



LCWD
Lebec County Water District

PACKET

February 12, 2020

FOR PUBLIC VIEW ONLY

(Please do not remove from office)

**LEBEC COUNTY WATER DISTRICT
REGULAR MEETING OF THE BOARD OF DIRECTORS
WEDNESDAY FEBRUARY 12, 2020– 6:00PM
323 FRAZIER MOUNTAIN PARK ROAD, LEBEC, CA 93243
AGENDA**

1. **CALL THE MEETING TO ORDER/ROLL CALL/MOMENT OF SILENCE/FLAG SALUTE**
2. **AGENDA:**
 - a. APPROVE AND OR ADJUST AGENDA – DISCUSSION AND APPROPRIATE ACTION
 - b. MOTION TO APPROVE FEBRUARY 2020 AGENDA
3. **MINUTES:**
 - a. REVIEW THE MINUTES FROM JANUARY 14, 2020 REGULAR MEETING
 - b. MOTION TO APPROVE MINUTES FROM JANUARY 14, 2020 REGULAR MEETING
4. **FINANCIAL REPORT**
 - a. 2018-2019 FY FINANCIAL AUDIT-DISCUSSION AND APPROPRIATE ACTION (REQUESTED BY BROWN ARMSTRONG)
 - b. FINANCIAL REPORT FOR JANUARY 2020
 - c. APPROVE PAYMENT OF BILLS FOR JANUARY 2020
5. **WATER OPERATORS REPORT:**
 - a. WATER OPERATORS REPORT FOR JANUARY 2020
6. **PUBLIC PRESENTATIONS:**

PLEASE LIMIT ANY PRESENTATIONS OR ANNOUNCEMENTS TO THREE (3) MINUTES PER PERSON. THIS PORTION OF THE MEETING IS RESERVED FOR PERSONS TO ADDRESS THE BOARD OF DIRECTORS ON ANY MATTER NOT ON THE AGENDA, BUT UNDER THE JURISDICTION OF THE BOARD. BOARD MEMBERS MAY RESPOND BRIEFLY TO STATEMENTS MADE OR QUESTIONS POSED. THEY MAY ASK A QUESTION FOR CLARIFICATION MAKE A REFERRAL TO STAFF FOR FACTUAL INFORMATION OR REQUEST STAFF TO REPORT BACK TO THE BOARD AT A LATER MEETING. ALSO, THE BOARD MAY TAKE ACTION TO DIRECT STAFF TO PLACE A MATTER OF BUSINESS ON A FUTURE AGENDA
7. **UNFINISHED BUSINESS:**
 - a. POSSIBLE GENERATOR PURCHASE – DISCUSSION AND APPROPRIATE ACTION (REQUESTED BY JESSICA CARROLL)
 - b. INLINE LANDFILL BOOSTER – DISCUSSION AND APPROPRIATE ACTION (REQUESTED BY BILL HOPPER)
8. **NEW BUSINESS:**
 - a. MAPPING SYSTEM UPDATE-DISCUSSION AND APPROPRIATE ACTION (REQUESTED BY RP)
 - b. SICK LEAVE AND FEDERAL HOLIDAYS-DISCUSSION AND APPROPRIATE ACTION (REQUESTED BY JC)
 - c. ESTIMATED COST OF BACKHOE RENTAL -DISCUSSION AND APPROPRIATE ACTION (REQUESTED RP)
9. **LOCAL COMMUNITY WATER DISCUSSION:**
 - a. UPDATE
10. **BOARD/STAFF PROPOSED AGENDA ITEMS**
11. **ANNOUNCE DATE/TIME OF THE NEXT MEETING**
12. **ADJOURNMENT**

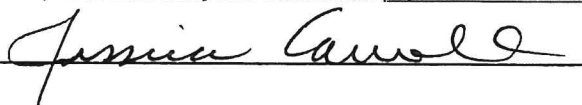
Written materials related to an item on this agenda to be considered in open session that are public documents and that are distributed to board members after the posting of the agenda, will be made available for public inspection when they are so distributed at the offices of the District located at 323 Frazier Mountain Park Road, Lebec, California during normal business hours. Documents that are public documents provided by others during a meeting will be available at the same location during business hours after the meeting.

Members of the public may directly address the Board of Directors on any item of interest within the Board's subject matter jurisdiction, before or during the Board's consideration of the item. The President may limit the time allowed for comment.

Any person with a qualifying disability under the Americans with Disabilities Act of 1990 may request that the District (1) make agendas available in appropriate alternative formats, and (2) provide a disability-related modification accommodation, including auxiliary aids or services, to participate in any public meeting of the Board of Directors. A request for modification or accommodation shall be made in person, or by telephone, facsimile or written correspondence to the Office Manager at the District's office at least seven days before the public meeting for which the modification or accommodation is requested. The District will attempt to accommodate persons who make request less than seven days before the public meeting.

DECLARATION OF POSTING: I declare under penalty of perjury, that I am employed by the Lebec County Water District and I posted the foregoing Agenda at the Lebec County Water District Office (Outside Bulletin Board), Lebec Post Office (Inside Bulletin Board) and the Lebec County Water District Website (<http://www.lebecwater.com>) on or before 02-07-2020 by 6P.M.

JESSICA CARROLL – GENERAL MANAGER



10:22 AM

02/05/20

LEBEC COUNTY WATER DISTRICT

Reconciliation Summary

1020 · Lebec Co Water Dist. - Checking, Period Ending 01/31/2020

	<u>Jan 31, 20</u>
Beginning Balance	160,914.44
Cleared Transactions	
Checks and Payments - 54 ite...	-72,410.22
Deposits and Credits - 22 items	38,585.94
Total Cleared Transactions	<u>-33,824.28</u>
Cleared Balance	<u>127,090.16</u>
Uncleared Transactions	
Checks and Payments - 9 items	<u>-2,611.14</u>
Total Uncleared Transactions	<u>-2,611.14</u>
Register Balance as of 01/31/2020	<u>124,479.02</u>
Ending Balance	124,479.02

9:57 AM

02/05/20

LEBEC COUNTY WATER DISTRICT
Reconciliation Summary
1040 - Grant Checking Account, Period Ending 01/31/2020

	<u>Jan 31, 20</u>
Beginning Balance	5.25
Cleared Balance	5.25
Register Balance as of 01/31/2020	5.25
Ending Balance	5.25

9:57 AM

02/05/20

LEBEC COUNTY WATER DISTRICT

Reconciliation Detail

1040 - Grant Checking Account, Period Ending 01/31/2020

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						5.25
Cleared Balance						5.25
Register Balance as of 01/31/2020						5.25
Ending Balance						<u>5.25</u>

LEBEC COUNTY WATER DISTRICT

Reconciliation Detail

1020 - Lebec Co Water Dist. - Checking, Period Ending 01/31/2020

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						160,914.44
Cleared Transactions						
Checks and Payments - 54 items						
Bill Pmt -Check	11/07/2019	9356	Nic Wenderoth	X	-100.00	-100.00
Bill Pmt -Check	11/21/2019	9383	Nic Wenderoth	X	-100.00	-200.00
Bill Pmt -Check	12/16/2019	9429	Wainright Emilie	X	-1,000.00	-1,200.00
Bill Pmt -Check	12/16/2019	9421	Maillis, Patricia E	X	-100.00	-1,300.00
Bill Pmt -Check	12/16/2019	9422	Nic Wenderoth	X	-100.00	-1,400.00
Liability Check	12/30/2019	E-pay	EFTPS	X	-1,713.26	-3,113.26
Paycheck	12/30/2019	9430	Daniel F Garcia	X	-1,704.55	-4,817.81
Liability Check	12/30/2019	E-pay	EDD	X	-253.30	-5,071.11
Bill Pmt -Check	12/31/2019	9442	PGE5159	X	-3,168.82	-8,239.93
Bill Pmt -Check	12/31/2019	9439	Ca Bank-Visa	X	-2,209.74	-10,449.67
Bill Pmt -Check	12/31/2019	9438	Blue Shield	X	-856.83	-11,306.50
Bill Pmt -Check	12/31/2019	9445	SCE 2-03-200-81...	X	-774.19	-12,080.69
Bill Pmt -Check	12/31/2019	9441	JMPE	X	-600.00	-12,680.69
Bill Pmt -Check	12/31/2019	9443	Pilot Travel Cent...	X	-491.02	-13,171.71
Bill Pmt -Check	12/31/2019	9449	West Coast Truc...	X	-306.00	-13,477.71
Bill Pmt -Check	12/31/2019	9435	At&T Office	X	-199.17	-13,676.88
Bill Pmt -Check	12/31/2019	9434	Ability Answering ...	X	-165.51	-13,842.39
Bill Pmt -Check	12/31/2019	9448	Wells Fargo Bank	X	-144.60	-13,986.99
Bill Pmt -Check	12/31/2019	9437	AUS Aramark	X	-140.70	-14,127.69
Bill Pmt -Check	12/31/2019	9447	Verizon Wireless	X	-140.50	-14,268.19
Bill Pmt -Check	12/31/2019	9433	3D Imaging Syste...	X	-110.39	-14,378.58
Bill Pmt -Check	12/31/2019	9446	SCE 2-36-538-21...	X	-100.53	-14,479.11
Check	12/31/2019	9450	AFLAC	X	-98.28	-14,577.39
Bill Pmt -Check	12/31/2019	9436	AT&T Uverse	X	-94.55	-14,671.94
Bill Pmt -Check	12/31/2019	9440	Gas Company	X	-78.88	-14,750.82
Bill Pmt -Check	12/31/2019	9444	Price Disposal	X	-51.84	-14,802.66
Bill Pmt -Check	01/09/2020	9452	Lewis & Associates	X	-600.00	-15,402.66
Bill Pmt -Check	01/09/2020	9453	State Compensat...	X	-578.67	-15,981.33
Bill Pmt -Check	01/09/2020	9454	State Water Res...	X	-556.60	-16,537.93
Liability Check	01/09/2020	9451	Wells Fargo IRA	X	-416.43	-16,954.36
Liability Check	01/09/2020	E-pay	EDD	X	-181.25	-17,135.61
Paycheck	01/13/2020	9456	Jessica Carroll	X	-2,105.68	-19,241.29
Paycheck	01/13/2020	9457	William Adame	X	-1,746.76	-20,988.05
Liability Check	01/13/2020	E-pay	EFTPS	X	-1,664.44	-22,652.49
Paycheck	01/13/2020	9455	Daniel F Garcia	X	-1,635.60	-24,288.09
Liability Check	01/13/2020	E-pay	EDD	X	-233.72	-24,521.81
Bill Pmt -Check	01/27/2020	9472	P & J Electric Inc	X	-26,025.04	-50,546.85
Bill Pmt -Check	01/27/2020	9468	Brown Armstrong...	X	-10,000.00	-60,546.85
Paycheck	01/27/2020	9459	Jessica Carroll	X	-2,105.66	-62,652.51
Paycheck	01/27/2020	9460	William Adame	X	-1,746.80	-64,399.31
Bill Pmt -Check	01/27/2020	9473	PGE5159	X	-1,710.97	-66,110.28
Liability Check	01/27/2020	E-pay	EFTPS	X	-1,661.68	-67,771.96
Paycheck	01/27/2020	9458	Daniel F Garcia	X	-1,627.12	-69,399.08
Bill Pmt -Check	01/27/2020	9467	Blue Shield	X	-856.83	-70,255.91
Bill Pmt -Check	01/27/2020	9474	PGE8279	X	-731.36	-70,987.27
Bill Pmt -Check	01/27/2020	9469	Law Offices of Da...	X	-423.50	-71,410.77
Liability Check	01/27/2020	E-pay	EDD	X	-232.55	-71,643.32
Bill Pmt -Check	01/27/2020	9464	Anthem Blue Cross	X	-163.53	-71,806.85
Bill Pmt -Check	01/27/2020	9477	Wells Fargo Bank	X	-131.53	-71,938.38
Bill Pmt -Check	01/27/2020	9465	At&T Office	X	-103.80	-72,042.18
Bill Pmt -Check	01/27/2020	9466	BC Laboratories	X	-62.50	-72,104.68
Check	01/31/2020		QuickBooks Payr...	X	-274.54	-72,379.22
Check	01/31/2020			X	-25.00	-72,404.22
Check	01/31/2020		QuickBooks Payr...	X	-6.00	-72,410.22
Total Checks and Payments					-72,410.22	-72,410.22

