Caldwell County, North Carolina

Budget Transfer # _____

Date Approved _____

BUDGET TRANSFER

The following Appropriation Transfer(s) is required:

Transfer From: Decrease		**Transfer To: Increase**	
Line Item # and Title	Amount	Line Item # and Title	Amount
10.5110.426000.10203	$ 57,975.00	10.5110.451000.10203	$ 57,975.00
Total	**57,975.00**	Total	**57,975.00**

Explanation and Justification for the Budget Revision: to cover expenses for new generator and switch for EMS bases using helene funding.

Dept. Head Approval	Date	Finance Director	
Anna Cook	8/18/25		8/19/25

Carolina Power Systems CAT

WE BUILD NC

122-Helene Funding

Quote No.: 31465495-C **Rev No.: C**
Project Name: Caldwell County – 125kW

Issue Date: 5/27/2025
Validity: 30 days

Project Location: Lenoir, NC

Sourcewell Contract# 092222-CAT

QTY

1 **Diesel GENERATOR SET**
Caterpillar Model C7.1GC – D125GC
125 kW/156 kVA standby rating
EPA Stationary Emergency
120/208V, 3 phase, 4 wire, 60 Hz.
UL 2200 certified
IBC Certificate of Compliance
Local generator control panel
NFPA-99/110 Remote Annunciator
Remote E-stop button
105C rise alternator
Main line circuit breaker: 600A, 3 pole, 100% LSI trip unit
Charging alternator
Battery set, rack, cables, and 10A battery charger
Vibration isolators
1000W jacket water heater
GFCI outlets (20A)
Factory test @ 0.8pf
Sound attenuated enclosure – Caterpillar White
Sound level at full load: 75 dBA at 23' (in free-field environment)
100 MPH wind load design
Internally mounted, super critical grade, exhaust system
Externally mounted E-stop
Interior LED lighting
24-hour rated (400 gal.), subbase, double wall, UL-142 listed fuel tank
High level, low level, and rupture basin alarms
Fuel level gauge
Normal & emergency vents
5-gallon Spill containment & accessories
5-Year Warranty

Generator Price: $50,405.00 (applicable taxes not included)

Adder for 48-hour Factory tank is $16,110.00 and would add 6 weeks to delivery time.

1 **AUTOMATIC TRANSFER SWITCH**
600A, 208V, 3 phase, 4 wire, 60 Hz., 3 Pole
Open transition
NEMA 1 enclosure
NON-Service entrance rated
Modbus Comms/engine exerciser/300 entry event log/common alarm output function
Relay expansion module
2-Year Warranty

ATS Price: $7,570.00 (applicable taxes not included)

1 **GENERAL**
Start-up, testing, and customer training
Includes 4-hour Resistive load bank test on site *(need access within 50' of equipment with service truck)*
F.O.B. Job Site for quoted equipment & material **(Off-loading and installation not included)**

1 **SERVICE/PM CONTRACT**

- **5-year** service contract includes: (performed during normal business hours)
  1 PM Service Annually
  3 PM Inspections Quarterly
  1 Fuel Sample Annually

PM Contract Price: $17,980.00 (applicable taxes not included)

1 **5-YEAR LOAD BANK TESTING**

- 2-Hour load bank test annually- (During Normal Business Hours)

Load Bank Testing Price: $6,985.00 (applicable taxes not included)

SUBMITTALS 2-5 WEEKS AFTER RECEIVING PURCHASE ORDER (subject to change depending on scope of project)

Estimated Shipment (from submittal approval):
Genset: 26-32 weeks (subject to change without notice)
ATS: 10-15 weeks (subject to change without notice)

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

Exclusions and Clarifications:

-Fuel is not included in this proposal
-Stairs and/or access platforms are not included in this proposal
-No rental, loaner, or other temporary power generation equipment is included in this proposal
-Anchoring/installation/unloading of equipment/storage is not included in this proposal
-Not providing 3rd party, NETA, breaker, infrared, emissions, harmonics, transient, noise or megger testing onsite
-Not providing coordination study, arc flash study, or arc flash labeling
-Mechanical screening, fencing, or other security equipment is not included in this proposal
-No demolition of existing site conditions is included in this proposal
-Quote based on site visit dated 5/6/25. Should project scope change, Carolina Cat reserves the right to review and amend proposal.
-No specifications or drawings were issued for Bid on this project. Should they become available, Carolina Cat reserves the right to review and amend proposal.
-Generator size was based on customer request; no sizing calculations were performed by Carolina Cat.
*** Not quoting service entrance or NEMA 3 R rated ATS as there is a disconnect between transformer and ATS and the ATS is indoors.**

CAROLINA CAT
9000 Statesville Rd.
Charlotte, NC 28269

CAT Electric Power

Tim Angell
Cell (980) 257-1158
tangell@carolinacat.com

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.
15. Lack of urgent approval of submittals may require Carolina Cat to revise pricing if the manufacturer increases prices before order is released or if lead-times are revised to where an unquoted price increase will occur before shipment.

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.

17. **Taxes.** The pricing and information contained in the quote does not include any taxes that may be incurred by the party requesting the quote or CTE. This quote is not valid for capital improvement projects that the requestor submits NC Form 589CI. Advise your sales representative if any tax exemption forms will be provided.

18. **SURCHARGES.** In the event of an Original Equipment Manufacturer (OEM) price increase, Carolina Cat reserves the right to revise pricing or apply a Surcharge in direct correlation to the price increase received from the OEM.

ACCEPTED BY:_____ **P.O. #:**_____

COMPANY:_____ **DATE:**_____

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