

April 12, 2022

Project: El Dorado County 120617-CAT

Quote # ddh020322C – Sourcewell Pricing – ID # 101387

Holt of California, Inc is pleased to present the following quotation:

XQ125 – 110kW – Diesel Powered Genset - \$93,204.00

EPA/CARB TIER 4 FINAL EMISSION CERTIFIED

60 Hz, 110kW STANDBY - 277V/480V

125C TEMP RISE OVER 40C AMBIENT

STANDARD ALTERNATOR

ALTERNATOR SPACE HEATER

EMCP4.2B CONTROL PANEL

STANDARD 2-YEAR STANDBY WARRANTY

STANDARD GOVERNOR

DFA CONTRACT NUMBER

3POLE CB

STANDARD BASE

STANDARD ENCLOSURE – Rated 66dBA @ 23 Feet

TRAILER HYDRAULIC BRAKES

HITCH PINTLE

STANDARD RADIATOR

STANDARD MUFFLER

IVR12 PERMANENT MAGNET

INTEGRATED VOLTAGE REGULATOR

WET BATTERY - BATTERY CHARGER UL10A 120VAC

JACKET WATER HEATER

Cat Clean Emissions Module (CEM)

•Engine mounted Aftertreatment module contains of Diesel Oxidation Catalyst (DOC)and Selective Catalytic Reduction (SCR)

•Aftertreatment remains invisible to the equipment operator when in use

•No requirement for ash servicing

•Service free for life of the engine

Diesel Exhaust Fluid (DEF) System

•DEF tank provides more than 24 hrs runtime@ 75% load.

•Electrically heated DEF lines

DEF System

- 8 gal (30 L) plastic DEF tank provides capacity to meet or exceed fuel tank run time at any given load.
- DEF tank is equipped with integrated level sensor and heating element to aid in cold weather operation.
- Electrically heated DEF lines
- DEF level gauge located on the control panel
- Equipped with low and critically-low level alarms and a critically-low shutdown

Fuel System

- 150 gal (568 L) double-wall fuel tank
- Fuel fill located in an isolated enclosed space away from the engine compartment with a lockable door
- Designed to meet UL 142, ULC 601
- Provides 24-hour runtime @ 75% prime
- Engine mounted electric priming pump
- Auxiliary connections for customer-supplied fuel transfer system with 3-way fuel transfer valve
- Engine mounted primary fuel filter with integral water separator
- Engine-mounted secondary fuel filter

Pre-Deliver Inspection at Holt's West Sacramento Facility – Training Included

(Sales Tax Not Included in this Quote)

Delivery

Pricing includes delivery. Depending on time of delivery lead-time can change' current lead time is 58 to 61 weeks.

Exception and Clarification:

This quote is based on verbal specifications with the following exceptions/clarifications.

Note: The material listed in this quotation is our interpretation of the system requirements. We do not guarantee quantities, descriptions, etc. other than those shown. This quotation and Accompanying Bill of Material is to be considered as one entity. Any item not included in the Bill of Material is hereby excluded from our offer. Any deviations or additions will be subject to a revised quotation and may result in additional charges.

Equipment Quoted:

Holt of California is offering Caterpillar's standard product that meets of the performance intent of the specification. However, we take general exception to any components or brands which are proprietary to any specific brand or are not part of our standard product and do not enhance the equipment's ability to perform its function or meet the applicable codes for this project.

All Diesel Fuel and DEF, including fuel required for initial start and test and refill after testing, will be supplied by others - **not** Holt of California.

Local AQMD Risk Management Policy may require a risk screening analysis, which is site specific. We can supply emission data and material for your use in this process. Based on the results of the risk screening analysis the equipment proposed may or may not be acceptable at your specific site. Any additional cost for emissions devices, parts, emission tests, or modifications to generator set will be the responsibility of owner.

SUBMITTALS: Submittal drawings will be available approximately 2 to 4 weeks after receipt of purchase order.

One (1) copy of factory standard, operations and maintenance manuals.