LEBEC COUNTY WATER DISTRICT

Reconciliation Detail

1020 · Lebec Co Water Dist. - Checking, Period Ending 01/31/2020

Type	Date	Num	Name	Clr	Amount	Balance
Deposits and Credits - 22 items						
Deposit	01/07/2020			X	647.47	647.47
Deposit	01/07/2020			X	4,087.68	4,735.15
Deposit	01/13/2020			X	100.00	4,835.15
Deposit	01/13/2020			X	155.00	4,990.15
Deposit	01/13/2020			X	230.14	5,220.29
Deposit	01/13/2020			X	438.98	5,659.27
Deposit	01/13/2020			X	935.73	6,595.00
Deposit	01/13/2020			X	5,100.27	11,695.27
Deposit	01/21/2020			X	40.00	11,735.27
Deposit	01/21/2020			X	40.00	11,775.27
Deposit	01/21/2020			X	118.48	11,893.75
Deposit	01/21/2020			X	144.02	12,037.77
Deposit	01/21/2020			X	230.00	12,267.77
Deposit	01/21/2020			X	321.01	12,588.78
Deposit	01/21/2020			X	808.24	13,397.02
Deposit	01/21/2020			X	22,293.53	35,690.55
Deposit	01/22/2020			X	128.02	35,818.57
Deposit	01/22/2020			X	180.02	35,998.59
Deposit	01/29/2020			X	1,985.24	37,983.83
Deposit	01/31/2020			X	88.02	38,071.85
Deposit	01/31/2020			X	165.72	38,237.57
Deposit	01/31/2020			X	348.37	38,585.94
Total Deposits and Credits					38,585.94	38,585.94
Total Cleared Transactions					-33,824.28	-33,824.28
Cleared Balance					-33,824.28	127,090.16
Uncleared Transactions						
Checks and Payments - 9 items						
Bill Pmt -Check	08/09/2019	9222	Nic Wenderoth		-100.00	-100.00
Bill Pmt -Check	12/16/2019	9428	Sunbelt Rentals		-759.80	-859.80
Bill Pmt -Check	01/27/2020	9476	Wainright Emilie		-1,000.00	-1,859.80
Liability Check	01/27/2020	9461	Wells Fargo IRA		-275.45	-2,135.25
Bill Pmt -Check	01/27/2020	9462	3D Imaging Syste...		-110.37	-2,245.62
Bill Pmt -Check	01/27/2020	9475	Puckett, Rick		-100.00	-2,345.62
Bill Pmt -Check	01/27/2020	9470	Maillis, Patricia E		-100.00	-2,445.62
Bill Pmt -Check	01/27/2020	9471	Nic Wenderoth		-100.00	-2,545.62
Bill Pmt -Check	01/27/2020	9463	AFLAC		-65.52	-2,611.14
Total Checks and Payments					-2,611.14	-2,611.14
Total Uncleared Transactions					-2,611.14	-2,611.14
Register Balance as of 01/31/2020					-36,435.42	124,479.02
Ending Balance					-36,435.42	124,479.02

LEBEC COUNTY WATER DISTRICT Profit & Loss YTD Comparison

January 2020

	Jan 20	Jul '19 - Jan 20
Ordinary Income/Expense		
Income		
4000 · Operating Revenue		
4010 · Commercial	18,447.89	142,890.26
4040 · Residential	14,763.60	107,384.55
4100 · Kern Co Tax Income	808.24	28,171.00
4120 · Surplus Water	1,697.95	15,751.71
4130 · Will Serve	110.20	716.30
4140 · Late Charges & Customer Charg...	485.65	8,825.54
Total 4000 · Operating Revenue	36,313.53	303,739.36
Total Income	36,313.53	303,739.36
Expense		
6010 · Advertising	0.00	125.15
6020 · Auto Expense		
6022 · Gas	265.45	2,860.04
6028 · Repairs		
6028.1 · GMC	0.00	893.51
6028.2 · DODGE	0.00	263.71
6028.5 · Chevy Colorado	0.00	252.50
Total 6028 · Repairs	0.00	1,409.72
6030 · Service		
6030.1 · Dodge Service	224.98	329.82
6030.2 · Gmc Service	271.66	402.57
Total 6030 · Service	496.64	732.39
Total 6020 · Auto Expense	762.09	5,002.15
6040 · Bank Service Charge	25.00	220.00
6050 · Compensation of Board	300.00	4,500.00
6060 · Contracted Maintenance Services	26,025.04	41,261.88
6065 · Depreciation	3,800.00	26,600.00
6070 · Dues & Subscriptions	75.00	2,184.00
6075 · Education	625.00	1,033.22
6081 · Emergency Communications	0.00	731.55
6085 · Engineering	0.00	600.00
6090 · Equipment Rental	131.53	4,468.53
6095 · Fees and Permits	556.60	956.60
6110 · Insurance		
6112 · Insurance - AFLAC	0.00	0.00
6113 · Medical Insurance	1,020.36	4,532.11
6115 · Business Insurance	777.25	5,515.75
6120 · Workers Compensation Insurance	578.67	2,057.93
Total 6110 · Insurance	2,376.28	12,105.79
6130 · Maintenance		
6135 · Maintenance Services-System	0.00	693.41
6140 · Maintenance Supplies	9,922.08	16,202.97
Total 6130 · Maintenance	9,922.08	16,896.38

LEBEC COUNTY WATER DISTRICT

Profit & Loss YTD Comparison

02/05/20

Accrual Basis

January 2020

	Jan 20	Jul '19 - Jan 20
6145 · Meals & Entertainment	0.00	228.00
6155 · Office Expense		
6160 · Computer	0.00	99.99
6170 · Answering Service	0.00	582.48
6175 · Office Repair	110.37	827.19
6185 · Supplies	1,133.72	2,797.21
6186 · Rugs	93.80	750.19
Total 6155 · Office Expense	1,337.89	5,057.06
6205 · Outside Services	0.00	3,312.00
6215 · Payroll - Gross Wages	14,047.42	81,129.31
6235 · Payroll Service Fees	6.00	44.00
6245 · Postage	670.05	1,729.99
6250 · Professional Fees		
6255 · Accounting / Bookkeeping	600.00	3,400.00
6260 · Audit	10,000.00	10,468.00
6270 · Legal	423.50	924.00
Total 6250 · Professional Fees	11,023.50	14,792.00
6290 · Rent	1,000.00	7,000.00
6300 · Repairs & Maintenance		
6303 · System Maint and Repairs	559.76	2,432.15
Total 6300 · Repairs & Maintenance	559.76	2,432.15
6310 · Software System	0.00	1,062.00
6315 · Taxes		
6320 · Payroll Taxes	1,907.43	8,079.17
6325 · Property Tax	0.00	130.21
Total 6315 · Taxes	1,907.43	8,209.38
6340 · Telephone	464.95	3,149.34
6342 · Tools	0.00	1,290.09
6345 · Travel	205.91	340.25
6352 · Uniforms	0.00	738.08
6355 · Utilities - Office		
6360 · Electric	0.00	516.49
6365 · Gas	94.27	187.69
6370 · Trash	0.00	328.80
Total 6355 · Utilities - Office	94.27	1,032.98
6375 · Utilities - Pumps		
6380 · Electric	3,054.56	30,566.24
Total 6375 · Utilities - Pumps	3,054.56	30,566.24
6390 · Water Test	170.00	1,605.00
Total Expense	79,140.36	280,403.12
Net Ordinary Income	-42,826.83	23,336.24
Other Income/Expense		

11:39 AM

02/05/20

Accrual Basis

LEBEC COUNTY WATER DISTRICT Profit & Loss YTD Comparison

January 2020

	Jan 20	Jul '19 - Jan 20
Other Income		
9000 · Interest Income	0.00	63.04
9015 · Grant Income	0.00	140,578.36
Total Other Income	0.00	140,641.40
Other Expense		
9016 · Grant Expense	1,531.00	145,685.74
Total Other Expense	1,531.00	145,685.74
Net Other Income	-1,531.00	-5,044.34
Net Income	-44,357.83	18,291.90

LEBEC COUNTY WATER DISTRICT

02/05/20

Balance Sheet

Accrual Basis

As of January 31, 2020

	<u>Jan 31, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
1011 - Customer Change Petty Ca	300.00
1020 - Lebec Co Water Dist. - Checki...	124,479.02
1040 - Grant Checking Account	5.25
1080 - Savings	
1081 - Emergency Fund Reserve	120,000.00
1080 - Savings - Other	505,314.68
Total 1080 - Savings	<u>625,314.68</u>
Total Checking/Savings	750,098.95
Accounts Receivable	
1200 - Accounts Receivable	36,155.06
Total Accounts Receivable	<u>36,155.06</u>
Other Current Assets	
1260 - Bad Debt Loss A/R	-231.55
1360 - Prepaid Insurance	3,886.25
Total Other Current Assets	<u>3,654.70</u>
Total Current Assets	<u>789,908.71</u>
Fixed Assets	
1400 - Fixed Assets	
1410 - Land	15,521.00
1425 - C-Train Storage Unit	4,440.15
1430 - Office Equipment	4,352.00
1435 - JW/Lebec Rd Mainline	40,400.00
1440 - RVS Software	2,800.00
1445 - State Well Pump & Motor	20,221.16
1450 - 2011 Dodge Truck	36,179.75
1460 - 2012 Chevy Truck	17,544.00
1465 - 2020 Chevy Truck	34,000.00
1470 - Soft Start Well	7,975.00
1480 - Used Welder	2,600.00
1495 - Generator	8,225.00
1500 - Other Equipment	8,250.00
1530 - Inventory	44,509.59
1590 - Lebec Well Motor Pump	10,109.35
1600 - Pumps & Wells	154,313.40
1601 - Chimney Cyn Pump Motor	10,982.70
1602 - Pump Equipment	36,932.00
1610 - Tanks	306,208.72
1615 - Tank Ladders	6,972.00
1620 - Transmission & Distribution	636,423.00
1630 - Tools	2,220.94
1631 - Portable Pump	1,864.00
1690 - Accumulated Depreciation	-961,000.33
Total 1400 - Fixed Assets	<u>452,043.43</u>

LEBEC COUNTY WATER DISTRICT

02/05/20

Balance Sheet

Accrual Basis

As of January 31, 2020

	Jan 31, 20
Total Fixed Assets	452,043.43
Other Assets	
1800 · Deposits	1,000.00
Total Other Assets	1,000.00
TOTAL ASSETS	1,242,952.14
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2010 · Accounts Payable	16,479.02
Total Accounts Payable	16,479.02
Other Current Liabilities	
2030 · Surplus Water Deposits	10,500.00
2110 · Direct Deposit Liabilities	288.24
2300 · Payroll Liabilities	
2310 · Federal Withholding	-0.11
2320 · FICA	-0.45
2330 · State Withholding	0.41
2350 · SUTA	0.07
2360 · SDI	-0.14
2300 · Payroll Liabilities - Other	1,241.42
Total 2300 · Payroll Liabilities	1,241.20
Total Other Current Liabilities	12,029.44
Total Current Liabilities	28,508.46
Total Liabilities	28,508.46
Equity	
3290 · Fund Balance -Net Assets	797,919.12
3300 · Retained Earnings	398,195.97
3310 · Prior Period Adjustment	36.69
Net Income	18,291.90
Total Equity	1,214,443.68
TOTAL LIABILITIES & EQUITY	1,242,952.14

LEBEC COUNTY WATER DISTRICT

02/05/20

Profit & Loss Prev Year Comparison

Accrual Basis

January 2020

	Jan 20	Jan 19	\$ Change	% Change
Ordinary Income/Expense				
Income				
4000 · Operating Revenue				
4010 · Commercial	18,447.89	20,709.00	-2,261.11	-10.9%
4040 · Residential	14,763.60	10,187.58	4,576.02	44.9%
4100 · Kern Co Tax Income	808.24	716.19	92.05	12.9%
4120 · Surplus Water	1,697.95	1,653.75	44.20	2.7%
4130 · Will Serve	110.20	88.16	22.04	25.0%
4140 · Late Charges & Customer Charg...	485.65	1,051.25	-565.60	-53.8%
Total 4000 · Operating Revenue	36,313.53	34,405.93	1,907.60	5.5%
Total Income	36,313.53	34,405.93	1,907.60	5.5%
Expense				
6010 · Advertising	0.00	92.40	-92.40	-100.0%
6020 · Auto Expense				
6022 · Gas	265.45	604.61	-339.16	-56.1%
6030 · Service				
6030.1 · Dodge Service	224.98	239.65	-14.67	-6.1%
6030.2 · Gmc Service	271.66	390.55	-118.89	-30.4%
Total 6030 · Service	496.64	630.20	-133.56	-21.2%
Total 6020 · Auto Expense	762.09	1,234.81	-472.72	-38.3%
6040 · Bank Service Charge	25.00	25.00	0.00	0.0%
6050 · Compensation of Board	300.00	400.00	-100.00	-25.0%
6060 · Contracted Maintenance Services	26,025.04	0.00	26,025.04	100.0%
6065 · Depreciation	3,800.00	3,925.75	-125.75	-3.2%
6070 · Dues & Subscriptions	75.00	75.00	0.00	0.0%
6075 · Education	625.00	9.95	615.05	6,181.4%
6090 · Equipment Rental	131.53	96.53	35.00	36.3%
6095 · Fees and Permits	556.60	773.00	-216.40	-28.0%
6110 · Insurance				
6112 · Insurance - AFLAC	0.00	7.79	-7.79	-100.0%
6113 · Medical Insurance	1,020.36	493.56	526.80	106.7%
6115 · Business Insurance	777.25	737.25	40.00	5.4%
6120 · Workers Compensation Insurance	578.67	626.33	-47.66	-7.6%
Total 6110 · Insurance	2,376.28	1,864.93	511.35	27.4%
6130 · Maintenance				
6135 · Maintenance Services-System	0.00	5,191.53	-5,191.53	-100.0%
6140 · Maintenance Supplies	9,922.08	933.08	8,989.00	963.4%
Total 6130 · Maintenance	9,922.08	6,124.61	3,797.47	62.0%
6155 · Office Expense				
6170 · Answering Service	0.00	124.44	-124.44	-100.0%
6175 · Office Repair	110.37	109.84	0.53	0.5%
6185 · Supplies	1,133.72	458.86	674.86	147.1%
6186 · Rugs	93.80	87.42	6.38	7.3%
Total 6155 · Office Expense	1,337.89	780.56	557.33	71.4%
6205 · Outside Services	0.00	693.00	-693.00	-100.0%

