delays of carriers or postal authorities, or governmental restrictions, prohibitions or diversions. The occurrence of any such circumstance shall operate to extend Company's time of performance hereunder for a period not less than the period of such delay. In the event of any such circumstance, Company may allocate its production and deliveries among its customers as it may decide in its sole discretion.

12. **INSOLVENCY OF CUSTOMER.** Company may cancel this contract and suspend any further deliveries hereunder without any liability to Customer, and, if the Equipment has been delivered but not paid for, the price therefor shall become immediately due and payable despite any other agreement to the contrary, if: (i) any proceedings in bankruptcy, insolvency, receivership or liquidation are taken against Customer; (ii) Customer makes an assignment for the benefit of creditors or commits an act of bankruptcy or insolvency; (iii) Customer ceases, or threatens to cease, to carry on the ordinary course of its business, or transfers all or substantially all of its property; (iv) the Equipment is seized under any legal process or confiscated; or (v) Company in good faith believes that the ability of Customer to pay or perform any provision of this contract is impaired, or that the Equipment is in danger of being lost, or that any of the events mentioned above is about to occur.

13. **LIMITATION ON DAMAGES.** Company shall not be liable in tort, including liability in negligence or strict liability, and shall have no liability at all for injury to persons or property with respect to the Equipment or Company's performance hereunder. Company's contractual liability for failure to fulfill its obligations hereunder or any other liability in connection with the Equipment shall be limited to the amount of the purchase price of the Equipment. Even if Company has been advised of the possibility of the following, Company shall not be liable for any indirect, incidental, special or consequential damages, including lost profits and revenues, losses due to delay in shipment, failure to realize expected savings, any claim against customer by a third party, or any other commercial or economic losses of any kind.

14. **NOTICES.** All requests, instructions and notices from one party to the other must be in writing and may be given via mail or facsimile transmission to the address of the parties shown on the face of the Sales Order Agreement.

15. **GOVERNING LAW; VENUE.** This contract shall be governed by the laws of the state of North Carolina, without reference to its conflict of laws provisions. All disputes arising out of or in connection with this Agreement shall be brought and maintained in a state or federal court of competent jurisdiction located in Mecklenburg County, North Carolina.

16. **MISCELLANEOUS.** The terms and conditions stated herein constitute the complete and exclusive statement of the terms and conditions of the sale of the Equipment. There are no other promises, conditions, understandings, representations or warranties of any kind with respect to the subject matter hereof. This contract may be modified only by a writing referencing this contract signed by Company and Customer. The parties acknowledge and agree that any and all additional or different terms and conditions contained in any of Customer's acceptances, acknowledgments, invoices, bills or other commercial documents are hereby rejected by Company and shall not become part of the Conditions of Sale or limit, modify or otherwise affect the Sales Order Agreement. The failure of Company to enforce any right hereunder will not be construed as a waiver of its right to performance in the future. Any provision of this contract which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from this contract in that jurisdiction without in any way invalidating the remaining provisions of this contract, and that unenforceability shall not make that provision unenforceable in any other jurisdiction. The rights which accrue to Company by virtue of this contract shall inure to the benefit of its successors and assigns.

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ACCEPTED BY: \_\_\_\_\_

P.O. #: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

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**Cline Tate**  
Electric Power Sales Engineer  
Carolina Cat | Power Systems Division  
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704-516-5513 (mobile)  
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## **City of Walterboro Broad Goals and Key Results for 2020**

- **Expand Water and Sewer**
  1. Construct new well on Mable T. Willis Blvd. by July 2020.
  2. Explore additional sources of funding for new trunk line (on-going).
  3. Continue WWTP expansion plans (on-going).
  4. Continue pursuit of funding to maintain water and sewer lines (on going).
  
- **Complete existing Projects**
  1. I-95 Business Loop Project Phase 2 under construction including Jefferies Blvd. light pole conversions to LED by June 2020.
  2. Complete facilities generator projects by July 2020.
  3. Continue search for funding for City Hall upgrades (ongoing).
  
- **Improve Overall Appearance of City and its Entryways**
  1. Develop gateway signage in conjunction with Phase 2 of the I-95 Business Loop Project by July 2020.
  2. Develop a plan for gateway landscaping by December 2020.
  3. Adopt a property remediation ordinance by July 2020.
  4. Identify properties for nonprofit assistance (ongoing).
  5. Continue redevelopment of downtown (ongoing).
  6. Develop Ireland Creek Master Plan by December 2020.
  
- **Growth Management**
  1. Identify neighborhoods to annex and do cost-benefit analysis by March 2020.
  2. Work with citizens in donut holes on annexation by June 2020.
  3. Adopt Economic Development Incentive Ordinance by April 2020.
  4. Implement zoning for growth management by June 2020.
  
- **Increase Recreational Opportunities**
  1. Develop activity list for marketing by April 2020.
  2. Grow Wildlife programming (ongoing).





## MEMORANDUM

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**TO:** Mayor and City Council  
**FROM:** City Manager  
**DATE:** February 6, 2020  
**RE:** CDBG Prioritization

Pursuant to the goals and objectives adopted by City Council for 2020, I recommend the following CDBG priority needs for the next funding cycle. The top-3 priorities will be eligible for funding.

1. Public Infrastructure and Facilities
  - Upgrades of water and sewer lines as needed
  - Others projects as identified
2. Community Enrichment
  - Demolition of properties that are attractive nuisances
  - Adaptive reuse of existing structures
  - Others as identified
3. Special Projects as identified.
  - Trail connector for Wildlife Center and Wildlife Sanctuary
  - Other projects as identified
4. Multiple Activity Neighborhood Improvement Projects
  - Neighborhoods as identified
5. Economic Development projects as identified.

If you have any questions, comments or suggestions, please do not hesitate to call me or come by City Hall at your convenience.

Sincerely,

Jeffrey P. Molinari  
City Manager