LEBEC COUNTY WATER DISTRICT

02/05/20

Profit & Loss Prev Year Comparison

Accrual Basis

January 2020

	Jan 20	Jan 19	\$ Change	% Change
6210 · Payroll Expenses	0.00	0.00	0.00	0.0%
6215 · Payroll - Gross Wages	14,047.42	8,985.21	5,062.21	56.3%
6235 · Payroll Service Fees	6.00	6.00	0.00	0.0%
6245 · Postage	670.05	140.93	529.12	375.5%
6250 · Professional Fees				
6255 · Accounting / Bookkeeping	600.00	550.00	50.00	9.1%
6260 · Audit	10,000.00	6,671.25	3,328.75	49.9%
6270 · Legal	423.50	0.00	423.50	100.0%
Total 6250 · Professional Fees	11,023.50	7,221.25	3,802.25	52.7%
6290 · Rent	1,000.00	1,000.00	0.00	0.0%
6300 · Repairs & Maintenance				
6303 · System Maint and Repairs	559.76	0.00	559.76	100.0%
Total 6300 · Repairs & Maintenance	559.76	0.00	559.76	100.0%
6315 · Taxes				
6320 · Payroll Taxes	1,907.43	1,220.05	687.38	56.3%
Total 6315 · Taxes	1,907.43	1,220.05	687.38	56.3%
6340 · Telephone	464.95	484.41	-19.46	-4.0%
6342 · Tools	0.00	152.02	-152.02	-100.0%
6345 · Travel	205.91	0.00	205.91	100.0%
6355 · Utilities - Office				
6360 · Electric	0.00	208.16	-208.16	-100.0%
6365 · Gas	94.27	53.28	40.99	76.9%
6370 · Trash	0.00	42.33	-42.33	-100.0%
Total 6355 · Utilities - Office	94.27	303.77	-209.50	-69.0%
6375 · Utilities - Pumps				
6380 · Electric	3,054.56	3,149.39	-94.83	-3.0%
Total 6375 · Utilities - Pumps	3,054.56	3,149.39	-94.83	-3.0%
6390 · Water Test	170.00	480.50	-310.50	-64.6%
Total Expense	79,140.36	39,239.07	39,901.29	101.7%
Net Ordinary Income	-42,826.83	-4,833.14	-37,993.69	-786.1%
Other Income/Expense				
Other Expense				
9016 · Grant Expense	1,531.00	15.82	1,515.18	9,577.6%
Total Other Expense	1,531.00	15.82	1,515.18	9,577.6%
Net Other Income	-1,531.00	-15.82	-1,515.18	-9,577.6%
Net Income	-44,357.83	-4,848.96	-39,508.87	-814.8%

LEBEC COUNTY WATER DISTRICT

02/05/20

Profit & Loss Prev Year Comparison

Accrual Basis

July 2019 through January 2020

	Jul '19 - Jan...	Jul '18 - Jan...	\$ Change	% Change
Ordinary Income/Expense				
Income				
4000 · Operating Revenue				
4010 · Commercial	142,890.26	146,100.70	-3,210.44	-2.2%
4040 · Residential	107,384.55	96,688.40	10,696.15	11.1%
4100 · Kern Co Tax Income	28,171.00	25,072.21	3,098.79	12.4%
4120 · Surplus Water	15,751.71	9,149.16	6,602.55	72.2%
4130 · Will Serve	716.30	650.18	66.12	10.2%
4140 · Late Charges & Customer Charg...	8,825.54	8,908.09	-82.55	-0.9%
Total 4000 · Operating Revenue	303,739.36	286,568.74	17,170.62	6.0%
Total Income	303,739.36	286,568.74	17,170.62	6.0%
Expense				
6010 · Advertising	125.15	184.80	-59.65	-32.3%
6020 · Auto Expense				
6022 · Gas	2,860.04	3,155.01	-294.97	-9.4%
6028 · Repairs				
6028.1 · GMC	893.51	1,050.43	-156.92	-14.9%
6028.2 · DODGE	263.71	0.00	263.71	100.0%
6028.5 · Chevy Colorado	252.50	0.00	252.50	100.0%
Total 6028 · Repairs	1,409.72	1,050.43	359.29	34.2%
6030 · Service				
6030.1 · Dodge Service	329.82	628.69	-298.87	-47.5%
6030.2 · Gmc Service	402.57	772.00	-369.43	-47.9%
Total 6030 · Service	732.39	1,400.69	-668.30	-47.7%
Total 6020 · Auto Expense	5,002.15	5,606.13	-603.98	-10.8%
6040 · Bank Service Charge	220.00	175.00	45.00	25.7%
6050 · Compensation of Board	4,500.00	2,700.00	1,800.00	66.7%
6060 · Contracted Maintenance Services	41,261.88	0.00	41,261.88	100.0%
6065 · Depreciation	26,600.00	27,480.25	-880.25	-3.2%
6070 · Dues & Subscriptions	2,184.00	2,141.00	43.00	2.0%
6075 · Education	1,033.22	272.95	760.27	278.5%
6081 · Emergency Communications	731.55	0.00	731.55	100.0%
6085 · Engineering	600.00	0.00	600.00	100.0%
6090 · Equipment Rental	4,468.53	3,728.96	739.57	19.8%
6095 · Fees and Permits	956.60	1,053.00	-96.40	-9.2%
6110 · Insurance				
6112 · Insurance - AFLAC	0.00	0.00	0.00	0.0%
6113 · Medical Insurance	4,532.11	7,107.98	-2,575.87	-36.2%
6115 · Business Insurance	5,515.75	5,898.00	-382.25	-6.5%
6120 · Workers Compensation Insurance	2,057.93	5,189.60	-3,131.67	-60.4%
Total 6110 · Insurance	12,105.79	18,195.58	-6,089.79	-33.5%
6130 · Maintenance				
6135 · Maintenance Services-System	693.41	-8,076.66	8,770.07	108.6%
6140 · Maintenance Supplies	16,202.97	6,824.11	9,378.86	137.4%
Total 6130 · Maintenance	16,896.38	-1,252.55	18,148.93	1,449.0%

LEBEC COUNTY WATER DISTRICT

02/05/20

Profit & Loss Prev Year Comparison

Accrual Basis

July 2019 through January 2020

	Jul '19 - Jan...	Jul '18 - Jan...	\$ Change	% Change
6145 · Meals & Entertainment	228.00	183.00	45.00	24.6%
6155 · Office Expense				
6160 · Computer	99.99	0.00	99.99	100.0%
6170 · Answering Service	582.48	396.74	185.74	46.8%
6175 · Office Repair	827.19	861.39	-34.20	-4.0%
6182 · Supplies-GSA	0.00	102.28	-102.28	-100.0%
6185 · Supplies	2,797.21	1,469.50	1,327.71	90.4%
6186 · Rugs	750.19	662.52	87.67	13.2%
Total 6155 · Office Expense	5,057.06	3,492.43	1,564.63	44.8%
6205 · Outside Services	3,312.00	2,803.50	508.50	18.1%
6210 · Payroll Expenses	0.00	-162.69	162.69	100.0%
6215 · Payroll - Gross Wages	81,129.31	99,192.88	-18,063.57	-18.2%
6235 · Payroll Service Fees	44.00	492.00	-448.00	-91.1%
6245 · Postage	1,729.99	1,801.17	-71.18	-4.0%
6250 · Professional Fees				
6255 · Accounting / Bookkeeping	3,400.00	3,400.00	0.00	0.0%
6260 · Audit	10,468.00	13,296.25	-2,828.25	-21.3%
6270 · Legal	924.00	1,193.00	-269.00	-22.6%
Total 6250 · Professional Fees	14,792.00	17,889.25	-3,097.25	-17.3%
6290 · Rent	7,000.00	8,000.00	-1,000.00	-12.5%
6300 · Repairs & Maintenance				
6303 · System Maint and Repairs	2,432.15	0.00	2,432.15	100.0%
Total 6300 · Repairs & Maintenance	2,432.15	0.00	2,432.15	100.0%
6310 · Software System	1,062.00	679.99	382.01	56.2%
6315 · Taxes				
6320 · Payroll Taxes	8,079.17	8,952.89	-873.72	-9.8%
6325 · Property Tax	130.21	110.89	19.32	17.4%
Total 6315 · Taxes	8,209.38	9,063.78	-854.40	-9.4%
6340 · Telephone	3,149.34	2,667.11	482.23	18.1%
6342 · Tools	1,290.09	152.02	1,138.07	748.6%
6345 · Travel	340.25	441.93	-101.68	-23.0%
6352 · Uniforms	738.08	164.99	573.09	347.4%
6355 · Utilities - Office				
6360 · Electric	516.49	611.66	-95.17	-15.6%
6365 · Gas	187.69	117.22	70.47	60.1%
6370 · Trash	328.80	338.64	-9.84	-2.9%
Total 6355 · Utilities - Office	1,032.98	1,067.52	-34.54	-3.2%
6375 · Utilities - Pumps				
6380 · Electric	30,566.24	26,107.68	4,458.56	17.1%
Total 6375 · Utilities - Pumps	30,566.24	26,107.68	4,458.56	17.1%
6390 · Water Test	1,605.00	2,438.00	-833.00	-34.2%
Total Expense	280,403.12	236,759.68	43,643.44	18.4%

LEBEC COUNTY WATER DISTRICT

Profit & Loss Prev Year Comparison

July 2019 through January 2020

	Jul '19 - Jan...	Jul '18 - Jan...	\$ Change	% Change
Net Ordinary Income	23,336.24	49,809.06	-26,472.82	-53.2%
Other Income/Expense				
Other Income				
9000 · Interest Income	63.04	50.70	12.34	24.3%
9015 · Grant Income	140,578.36	6,403.88	134,174.48	2,095.2%
Total Other Income	140,641.40	6,454.58	134,186.82	2,078.9%
Other Expense				
9016 · Grant Expense	145,685.74	7,140.59	138,545.15	1,940.3%
Total Other Expense	145,685.74	7,140.59	138,545.15	1,940.3%
Net Other Income	-5,044.34	-686.01	-4,358.33	-635.3%
Net Income	18,291.90	49,123.05	-30,831.15	-62.8%

A/P Aging Detail

As of February 5, 2020

<u>Name</u>	<u>Memo</u>	<u>Open Balance</u>
Current		
AUS-Uniforms Only	6186 RUGS	46.90
AUS-Uniforms Only	6186 rugs	46.90
At&T Office	6340 office phones	176.29
BC Laboratories	6390 water testing	107.50
Ca Bank-Visa	cc bill	3,461.10
Core & Main	6140 parts	9,922.08
Gas Company	6365 office 6365- Acct# 046016...	94.27
Pilot Travel Cente...	6022 gas dodge 0 miles/chevy ...	265.45
Provost & Prichar...	9016 SDWSRF no claim number	1,531.00
SCE 2-03-200-8187	6380 pump power	612.23
STREAMLINE	6070 website maint	75.00
Verizon Wireless	6340 cell phones	140.30
Nic Wenderoth	Board stipend 01-14-20	100.00
Maillis, Patricia E	board stipend 1-14-20 mtg	100.00
Puckett, Rick	01-14-20 mtg	100.00
3D Imaging Syste...	6175 copier maint agreement	110.37
AFLAC	6112 aflac insurance	65.52
Anthem Blue Cross	6113 medical insurance	163.53
At&T Office	6340 telephone	103.80
BC Laboratories	6390 water test	62.50
Blue Shield	6113 Acct# W00886361000 me...	856.83
Brown Armstrong ...	6260 Auditors	10,000.00
Law Offices of Da...	6270 legal fees	423.50
P & J Electric Inc	6060 transfer switching	19,018.98
P & J Electric Inc	6060 transfer switches	7,006.06
PGE8279	6380 Lebec Well Pump Electrici...	731.36
PGE5159	6380 State Well Pump Electrici...	1,710.97
Wells Fargo Bank	6090 copier lease	131.53
Wainright Emilie	6290 rent	1,000.00
Lewis & Associates	bookkeeping and w2s	600.00
State Compensati...	6120 wc insurance	578.67
State Water Reso...	water fee	556.60

TOTAL

\$59,899.24

Lebec County Water District

Monthly Distribution Report

January 2020

BY: Daniel Garcia

State Well

Month	January	December	Monthly Diff.	Uranium	Fluoride	Nitrate
Static Level	134.4 FT	129.5 FT	4.9 FT	pCi/L	mg/L	mg/L
Pumping level	138.2 FT	131.68 FT	6.52 FT	17	2.1	6
GPM(Average)	42.696 GMP	44.316 GPM	Total: 1.62 FT	Month: January 2020		
Gallons	1,844,448	1,914,439	Date Tested: 1/10	Hours	Bacteriological:	
Monthly Difference(Gallons):		-69,991	Time: Static Draw	162	Absent	
			9:54 11:00			

Lebec Well

Month	January	December	Monthly Diff.	Uranium	Fluoride	Nitrate
Static Level	95.3 FT	95.4 FT	-0.1 FT	pCi/L	mg/L	mg/L
Pumping level	103.9 FT	102.7 FT	1.2 FT	11	5.2	1.5
GPM(Average)	22.228 GMP	44.624 GPM	Total: 1.3 FT	Month: January 2020		
Gallons	960,245	1,927,761	Date Tested: 1/10	Hours	Bacteriological:	
Monthly Difference(Gallons):		-967,516	Time: Static Draw	91.1	Absent	
			10:03 11:07			

Chimney Canyon Well

Month	January	December	Monthly Diff.	Uranium	Fluoride	Nitrate
Static Level	173.8 FT	173.7 FT	0.1 FT	pCi/L	mg/L	mg/L
Pumping level	195.8 FT	195.5 FT	0.3 FT	23	2.3	6.2
GPM(Average)	18.046 GMP	24.023 GPM	Total: 0.2 FT	Month: January 2020		
Gallons	779,596	1,037,798	Date Tested: 1/10	Hours	Bacteriological:	
Monthly Difference(Gallons):		-258,202	Time: Static Draw	135.9	Absent	
			10:20 11:25			

Month	January	December	Difference	Monthly Water Loss		
Water Pumped	3,584,289	4,879,998	1,295,709	8.8% January (adjusted)		
Water Sold	3,268,132	3,881,858	-613,726			
Water Loss	-316,157	-998,140	1,909,435			

Cuddy Creek Well Non-Potable

Month	January	December	Uranium	Fluoride	Nitrate
Gallons	17,496	58,000	pCi/L	mg/L	mg/L
Monthly Difference(Gallons):		-40,504	N/A	N/A	N/A

Month: January 2020

Lebec County Water District
Monthly Distribution Report

System Information: October

- 1) Bac-T came back Absent
- 2) Hydrant for Cuddy Creek Replaced
- 3) Both Trucks had Oil Changes
- 4) XiO has built and shipped Equipment
- 5) P&J will Install XiO system some time in February.
- 6) Transfer Switches have been installed.

All other systems are functioning as they should, Thank You!

January 29, 2020



KOHLER
IN POWER. SINCE 1920.

KOHLER GENERATOR SALES - SERVICE - PARTS - RENTALS

To learn more, visit our website at www.BCEW.com

REFERENCE: PJ
EMERGENCY GENERATOR SYSTEM
BCEW # 114727

Bay City Electric Works is pleased to offer the following Kohler generator system for your use on the referenced project. This proposal is in accordance with your verbal request. No written details, plans, or specifications were provided. The following clarifications, technical exceptions and/or exclusions are noted:

- On-site installation work is excluded.
- Fuel, initial fuel fill and fuel for testing is excluded.
- Infrared scanning to be done by others.
-

Major system components include: (Tax is Not Included in any of the below pricing).

One (1) Kohler model 145REOZT4 diesel powered generator set, rated for standby duty at 130 KW, 120/240 1phase, 120/208 3 phase, 480 3 phase, 4 wire, 60 Hertz, 1800 RPM, outdoor in weatherproof sound attenuated enclosure with subbase diesel fuel tank rated for 24 hours at full load.

145REOZT4 multi voltage price is\$ 81,302.00

One (1) Kohler model 145REOZT4 diesel powered generator set, rated for standby duty at 130 KW, 120/240 volt, 3 phase, 4 wire, 60 Hertz, 1800 RPM, outdoor in weatherproof sound attenuated enclosure with subbase diesel fuel tank rated for 24 hours at full load.

145REOZT4 120/240 price is\$ 77,617.00

GM145REOZT4
145REOZT4-CP1

145REOZT4 Generator System
145REOZT4 Generator Set

13625 Danielson Street, Poway, CA 92064 (HQ)
860 Lawson Street, City of Industry, CA 91748
322 Lindbergh Avenue, Livermore, CA 94551
Phone – 866.938.8200 Fax – 619.938.8217 (SD)
www.BCEW.com

REFERENCE:
 BCEW # 114727
 2 of 6

Includes the following:

GM103582-GA2	145REOZT4 Towable, 24V, 60HZ
279991	Nameplate Rating, Standby 150C
GM71450-AA1	Software, Fuel Level & Fuel in Basin
GM90433-AA1	Voltage Selector Switch Software
GM98994-AA10	Paralleling Programming
333708	Voltage,60Hz,277/480V,3Ph,4W,0.8PF
GM93580-MA1	Alt & Mtg, INT 4R13X (SAE 11 1/2in, 3)
GM105678-MA1	Cooling, Unit Mtd Radiator, 150-175kva
GM103793-MA4	Skid/Tank, Mobile
GM89426-MA1	Heavy Duty Air Intake
GM92147-MA8	Controller,Dec3500 VSS 600A CamLc/Outlet
GM103585-MA3	J-Box, 4R13X & Vss Mtg
GM89440-MA3-TWHT	Sound Enclosure, Steel
GM104059-KA1	Trailer & Mounting
GM89442-KA1	Spare Tire & Mtg
GM89445-KA1	Pintle Hitch & Mtg
GM89447-KA1	Wheel Chocks
GM89427-KA1	Cold Weather Package
GM96389-KA2	Battery Charger 24V 6A
GM28625-KA1	Coolant in Genset 5 gals.
GM90167	Warranty, Std 3-Year Prime Towables

Detailed Information

Part Number	Description
GM145REOZT4	145REOZT4 Generator System
145REOZT4-CP1	145REOZT4 Generator Set
Includes the following:	
GM103582-GA2	145REOZT4 Towable, 24V, 60HZ
279991	Nameplate Rating, Standby 150C
GM71450-AA1	Software, Fuel Level & Fuel in Basin
GM98994-AA10	Paralleling Programming
333703	Voltage,60Hz,120/240V,3Ph,4W,0.8PF
GM93580-MA1	Alt & Mtg, INT 4R13X (SAE 11 1/2in, 3)
GM105678-MA1	Cooling, Unit Mtd Radiator, 150-175kva
GM103793-MA4	Skid/Tank, Mobile
GM89426-MA1	Heavy Duty Air Intake
GM92147-MA2	Controller, Dec3500 Recon/600A CamLc
GM103585-MA4	J-Box, 4R13X Mtg Reconnectable
GM89440-MA3-TWHT	Sound Enclosure, Steel
GM104059-KA1	Trailer & Mounting
GM89442-KA1	Spare Tire & Mtg
GM89445-KA1	Pintle Hitch & Mtg
GM89447-KA1	Wheel Chocks
GM89427-KA1	Cold Weather Package
GM96389-KA2	Battery Charger 24V 6A

13625 Danielson Street, Poway, CA 92064 (HQ)
 860 Lawson Street, City of Industry, CA 91748
 322 Lindbergh Avenue, Livermore, CA 94551

REFERENCE:
BCEW # 114727
3 of 6

GM28625-KA1
GM90167

Coolant in Genset 5 gals.
Warranty, Std 3-Year Prime Towables

Jobsite inspection, initial startup, and initiation of warranty, by a Bay City Electric Works field technician during normal working hours Monday through Friday 7:00 a.m. to 4:00 p.m. Testing will utilize building load unless the specification states otherwise. Fuel for testing is excluded. Any jobsite orientation and training of operating personnel to be done at the time of startup.

Kohler limited generator warranty, effective from date of startup, for:
3 years or 1000 hours* (whichever occurs first) as published in Kohler Brochure
*(Standard Kohler KD engine warranty for standby applications).

System Price: FOB Factory with freight allowed to your jobsite. Offloading and placement of equipment is excluded. All deliveries are Monday through Friday 7:00 a.m. to 4:00 p.m. Deliveries outside the normal business hours will be invoiced as necessary.

AQMD/APCD Permit is not included. To be provided by others. Contact ProActive Consulting Group at 714-893-7900 for Permit application processing information and pricing.

Quotation Notes:

1. Applicable taxes have not been included.
2. Air quality permit fees and compliance are excluded. Local air quality authorities may require a health risk study or environmental quality assessment. The cost for a health risk study is excluded.
3. Any additional equipment required as a result of the Air Quality Management District (AQMD or APCD) permit application will be quoted separately. Air quality requirements are ever changing and vary based on jobsite location. BCEW is quoting the latest Tier compliant generators to meet State and Federal regulations unless otherwise noted. It is the customer or end users responsibility to obtain all permits related to the installation and operation of the equipment quoted herein. *All permits must be obtained prior to installation of the equipment.*
4. Generators installed on or after January 1st, 2013 in SCAQMD's jurisdiction will require the installation of a Particulate Matter Filter if they are within 50 meters of a sensitive receptor and over 175bhp. If the generator is within 50 meters of a sensitive receptor and there is not a price for a PM Filter on this quote please contact your salesperson immediately. A sensitive receptor is defined as, "any residence including private homes, condominiums, apartments, and living quarters, schools as defined in (5), preschools, daycare centers, and health facilities such as hospitals or retirement and nursing homes. A sensitive receptor includes long term care hospitals, hospices, prisons, and dormitories or similar live-in housing."

13625 Danielson Street, Poway, CA 92064 (HQ)
860 Lawson Street, City of Industry, CA 91748
322 Lindbergh Avenue, Livermore, CA 94551

REFERENCE:
BCEW # 114727
4 of 6

5. "Engines located on or near school grounds: New Stationary emergency standby diesel-fueled engines (>50 bhp) located on school grounds or 100m or less from a school which exists at the date the application for Permit to Construct or Permit to Operate is deemed complete, whichever is earlier shall emit diesel PM at a rate less than or equal to 0.01 g/bhp-hr" which means that a PM Filter will be necessary. If the generator is within 100 meters of a Kindergarden-12th grade school and there is not a price for a PM Filter on this quote please contact your salesperson immediately.
6. Some local AHJ's will require field inspections, additional testing, interconnection with a Fire Alarm system or BMS, or verifying functionality on certain components/alarms/monitoring. We are bidding to the plans and specifications provided and cannot cover any and all potential testing that may be requested by AHJ's. We do our best to be an expert on all local requirements but we have a huge territory and requirements are ever changing. We are bidding to a design spec for a project awarded based on pricing. It is the responsibility of the Consulting/Specifying Engineer to provide the required information to bid the project properly. Typically the testing/inspection does not require attendance by a BCEW technician but in certain instances it does. Please contact us with the specific requirements in writing that apply to your project (from your approved fire permit, County HazMat permit or your inspection corrections) once you have them and our Service Department can quote it accordingly.
7. Quotation will be held firm for 30 days. This quote may be modified and/or rescinded by BCEW at its sole discretion unless the quote is accepted before the expiration date.
8. On-site installation work is excluded.
9. Fuel, initial fuel fill and fuel for testing is excluded.
10. No special lugs included in our quotes unless specifically identified on our proposal. You will receive the standard lugs for the provided breakers.

Terms and Conditions:

1. Terms of payment are net 30 days from factory shipment, upon approval of credit department.
2. Materials will be invoiced date of shipment from factory.
3. Acceptance of purchase order is based on materials quoted.
4. 1.5% per month on unpaid balance will be assessed if not paid within terms.
5. Terms for retention and liquidated damages will not be accepted.
6. The following charges may be assessed for cancellation of any order:
 - a. 10% of total order price if cancelled after we have provided submittals but prior to release for manufacture.
 - b. 25% of total order price if cancelled after release for manufacture, or if the equipment is already on order with the factory (Kohler paralleling switchgear is on order as soon as Submittals are requested).
 - c. 50% of total order price if cancelled less than 60 days prior to the scheduled shipment date.

13625 Danielson Street, Poway, CA 92064 (HQ)
860 Lawson Street, City of Industry, CA 91748
322 Lindbergh Avenue, Livermore, CA 94551

REFERENCE:
BCEW # 114727
5 of 6

- d. 100% of total order price if cancelled after the equipment has shipped from the manufacturing plant.

Lead Times:

1. Most submittals can typically be provided within 10 business days from receipt of your written hold for Submittal approval (HFSA) Purchase Order. Custom drawings take 15-20 business days minimum. Paralleling Switchgear Submittals are a minimum of 6-8 weeks.
2. Current factory lead-time for the generator is 16 weeks from written release for production.

We appreciate this opportunity to offer our equipment for your consideration. Please call if you have any questions or if I can help in any way. Bay City Electric Works wants to be your Generator System Supplier.

Best Regards,

Damian Oxendine
Industrial Sales Representative
925-724-9060 Cell
doxendine@bcew.com

The authorized purchaser identified below accepts this proposal and agrees, upon acceptance of this contract by Bay City Electric Works, to purchase and pay for the equipment, accessories, and service in accordance with the terms and conditions set forth above.

Company name: _____

Purchaser name and title (please print): _____

Purchaser signature: _____

Date: _____ Purchase Order # _____

Delivery Date Requested by Purchaser: _____

If a delivery date is not provided, BCEW will postpone the release of product orders with its respective vendors until the date is provided in writing. It is the sole responsibility of the Purchaser to provide a delivery date within the current factory lead times.

PLEASE INCLUDE PRELIM INFORMATION WHEN ISSUING A PURCHASE ORDER.

REFERENCE:
BCEW # 114727
6 of 6

KOHLER GENERATOR SALES - SERVICE - PARTS - RENTALS

To learn more, visit our website at www.BCEW.com

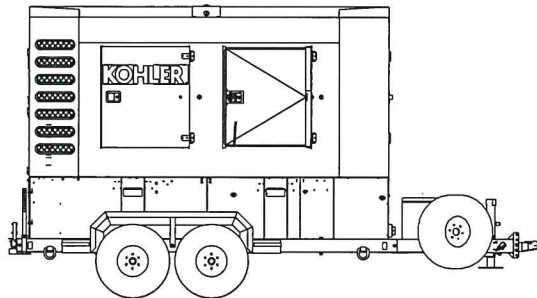
13625 Danielson Street, Poway, CA 92064 (HQ)
860 Lawson Street, City of Industry, CA 91748
322 Lindbergh Avenue, Livermore, CA 94551



**Tier 4 Final
EPA-Certified for
Nonroad Applications**

Ratings Range

		60 Hz
Standby:	kW	109- 130
	kVA	109- 162.5
Prime:	kW	105.5- 117
	kVA	105.5- 146
Continuous:	kW	99.5- 117
	kVA	99.5- 146



Standard Skid Model with Available Options

Mobile Generator Set

- Kohler Co. provides one-source responsibility for the generating system and accessories.
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- A three-year, 3000-hour limited warranty covers all generator set systems and components. The trailer has a one-year limited warranty.

Generator set features:

- Unit-mounted radiator with 50° C (122° F) ambient air capability at the prime rating.
- The unique Fast-Response™ X excitation system delivers excellent voltage response and short-circuit capability using a rare-earth, permanent magnet (PM)-excited alternator.
- The brushless, rotating-field alternator has broadrange reconnectability when ordered without a selector switch.

Engine features:

- Heavy-duty air cleaner with air restrictor indicator.
- The generator set engine is certified by the Environmental Protection Agency (EPA) to conform to Tier 4 Final nonroad emissions regulations.
- Lockable battery disconnect switch.

Enclosure/tank features:

- Durable steel, sound-attenuating housing with quiet operation of 70 dB(A) log average @ 7 m (23 ft.) with full load at the prime rating.
- Stainless steel hinges and lockable latches on doors.
- 125% environmental containment basin for oil and coolant.
- 110% secondary containment tank for fuel.
- Single-point lifting eye and four-point tie down system.
- Subbase fuel tank for 24-hour run time with full load at prime rating (minimum).
- Fuel fill and Diesel Exhaust Fluid (DEF) fill with lockable caps.

Customer connection panel features:

- Decision-Maker® 3500 controller with potted circuitry for protection from vibration and debris.
- Externally mounted, recessed emergency stop switch.
- Adjustable trip main line circuit breaker.
- 1 load lug per phase #6- 350MCM, 400 amp.
- Remote start/stop capabilities.
- Shore power connection points to front of junction box for block heater, battery chargers, and battery heater.

Generator Set Ratings

Alternator	Voltage	Ph	Hz	150° C Rise Standby Rating		125° C Rise Prime Rating		125° C Rise Continuous Rating		Ordering Options*
				kW/kVA	Amps	kW/kVA	Amps	kW/kVA	Amps	
4R13X	120/208	3	60	130/163	451	117/146	406	117/146	406	A
	120/240	3	60	125/156	376	113/141	340	113/141	340	B
	120/240	1	60	109/109	454	105/105	438	99/99	413	A
	277/480	3	60	130/163	195	117/146	176	114/143	171	A
	347/600	3	60	130/163	156	117/146	141	114/143	137	C

* Ordering Options: A- Reconnectable or selector switch, B- Reconnectable, C- Stand alone

RATINGS: All three-phase units are rated at 0.8 power factor. All single-phase units are rated at 1.0 power factor. **Standby Ratings:** The standby rating is applicable to varying loads for the duration of a power outage. There is no overload capability for this rating. **Prime Power Ratings:** At varying load, the number of generator set operating hours is unlimited. A 10% overload capacity is available for one hour in twelve. **Continuous Ratings:** At constant or nonvarying load, the number of generator set operating hours is unlimited. There is no overload capability for this rating. Ratings are in accordance with ISO-8528-1 and ISO-3046-1. For limited running time ratings, consult the factory. Obtain technical information bulletin (TIB-101) for ratings guidelines, complete ratings definitions, and site condition derates. The generator set manufacturer reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever.

Alternator Specifications

Specifications	Alternator
Manufacturer	Kohler
Type	4-Pole, Rotating-Field
Exciter type	Brushless, Rare-Earth Permanent Magnet
Leads: quantity, type	12, Reconnectable
Voltage regulator	6, 600 Volt
Insulation:	Solid State, Volts/Hz
Material	NEMA MG1
Temperature rise	Class H
Bearing: quantity, type	1, Sealed
Coupling	Flexible Disc
Amortisseur windings	Full
Voltage regulation, no-load to full-load	±0.5%
One-step load acceptance	100% of Rating
Unbalanced load capability	100% of Rated Standby Current
Peak motor starting kVA:	(35% dip for voltages below)
480 V	4R13X (12 lead)
	540

- NEMA MG1, IEEE, and ANSI standards compliance for temperature rise and motor starting.
- Sustained short-circuit current of up to 300% of the rated current for up to 10 seconds.
- Sustained short-circuit current enabling downstream circuit breakers to trip without collapsing the alternator field.
- Self-ventilated and drip-proof construction.
- Windings are vacuum-impregnated with epoxy varnish for dependability and long life.
- Superior voltage waveform from a two-thirds pitch stator and skewed rotor.
- The unique Fast-Response® X excitation system delivers excellent voltage response and short-circuit capability using a rare-earth, permanent magnet (PM)-excited alternator.

Application Data

Engine

Engine Specifications	
Manufacturer	John Deere
Engine: model, type	6068HFG08 4-Cycle Turbocharged, Charge Air-Cooled
Cylinder arrangement	6 Inline
Displacement, L (cu. in.)	6.8 (415)
Bore and stroke, mm (in.)	106 x 127 (4.2 x 5.0)
Compression ratio	17.2:1
Piston speed, m/min. (ft./min.)	457.2 (1500)
Rated rpm	1800
Max. power at rated rpm, kW (HP)	150 (201)
Valve (exhaust) material	Silicon-Chrome stem with Inconel head (NiCr)
Valve (intake) material	CrMo Alloy
Governor type	Electronic
Frequency regulation, no-load to full-load	Isochronous
Frequency regulation, steady state	±0.5%
Air cleaner type, all models	Dry

Exhaust

Exhaust System	
Exhaust manifold type	Dry
Exhaust flow at rated kW, m ³ /min. (cfm)	20.2 (713)
Exhaust temperature at rated kW, dry exhaust, °C (°F)	387 (729)
Maximum allowable back pressure, kPa (in. Hg)	14.8 (4.4)
Back pressure available after taking into account losses due to exhaust aftertreatment system, kPa (in. Hg)	6 (1.8)

Engine Electrical

Engine Electrical System	
Battery charging alternator:	
Ground (negative/positive)	Negative
Volts (DC)	24
Ampere rating	60
Starter motor rated voltage (DC)	24
Battery, recommended cold cranking amps (CCA):	
Qty., rating for -30°C (-22°F)	Two, 400
Battery voltage (DC)	12

Fuel

Fuel System	
Fuel supply line, min. ID, mm (in.)	8 (0.31)
Fuel return line, min. ID, mm (in.)	4.8 (0.19)
Max. lift, fuel pump: type, m (ft.)	Electronic, 1.8 (6.0)
Max. fuel flow, Lph (gph)	138.5 (36.6)
Max. return line restriction, kPa (in. Hg)	40 (11.8)
Fuel prime pump	Automatic
Fuel filter	
Primary	2 Microns
Recommended fuel	ASTM D975 or EN 590 Ultra Low Sulfur Diesel (ULSD) with sulfur content <15 mg/kg (15 ppm)

Lubrication

Lubricating System	
Type	Full Pressure
Oil pan capacity, L (qt.) §	27.5 (29.1)
Oil pan capacity with filter, L (qt.) §	28.5 (30.1)
Oil filter: quantity, type §	One, Cartridge
Oil type §	API CJ-4 or ACEA E6-E9
§ Kohler recommends the use of Kohler Genuine oil and filters.	

Cooling

Radiator System	
Radiator system capacity, including engine, L (gal.)	35.6 (9.4)

Operation Requirements

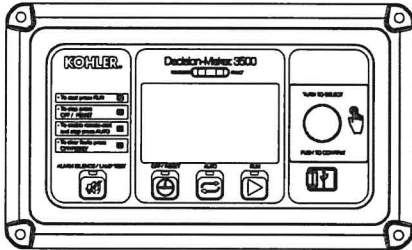
Air Requirements	
Radiator-cooled cooling air, m ³ /min. (scfm) †	297 (10500)
Combustion air, m ³ /min. (cfm)	9.7 (343)
Heat rejected to ambient air:	
Engine, kW (Btu/min.)	20 (1138)
Alternator, kW (Btu/min.)	14.8 (1842)
† Air density = 1.20 kg/m ³ (0.075 lbm/ft ³)	

Fuel Consumption

Diesel, Lph (gph) at % load	Standby Ratings	Prime Ratings
100%	34.0 (9.4)	32.5 (8.6)
75%	27.2 (7.2)	25.0 (6.6)
50%	19.3 (5.1)	17.8 (4.7)
25%	11.3 (3.0)	10.6 (2.8)
0%	3.0 (0.8)	3.0 (0.8)

Note: For continuous rating fuel consumption, use the prime ratings data.

Controller



Decision-Maker® 3500 Paralleling Controller

Provides advanced control, system monitoring, and system diagnostics for optimum performance and compatibility.

- Paralleling capability with bus sensing, first-on logic, synchronizer, and (isochronous, droop, and external controlled) load sharing
- Digital display with adjustable contrast and menu control provide easy local data access
- Measurements are selectable in metric or English units
- Remote communication thru a PC via network or serial configuration
- Controller supports Modbus® protocol
- Integrated hybrid voltage regulator with ±0.5% regulation
- Potted circuitry for protection from vibration and debris
- Built-in alternator thermal overload protection
- NFPA 110 Level 1 capability

Fuel and DEF Tanks

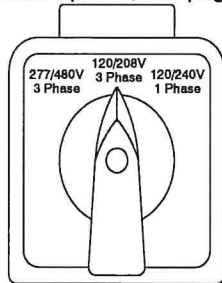
- Subbase fuel tank for 24-hour run time with full load at prime rating (minimum).
- Fuel tank includes the fuel level gauge, fuel fill with lockable cap, and an atmospheric vent.
- The secondary containment tank's construction protects against fuel leaks or ruptures. The inner (primary) tank is sealed inside the outer (secondary) tank. The outer tank contains the fuel if the inner tank leaks or ruptures.
- DEF tank with DEF quality sensor.

Tank Specifications

Diesel tank capacity	923 L (244 gal.)
DEF tank capacity	44.2 L (11.7 gal.)
Recommended DEF	AUS 32 according to ISO 22241-1

Available Voltage Selector Switch

(Available Options, see page 4)

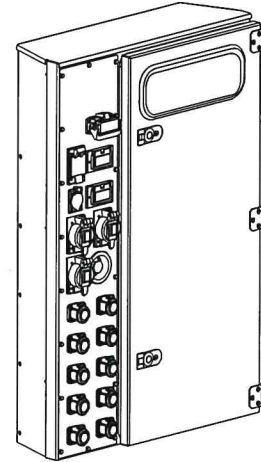


3-Position

- Voltage selector switch, 3-position lockable, wired for:
 - 120/240 volt, 1 phase
 - 120/208 volt, 3 phase
 - 277/480 volt, 3 phase

Modbus® is a registered trademark of Schneider Electric.

Customer Connection Panel



- Viewable generator set controller with security cover
- Emergency stop switch
- Shore power connector, 120 V, 15 amp (for battery charger(s) and battery heater)
- Shore power connector, 120 V, 20 amp (for block heater)
- Remote start connection
- Mobile paralleling box connection
- Main line circuit breaker
 - Reconnectable and selector switch models: Rating 600 amps, field adjustable based on voltage selected
 - 600 volt models: Rating 250 amps, field adjustable
- Available Options, see page 4
 - Two 15-amp 120 V, 1 phase, GFCI duplex receptacles (includes circuit breakers)
 - Three 50-amp 240 V twistlock receptacles (includes circuit breakers)
 - Color-coded camlock connectors

2 load lug per phase #6-350MCM. 400 amp

Available Trailer

(Available Options, see page 4)

- Dual-axle trailer with electric brake system on both axes with battery back-up breakaway system.
- DOT and TC (Transport Canada) compliant per current specifications published by both agencies, at the time of trailer manufacture.
- 2 5/16 in. ball hitch coupler with adaptability for an optional Lunette eye.
- Lockable utility tool box with bottle jack, lug wrench, and fire extinguisher. Common key to enclosure.
- Running lights with 7-wire harness and connector.
- Front tongue jack.
- Rear stabilizer trailer jacks.
- Weight bearing fenders up to 227 kg (500 lbs.)

Trailer Specifications

Axle Rating	Dual, 2722 kg (6000 lb.) per axle
Tires	ST225/75R15 LRE with 1284 kg (2830 lb.) load rating
Wheels	Steel, 15 x 6, 6-bolt

Available Draggable Fuel Tank

(Available Options, see page 4)

- Heavy gauge steel skid with integrated drains and pull bars.

Standard Features

- Alternator Protection
- Batteries, Battery Rack, and Battery Cables
- Engine Oil and Coolant Added
- Integral Vibration Isolation
- Local Emergency Stop Switch
- Oil and Coolant Drain Extension
- Operation Literature

Tier 4 Final Technologies Applied

- Diesel Oxidation Catalyst (DOC)
- Diesel Particulate Filter (DPF)
- High Pressure Common Rail (HPCR)
- Selective Catalytic Reduction (SCR)
- Variable Geometry Turbocharger (VGT)

Approvals and Listings

- CSA Certified

Controller

- 15-Relay Dry Contact

Electrical System

- Battery Chargers (qty. 2)
- Cold Weather Package
(includes block heater and battery heater)
- Voltage Selector Switch and Convenience Receptacles
(3- 240 volt, 2- 120 volt)
- Camlock Style Load Connectors, Color Coded

Fuel System

- Two-Way Fuel Valve
(for connection of a user-supplied external fuel tank)

Paralleling System

- Mobile Paralleling Box

Skid

- Fuel Tank
- Draggable Fuel Tank
(heavy gauge steel skid with integrated drains and pull bars)

Trailer and Options

- Trailer
- Lunette Eye (for pintle hitch tow vehicles)
- Spare Tire
- Wheel Chock Blocks

Literature

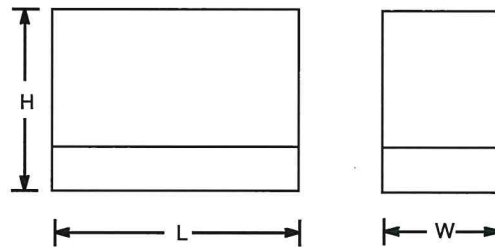
- General Maintenance
- NFPA 110
- Overhaul
- Production

Other Options

- _____
- _____
- _____
- _____
- _____
- _____
- _____

Dimensions and Weights (Off Trailer)

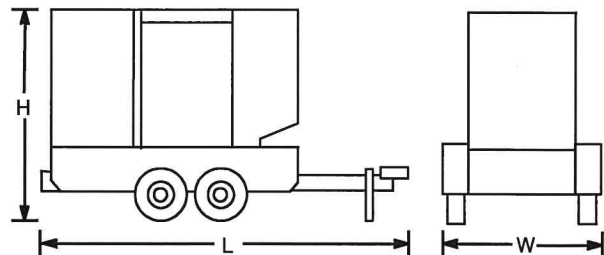
Overall Size, L x W x H, mm (in.): 3834 x 1190 x 2294
 Draggable Fuel Tank (150.9 x 46.8 x 90.3)
 Weight with engine fluids and no fuel in tank kg (lb.): 3583 (7899)



Note: This drawing is provided for reference only and should not be used for planning. Contact your local distributor for more detailed information.

Dimensions and Weights (On Trailer)

Overall Size, L x W x H, mm (in.): 5202 x 2004 x 2856
 Fuel Tank (204.8 x 78.9 x 112.5)
 Weight with engine fluids and no fuel in tank kg (lb.): 4218 (9299)



Note: This drawing is provided for reference only and should not be used for planning. Contact your local distributor for more detailed information.

DISTRIBUTED BY:



Los Angeles County

2615 Pellissier Place
City of Industry, CA
91749
Phone (562) 463-8000
FAX (562) 463-8093

26007 Huntington Ln # 3
Valencia, CA 91355
Phone (661) 257-9634
Fax (661) 257-7934

Inland Empire

8089 Cherry Ave.
Fontana, CA 92336
Phone (909) 428-3400
FAX (909) 428-9620

San Diego County

2870 Executive Ave.
Escondido, CA 92029
Phone (760) 480-5656
FAX (760) 480-4333

Orange County

15591 Computer Lane
Huntington Beach, CA
92705
Phone (714) 901-6290
FAX (714) 901-6291

Hawaii

DBA
Hawaiian Lift Truck, Inc.
1724 Kahai Street
Honolulu, HI 96819
Phone (808) 847-0624
FAX (808) 841-3706

Quotation #: 01292019ms

Date: 01 29 2020

Attention: Peter Glasner/ P&J Electric
Reference: MDG150DF4 Diesel MOBILE Generator Proposal

Quantity 1 - Magnum Model MDG150DF4 industrial diesel engine driven portable generator, John Deere model 6068HFG05 turbocharged 6 cylinder 6.8L engine, consisting of the following features and accessories:

- Standby 144kW/180kVA Rating, synchronous alternator, wired for 480/208 VAC 3 Phase, 60 HZ
- Standard features listed on spec sheet plus the following options are included:
- 4 Position Voltage Selector switch for 120/240 3 phase output.
- Super Start alterator upsized brushless generator
- John Deere Model 6068HFG05 Tier 4 Engine factory Installed Diesel Tier 4 Final with SCR & DOC
- 10 AMP Battery Charger 120VAC with edison plugs
- Battery Disconnect Switch
- Block Heater with edison plugs
- Double Wall 358 Gallon (24 Hour) fuel tank with low fuel level alarm with 110% containment
- Dual 7000 # Axle Trailer DOT Approved electrical package with suge breaks,3” Lunette hitch,Safety chains and hooks,front 10,000 lb stabilizer jack.
- CARB /DMV Permitting support
- 2 Year 2000 hour Standard Factory Warranty provided by YC Power
- Start up by factory certified technician and jobsite training

Unit Price as quoted \$ 96,450.00

TAXES NOT INCLUDED

SPECIFICATIONS:

This quote may or may not meet all jobsite requirements. Please read any exceptions that we may have taken to the specification sections listed below. Any other specification sections may or may not comply.

TERMS AND CONDITIONS:

General Terms of Payment – Subject to Credit Department Approval
Net 30 on Invoice.
FOB Point: Job Site unless otherwise noted.

ACCEPTANCE:

All quotations are subject to prompt acceptance and transmittal of order. Prices are subject to change without notice unless otherwise stated. Contracts and agreements are not valid unless approved and accepted in writing in the

corporate office in City of Industry, CA. However, all contracts shall be deemed to have been executed in California.

DELIVERIES:

Approximate lead time is 10 weeks ARO plus transit. Promises of delivery are given as accurately as conditions will permit, but seller does not guarantee to accomplish shipments on date or dates mentioned.

DELAYS:

Deliveries under all contracts and agreements are contingent upon acts of providence, strikes, accidents, governmental priority regulations and other causes of delay beyond the seller's control, and in no event will the seller be liable for consequential delays or losses.

DELAYS OF PAYMENT TO THE SELLER:

Payment is due to Yale/Chase upon the agreed terms as listed in the quote. Yale/Chase is responsible for providing the equipment and services as listed in the quote and is not an installation contractor. Yale/Chase is not responsible for cancellations or delays in construction, equipment not being ready for startup as scheduled, improper installation per the equipments installation guidelines, not possessing the proper permits, not meeting NEC, NFPA or any other local or national codes as it pertains to the equipment installation. A fee will be charged of 3% of the equipment cost per month beyond 15 days of the terms listed in the quote for delays in payment for any of the listed reasons.

NOT A CONTRACTOR:

Yale/Chase is a supplier of materials and related services as listed in this quote. Yale/Chase is not a contractor. Yale/Chase is not responsible for any part of the installation of the supplied equipment, including but not limited to the following: permits, meeting installation codes, pouring concrete, building of generator room, plumbing, piping, fuel, proper fuel supply, exhaust system installation, proper ducting, insulation, wiring, mounting, field painting, or anchoring of equipment.

CANCELLATIONS:

Orders cannot be scheduled, cancelled, specifications changed, or goods returned without seller's prior permission. Acceptance is conditional upon reimbursement for consequential loss to the seller. Change order costs will be quoted by the seller at the time of change. Some change orders may not be possible depending on when changes are requested during production of the order. A minimum 30% restocking fee will be charged for any and all cancelled orders if accepted by the seller. Special orders may not be accepted by the seller for return.

STORAGE FEES:

Units stored beyond 15 days of originally scheduled delivery date will be charged 3% of the sell price per month.

SHIPMENT:

This price is for one (1) delivery F.O.B. jobsite on truck curbside unless noted. Off loading and placement of the goods shall be solely your responsibility. All deliveries are Monday through Friday 9:00 a.m. to 3:00 p.m. Second attempt deliveries or deliveries outside normal business hours will be invoiced as

necessary. Deliveries to customer's site are subject to standby fees if the truck is not unloaded within one (1) hour of arrival at the customer's site. A standby fee of \$135.00 per hour will be charged for each hour the truck has to wait to be unloaded.

STARTUP & TEST:

Yale/Chase will perform one (1) initial Startup & Test upon completion of installation by others if included in the quote. We will not perform a Startup & Test until you have properly completed the installation and returned our completed Installation Check List. Startup & Test conducted during normal business hours of 8:00 a.m. to 5:00p.m., Monday through Friday. Fuel for testing and filling is not included unless as noted in this quote. Startup & Test outside normal business hours will be invoiced as necessary.

1. One Startup & Test service call to the jobsite is included unless noted. Additional trips due to jobsite conditions beyond our control will be invoiced as necessary; this includes second trips because of improper or incomplete installation issues.
2. Start & Test will be conducted per specifications and using available building load unless noted. Building load should be available during startup & test so the generator can be adjusted properly for the building load. Additional trips to test with building load will be invoiced as necessary.

PERMITS AND LICENSES:

Permit costs (including Air Quality/SCAQMD) are not included in this quote unless noted as such on the quote. Yale/Chase will assist in providing information as may be necessary for the acquisition of permits and licenses. Yale/Chase offers air quality permitting services at an additional charge if needed.

PURCHASE OR LEASE ORDER POLICY:

Orders will be placed with the Factory when signed Quotation and Purchase Order documents are returned to Yale/Chase.

WARRANTIES:

The seller's liability is limited to making good defects in workmanship or material under the manufacturer's warranty and shall not exceed the purchase price of the defective item. The seller in no event shall be liable for damages to persons or property arising out of the use of items sold. The equipment must have reasonable means and access for warranty repair to be done. This includes the means and access for removal of the complete generator assembly and/or major components. If reasonable access is not provided, additional charges not covered by warranty will apply. This warranty supersedes all prior assurances, written or oral made by the seller, its agents or representatives.

PERFORMANCES:

Information provided concerning performance of equipment listed hereon are engineering estimates only and no guarantee to meet such specifications is to be implied.

CONFIDENTIAL INFORMATION:

This proposal as well as all information therein, including prints, brochures, etc., are confidential and intended only for the purchaser's use and are not to be used in any way detrimental to the seller.

TERMS OF THE SALE:

Unless otherwise specifically stated, terms are net on invoice based on the date of invoice. F.O.B. delivered, sales or use taxes, any type of property tax or any manufacturer's or other excise tax levied by federal, state or municipal government or any sub-division thereof, are the liability of the purchaser and if paid by the seller are rechargeable to the purchaser. All sales are subject to the approval of our credit department. This and all subsequent purchases are payable to Yale/Chase equipment & Services, Inc. located in City of Industry, CA. The seller reserves the right to cancel this contract and collect fees as noted in "cancellations" upon:

1. Breach of contract by the purchaser.
2. Failure by purchaser to make payments as required.
3. Insolvency or bankruptcy of the purchaser the seller may require advance payment for security or may cancel an order if the seller, in good faith, doubts the purchaser's ability to pay in general.

No terms contained in the purchaser's purchase order, shipping request or other communications shall vary the terms and conditions of this agreement, expressed herein, whether or not shipment of the goods followed receipt of such purchase order or any other communication.

CREDIT:

Credit is subject to Yale/Chase Equipment & Services approval in its sole discretion. This quote in no way constitutes approval of credit.

Submitted By,

Matt Stephens
EPG Sales
2615 Pellissier Place
City of Industry, CA 91749
Cell (818) 602-8447 (best way to reach me by phone)
Office (818) 348-5061
Fax # (909) 247-4579
matts@yalechase.com
www.yalechase.com

Acknowledgement / Quote #: 01292019ms

Accepted By: _____

Firm Name: _____

Customer P.O. #: _____ Date: _____

MDG150DF4 | 6.8L | 150 kVA Prime

MOBILE DIESEL GENERATOR SET

EPA Emissions Certification: Tier IV Final



Standby Power Rating

144 kW, 180 kVA, 60 Hz

Prime Power Rating

120 kW, 150 kVA, 60 Hz



Image used for illustration purposes only

Codes and Standards

Generac Magnum products are designed to the following standards:



CSA Certified



NATM



TIER 4 FINAL EMISSIONS



ISO 8528-5

Power When and Where You Need It

Generac Magnum mobile diesel generators are designed and engineered to power a variety of projects, in the most extreme environments. Gensets are configured to meet customer needs, including choice of containment, cold weather packages, trailer options, and more.

Generac Magnum mobile diesel generators are manufactured to deliver reliable power, when and where you need it.

STANDARD FEATURES

ENGINE SYSTEM

- John Deere® 6068HFG05 – turbocharged + after-cooled, diesel engine
- Six cylinder
- 415 in³ (6.8 L) displacement
- Tier 4 Final (SCR + DOC)
- Rubber vibration dampers isolate engine/generator from frame
- Disposable air filter - paper element
- Variable Geometry Turbocharger (VGT)
- Electronic isochronous governing
- Variable speed fan drive

FUEL SYSTEM

- Steel, single wall fuel tank
- 358 gal. (1355 L) diesel tank capacity
 - 39 hr run time – full load
- 34.4 gal (130.4 L) DEF tank capacity
- DEF consumption rate:
 - 100% standby – 0.34 gph (1.3 Lph)

COOLING SYSTEM

- Capable of operating at 120 °F (49 °C) ambient
- Low coolant shutdown
- Radiator and oil drains plumbed to exterior

SYSTEM OUTPUTS

- 3-position selector switch (lockable)
 - Single phase – 120 / 240V Zig Zag
 - Three phase – 120 / 208V Low Wye
 - Three phase – 277 / 480V High Wye
- 114 kW / 114 kVA – standby, single phase
- 108 kW / 108 kVA – prime, single phase
- 144 kW / 180 kVA – standby, three phase
- 120 kW / 150 kVA – prime, three phase

GENERATOR

- Marathon Electric
 - Brushless
 - 4-pole
 - Class H insulation
- Voltage regulation ± 1.0% with PM600 Voltage Regulator

ENCLOSURE

- Aluminum, sound attenuated enclosure
 - UV and fade resistant, high temperature cured, white polyester powder paint
 - Insulated and baffled
 - 75 dB(A) at 23 ft (7 m) – prime power
- Fully lockable enclosure including doors and fuel fill
- Emergency stop switch located on outside of enclosure
- Central lifting point

- Multi-lingual operating/safety decals
- Document holder with operating manual including AC/DC wiring diagrams

TRAILER

- DOT approved tail, side, brake, and directional lights; recessed rear lights
- Transportation tie downs
- Safety chains with spring loaded safety hooks
- 3 in (76.2 mm) Lunette ring hitch
- Two 7,000 lb (3175 kg) axles with surge brakes
- 10,000 lb (4536 kg) tongue jack with footplate
- ST215/75R17.5 tubeless tires – 10 ply

WARRANTY

- 2 year limited warranty or 2000 hours
 - Unlimited hours covered in first year

CERTIFICATIONS

- CSA Certified

SYSTEM CONTROLS

Power Zone® Controller And Display

- Backlit, 800 x 480 pixel resolution color display
- -40 °F to 185 °F (-40 °C to 85 °C) operating temperature range
- Automatic coarse voltage adjustment
- Integrated fine voltage adjustment
- PLC functionality

Push Buttons For Easy Operation

- Manual or Auto Start
- Engine Start
- Engine Stop/Reset
- Alarm Mute
- Operator Screens
 - Home
 - Engine
 - Generator
 - Voltage Adjust

Scrolling Arrows for Diagnostic Information

- Engine diagnostic display
 - Oil pressure
 - Engine temperature
 - Fuel level
 - Battery
 - After-treatment inlet/outlet temperature

- Generator diagnostic display
 - System kW output display
 - Line output and frequency display
- Alarms
 - Warning
 - Shutdown
 - Electrical Trip
 - Engine
- Alarm list – warnings/shutdowns; 250 even history log – date/time stamp
 - Fuel level: warning – 15%; shutdown – 5%
 - Overspeed protection: shutdown – 115%
 - Oil pressure: warning – 24 psi (165.5 kPa); shutdown – 19 psi (131.0 kPa)
 - Coolant temperature: warning – 230 °F (110 °C); shutdown – 235 °F (113 °C)
 - Battery voltage: over – 15VDC; under – 11VDC
 - Generator over voltage: warning – 110%; electrical trip – 125%
 - Generator under voltage: warning – 91.4%; shutdown – 70%
 - Generator over frequency: warning – 102.5%; electrical trip – 110%
 - Generator under frequency: warning – 95%; electrical trip – 90%
- Inputs/outputs
- Auto schedule
- Status
- Configuration of controller, firmware, and connections

ELECTRICAL CONTROLS

- Remote start/stop contacts located in the receptacle box.
- Lockable control box door with diagnostics window
- Lockable lug box with safety switch
 - Trips main breaker when door is opened
 - Disables voltage regulator
- Output ground connection lug inside lug box
- 600A main breaker with shunt trip
- Convenience receptacles with individual breakers (restricted use in high wye mode)
 - Two 120V 20 amp GFCI duplex outlets – (NEMA 5-20R type)
 - Three 240V 50 amp, 3-pole, 4-wire Twistlock (Non-NEMA 6369)
- Voltage adjustment integrated into Power Zone controller, ± 10%
- One 12V / 1,000 CCA wet cell battery

MDG150DF4 | 6.8L | 150 kVA Prime

MOBILE DIESEL GENERATOR SET

EPA Emissions Certification: Tier IV Final



OPTIONS

POWERTRAIN SYSTEM

- Block heater
- Fuel filter heater
- CCV heater
- 60/40 coolant
- Positive air shutdown
- Cam locks
- 10A battery charger

FUEL SYSTEM

- 110% fluid containment

TRAILER

- Full size spare tire
- Tool box / storage bin
- 2-5/16" (5.9 cm) ball
- Electric brakes
- Stabilizer jacks

CABINET

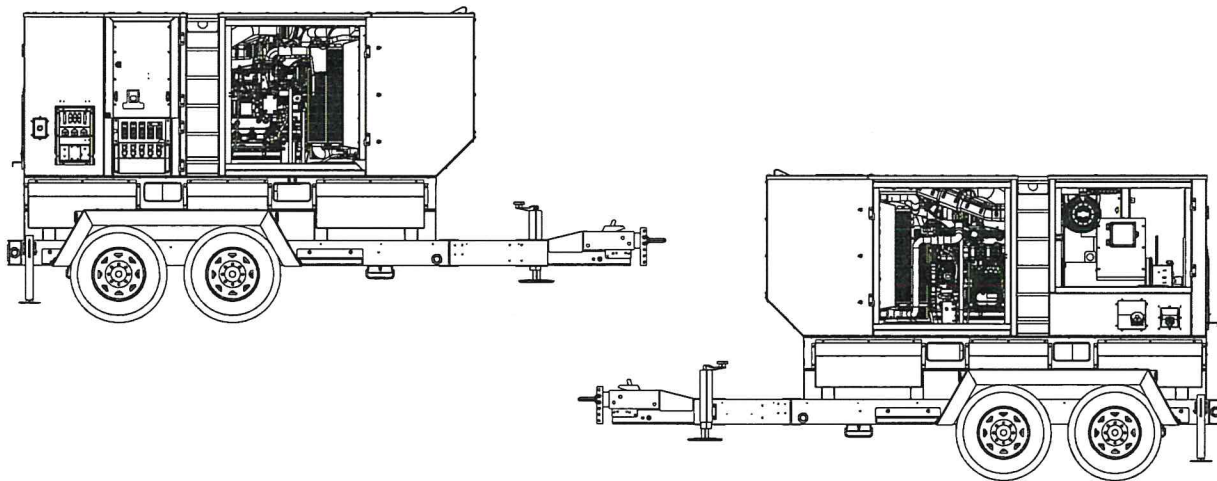
- Auxiliary fuel connection for day tank
- 36 hour tank
- Fire extinguisher

CONTROL SYSTEM

- 4-position selector switch
- PMG/DVR
- Paralleling
- Buck transformer
- Battery disconnect switch

GENERATOR SYSTEM

- SuperStart



RATING DEFINITIONS

Standby - Applicable for varying emergency load for the duration of a utility power outage.

Prime - Applicable for supplying power to a varying load in lieu of utility for an unlimited amount of running time.

*Consult factory for availability

MDG150DF4 | 6.8L | 150 kVA Prime

MOBILE DIESEL GENERATOR SET

EPA Emissions Certification: Tier IV Final



APPLICATION AND ENGINEERING DATA

ENGINE SPECIFICATIONS

General

Make	John Deere 6068HFG04
EPA Emissions Compliance	Tier IV Final
After-treatment System	SCR / DOC
Cylinder #	6
Type	In-line
Displacement	415 in ³ (6.8L)
Bore – in (mm)	4.17 (106)
Stroke – in (mm)	5.0 (127.0)
Compression Ratio	17.2:1
Intake Air Method	Turbocharged + Aftercooled

Engine Governing

Governor	Electronic
Frequency Regulation (Steady State)	2%

Lubrication System

Oil Pump Type	Gear
Oil Filter Type	Spin-on cartridge
Crankcase Capacity – qts (L)	34.3 (32.5)

Cooling System

Cooling System Type	Pressurized closed
Water Pump Type	Belt driven
Fan Type	Pusher
Fan Speed (rpm)	2,190
Fan Diameter – in (mm)	27.9 (710)
Coolant System Capacity – gal (L)	11 (42)

Fuel System

Fuel Type	Ultra low sulfur diesel
Fuel Specifications	EN 590 / ASTM D975
Fuel Filtering (microns)	2
Fuel Inject Pump Make	Denso HP6
Fuel Pump Type	Engine driven – gear
Injector Type	High pressure common rail
Engine Type	Direct inject
Fuel Supply Line – in (mm)	0.375 (9.5)
Fuel Return Line – in (mm)	0.375 (9.5)

Engine Electrical System

System Voltage	12VDC
Battery Charger Alternator	STD
Battery Size	1,000 CCA
Battery Voltage	12VDC (1)
Ground Polarity	Negative

ALTERNATOR SPECIFICATIONS

Standard Model	363CSL1607
Superstart Model	431CSL6208
Poles	4
Field Type	Rotating
Insulation Class – Rotor	H
Insulation Class – Stator	H
Total Harmonic Distortion	< 5%

Telephone Interference Factor (TIF)	< 50
Standard Excitation	Brushless
Bearings	Double shielded, pre-lubricated
Coupling	Direct, flexible disc
Prototype Short Circuit Test	Yes
Voltage Regulator Type	AVR
Number of Sensed Phases	1
Regulation Accuracy (Steady State)	± 1%

MDG150DF4 | 6.8L | 150 kVA Prime

MOBILE DIESEL GENERATOR SET

EPA Emissions Certification: Tier IV Final



OPERATING DATA

POWER RATINGS

	Standby		Prime	
Single-phase 120/240VAC @ 1.0pf (kW/kVA)	114 kW / 114 kVA	Amps: 473	108 kW / 180 kVA	Amps: 450
Three-phase 120/208VAC @ 0.8pf (kW/kVA)	144 kW / 180 kVA	Amps: 503	120 kW / 150 kVA	Amps: 416
Three-phase 120/240VAC @ 0.8pf (kW/kVA)	144 kW / 180 kVA	Amps: 433	120 kW / 150 kVA	Amps: 360
Three-phase 277/480VAC @ 0.8pf (kW/kVA)	144 kW / 180 kVA	Amps: 218	120 kW / 150 kVA	Amps: 180

STARTING CAPABILITIES (sKVA)

	sKVA vs. Voltage Dip	
	208 VAC	480 VAC
Standard	TBA	TBA
SuperStart	23%	21%

FUEL CONSUMPTION RATES*

Percent Load	Diesel – gal/hr (l/hr)	
	Standby	Prime
25%	3.6 (13.6)	3.4 (12.9)
50%	5.8 (22.0)	5.25 (19.9)
75%	7.8 (29.5)	7.1 (26.9)
100%	9.5 (36.0)	8.7 (33.0)

Deration – Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions.

Please consult a Generac Mobile Products Authorized Service Dealer for additional details. All performance ratings in accordance with ISO3046, BS5514, ISO8528, ISO8665, ISO3046, SAE J1228, SAE J1995, and DIN6271 standards.

MDG150DF4 | 6.8L | 150 kVA Prime

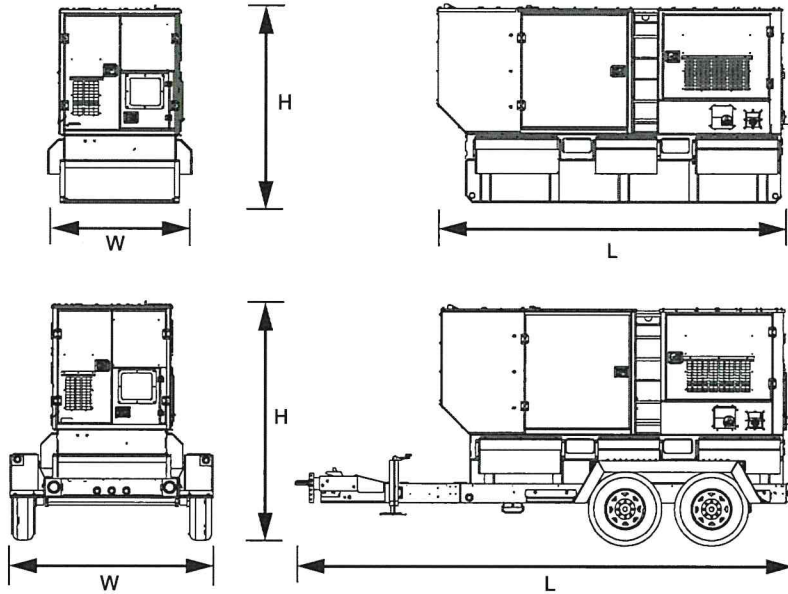
MOBILE DIESEL GENERATOR SET

EPA Emissions Certification: Tier IV Final

GENERAC®

MAGNUM

DIMENSIONS AND WEIGHTS*



	Run Time Hours	Usable Capacity Gal (L)	L x W x H in (m)	Weight lbs (kg)
Skid	39	343 (1,297)	145 (3.7) x 60 (1.5) x 85 (2.1)	Dry: 6,219 (2,820) Operating: 9,075 (4,116)
Trailer	39	343 (1,297)	208 (5.3) x 86 (2.2) x 104 (2.6)	Dry: 8,184 (3,712) Operating: 11,040 (6,032)

* All measurements are approximate and for estimation purposes only.

YOUR FACTORY RECOGNIZED GENERAC MOBILE PRODUCTS DEALER

Specification characteristics may change without notice. Dimensions and weights are for preliminary purposes only. Please consult a Generac Mobile Products Authorized Service Dealer for detailed installation drawings.



Cummins

1939 Deere Ave
Irvine, California, 92606

Project: Lebec C150D2RE

Quotation No: 44815

P&J Electric
PO Box 303
Tehachapi, California, 93581

Main: 661-822-6217

Mr. Peter Glasner,

We are pleased to quote the following:

Item	Notes	ID	Description	Qty	Unit Price	Ext Price
1	a		Rental Genset: 50/60Hz-150kW	1	\$83,663.00	\$83,663.00
		Install-US-Nonroad	U.S. EPA, Nonroad (Portable) Application			
		C150D2RE	Genset-Diesel,50/60 Hz,150 kW,Standby-Rental			
		A122-2	Duty Rating-Prime Power			
		L230-2	Emissions-Compliance EPA Tier 4 Final Certified			
		R175-2	Voltage 208-480 Variable			
		B975-2	Alt-60Hz, 208/416-240/480 Volt, 125/80C (S/P)			
		C281-2	UN31A (Canada) Certified Fuel Tank			
		KX21-2	Generator Set Control-PowerCommand 3.3, Paralleling with MLD			
		KX06-2	Distribution Panel-Rental Bus Bar Connection			
		F239-2	Electric Brake Trailer			
		F245-2	HITCH, BALL			
		A452-2	Packaging - Cummins Power Generation			
		E152-2	Engine Coolant - 60% Antifreeze, 40% Water Mixture			
		F248-2	Cam Lock Distribution Panel-U.S. Rental			
		J061-2	Quick Fit Kit			
		L231-2	Auxiliary Fuel and DEF Connections			
		A456-2	Battery Charger-Rental			
		L174-2	Genset Warranty - Industrial Mobile Base, Prime 3 years / 3000 hours			
		SPEC-F	Product Revision - F			
		CP01-2	Common Parts Listing			
		FREIGHT-I	Freight			
2	e		Start & Test	1	\$3,753.00	\$3,753.00
			C150D2RE (Tier 4F) Trailer:Pre Start & Test, Install Batteries (grp 31 down), Start & Test, 1 Hour Load Bank Test, 1 Hour Building Load Test	1		
Grand Total:					\$87,416.00	
Total Does Not Include Sales Tax						

Cummins Terms & Conditions

NOTES

Please use this as a reference for the "note" column in the quote.

- a. Factory Assembled.
- b. Assemble at Cummins facility.
- c. Shipped loose items. Assemble/Install by Cummins at Job Site.
- d. Shipped loose items. Assemble/Install by customer at Job Site.
- e. Start and Test performed by Cummins.
- f. Start and Test performed by customer.



This quote was based on your email instructions and this package may or may not fit the owner's application.

- Delivery is included excluding offloading
- Installation, wiring, cabling, diesel fuel, emission & other permits are NOT included.
- CARB Registration and DMV Registrations are NOT included.
- We have a voltage selector switch and the following voltages can be selected: 120/240 single phase, 120/208V, 138/240V & 277/480V 3-phase WYE. We cannot provide 120/240V volts 3-phase Delta.
- We have a 255-Gal capacity integrated fuel tank which will provide 24 hours run with 75% load.
- The generator package is Factory Certified to Tier4F Emission Regulations.

INTERNATIONAL BUILDING CODE (IBC) CERTIFICATION

The products in this quotation identified as meeting the requirements of the 2009 IBC have been certified by their respective manufactures via a combination of analytical testing and shaker table testing. Not all products have been shaker table tested.

OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT (OSHPD)

OSHPD seismic requirements are continuing to evolve. Please contact Cummins for the most current requirements for meeting OSHPD applications.

SELECTIVE COORDINATION FOR NATIONAL ELECTRIC CODE (NEC) ARTICLE 700 AND 701 LOADS

Cummins generators are equipped with the manufacturer's recommended circuit breaker. Information regarding this device can be supplied upon request. This quotation is not valid if any changes to this circuit breaker(s) is required to coordinate with other devices in the electrical distribution system. If changes are required, the customer must provide a copy of the coordination study listing the manufacturers part number of the disconnect device to be supplied with the generator and a revised quotation will be issued

TRANSFER SWITCH WITHSTAND AND CLOSE RATINGS

Transfer switch(es), if included in this quotation, require a withstand and closing rating (WCR) capable of meeting the available upstream fault current (kAIC). The WCR may be based on a specific breaker rating or a time-based rating, and it is the responsibility of a qualified facility designer or engineer to verify compatibility. In the event that the proposed transfer switch(es) are not compatible, the transfer switch(es) will need to be re-quoted to ensure compatibility. A full listing of the WCR can be provided upon request and will be included as part of the submittal package.

LEAD TIME

Submittals

Typical submittal lead time is 3 weeks after receipt of purchase order.

Equipment

Current lead-time is 20 weeks after submittal approval and release for production.

CUMMINS STANDARD EXCLUSIONS

Exhaust System

All off-engine piping, hangers, flanges, gaskets, bolts, insulation, other materials and labor to install.

Fuel System

All fuel piping and materials not limited to; supply, return, venting, valves, coolers, filters, pumps, fittings, primary fuel regulator,



storage tank & senders, external to genset package. All fuel for testing and initial fill. Fuel tank vent extensions and flame arrestors unless specifically listed in the Bill of Materials.

Cooling System

Intake louvers, exhaust louvers, air dampers, sheet metal ducting, flex adapters, sound attenuators/baffles. All off engine piping, flexible connections, labor and coolant for remote cooling systems.

Electrical

All off-engine wiring, field terminations of wiring, and lugs other than those detailed in our submittal.

Mounting

Mounting bolts and anchors. Vibration isolators (if included) may be shipped loose for installation at the jobsite by others. Seismic engineering calculations.

Electrical Testing

Not limited to InterNational Electrical Testing Association (NETA), infrared scanning, harmonic content or other independent agency testing of switchgear, switchboards, protective relays, circuit breaker, electrical coordination studies, arc flash studies and reactive load site testing.

Environmental Testing

Environmental Protection Agency (EPA), local air quality district or other Authority Having Jurisdiction (AHJ), including acoustical.

Programming

All protective relay settings, breaker settings, PLC programming or other user configurable device programming.

Documentation

Electronic submittals and operation and maintenance manuals will be provided. Printed copies are available upon request, additional charges may apply.

Miscellaneous

Site specific labeling. Exhaust backpressure, airflow restriction or vibration analysis

Design

Cummins is not responsible for system design or engineering and does not guarantee system performance standards. Cummins will supply documentation and reasonable assistance to others responsible for system engineering, design and performance.

Taxes and Permit

Any applicable sales tax, permits, fees, licenses.

Bonds

Any bid bond, payment or performance bond or other type of bond.

All items listed above are excluded and will only be supplied by Cummins if agreed upon, in writing, by a sales representative for Cummins.

CUMMINS STANDARD TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

Purchase Orders must be made out to 'Cummins Inc', reference the Cummins quotation number and must be acknowledged in writing by Cummins to be deemed accepted. Purchase Orders must include a requested delivery date.

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. In the event of any inconsistency between this Agreement and any purchase order or document produced or delivered by Customer, the terms and conditions of this Agreement shall take precedence.

SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. Any Quote is valid for 60 days. The price is firm provided drawings are approved and returned within 60 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional



requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated.

SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments.

If Buyer cannot accept delivery of the Equipment as scheduled or otherwise requests a delayed delivery, Buyer shall submit a revised delivery schedule to Cummins. Buyer agrees to sign a Storage Agreement for the revised delivery and agrees to pay a monthly storage fee of no less than 1.5% of the invoiced purchase price for every month or portion thereof during which the equipment is stored. Equipment may be subject to additional handling and delivery charges. Cummins will prepare a separate quote for such charges. Cummins agrees to hold the Equipment for a maximum of sixty (60) days following the original scheduled delivery. Payment of the invoice shall be due according to PAYMENT TERMS and based upon invoice date, not delivery date. Buyer is responsible for procuring insurance for the stored Equipment and will be required to provide a Certificate of Insurance naming 'Cummins Inc' as an additional insured. Buyer shall be responsible for all added freight or special equipment charges resulting from any delay in delivery, including, but not limited to, any applicable delivery cancellation fees and rescheduling fees.

Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities.

PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.

MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print



copies may be available upon Customer's request at an additional cost.

TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

MANUFACTURER'S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrant-able failure.

LIMITATIONS ON WARRANTIES

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

**LIMITATION OF LIABILITY**

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins.

Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

GOVERNING LAW AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.



INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

MISCELLANEOUS. Cummins is a supplier of material and related services, not a contractor, and will not be responsible for providing installation services or other services for which a contractor's license is required. Installation services shall be the responsibility of others.

All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement.

No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach.

Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern.

Cummins may incur additional charges which will be passed on to the Customer, as applicable.

COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

Rev 01 Jan 2019

Thank you for this opportunity to Quote Cummins Power Generation Products. Please call if we may answer any questions or be of further service.

Submitted by
Cummins Inc..

Max Montero
Territory Manager
Direct Cell: 949-275-6302
Office Phone: 949-253-6058



January 29, 2020

QUOTATION NO: 44815

Email: max.montero@cummins.com

Accepted by: _____

Print Name: _____

Firm Name: _____

Customer P.O.: _____ **Date:** _____

Delivery Date Requested

by Purchaser _____

Note: If no delivery date is provided, Cummins Inc. will hold placing material orders until such date is provided. It is the responsibility of Purchaser to supply a request date that is within factory lead times.