This quote is valid for 30 days, and the following are **not** included, tax, installation (including genset concrete pad design/engineering or anchoring calculations), wiring, fuel, permitting, or permitting fees including AQMD permits. FOB Job Site, unloading and placement by others. Holt of California, Inc is a material supplier, and is exempt from any contractor requirements. The engine quoted is emissions rated, but the owner/contractor is advised to inquire with the local air quality authority regarding any specific requirements for aftermarket products not included with bill of materials.

WITH APPROVED CREDIT, TERMS OF PAYMENT ARE NET (30) DAYS FROM INVOICE DATE. CUSTOMER SHALL PAY A LATE CHARGE OF 1.5% PER MONTH OF ALL AMOUNTS PAST DUE. THE PLACE OF PAYMENT IS P.O. BOX 100001, SACRAMENTO, CALIFORNIA 95813.

CREDIT: Subject to approval.

CANCELLATION POLICY: Rates for change orders and / or cancellations will be consistent with those of Caterpillar, Inc. at time of order.

Thank you for this opportunity to quote **CATERPILLAR** products. Please call if we may answer any questions, or be of further service.

Sincerely,

By
Dave Harris
Sales Engineer
Power Systems Division
916-373-4183 o
916-826-3148 c
916-373-4146 f
dharris@holtca.com

1. **PARTIES.** This Sale Order/Quotation (“Agreement”) is made by and between Holt of California or Holt Rental Services dba The CAT Rental Store as seller (“Holt”) and Customer described on the front of this Agreement as buyer and is effective when signed by Holt and Customer. This Agreement may be executed and delivered by facsimile.
2. **SALE OF GOODS.** Seller shall transfer and deliver to Customer, and Customer shall pay for and accept, the material and equipment described on the front of this Agreement (“Goods”). The time of delivery of the Goods shall be on or about the Estimated Delivery Date, provided that Holt may change the Estimated Delivery Date without Customer’s consent, and Holt shall not be liable for delays in delivery of the Goods. The place of delivery shall be Holt’s place of business. Risk of loss shall pass to Customer upon delivery of the Goods to Customer or to Customer’s shipper.
3. **INSPECTION.** Customer shall have the right to inspect the Goods at the time and place of delivery before paying for or accepting them. Upon Customer’s acceptance of the Goods, Customer shall be conclusively presumed to be satisfied with the condition and conformance of the Goods.
4. **WAIVER/AMENDMENTS.** The failure by Holt to enforce any provision hereof shall not constitute a waiver by Holt of such provisions, nor of any subsequent breach of the same, nor of any other provision hereof. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements or understandings of the parties. No amendment shall be binding unless in writing and signed by the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. No agent, employee or representative of Holt has the authority to bind Holt to any representation or warranty regarding the Goods that is not contained in this Agreement.
5. **LIMITATION OF ACTIONS.** Any action for breach of this Agreement must be commenced within one year after the facts giving rise to the cause of action. Customer waives the right to a trial by jury.

6. **ASSIGNMENT.** This Agreement may be assigned by Holt to a third party without the prior consent of Customer.
7. **ATTORNEY'S FEES.** In any litigation, arbitration or other proceeding by which one party seeks to enforce its rights under this Agreement (whether in contract, tort, or both), the prevailing party shall be awarded reasonable attorney's fees, costs, and expert witness fees.
8. **VENUE.** Any dispute that arises between the parties shall be resolved in the Superior Court of California, County of Sacramento or County of San Joaquin, California.
9. **CALIFORNIA LAW.** This Agreement, and any dispute between the parties, shall be governed by California law. If any provision of this Agreement is held to be invalid in whole or in part, the validity of the remaining provisions shall not be affected.
10. **INDEMNITY.** Customer shall take all necessary precautions regarding the Goods and protect all persons and property from injury or damage. CUSTOMER SHALL INDEMNIFY AND HOLD HOLT FREE AND HARMLESS AGAINST ANY AND ALL CLAIMS, LOSS, DAMAGE, LIABILITY, EXPENSE (INCLUDING ATTORNEY'S FEES) AND PENALTY OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY

ARISING OUT OF THE USE, MAINTENANCE, OPERATION, STORAGE, INSTRUCTION, DELAY (INCLUDING ANY DELAY IN OR FAILURE OF DELIVERY), SELECTION, PURCHASE, ACCEPTANCE OR REJECTION, OWNERSHIP, CONDITION, REPAIR OR POSSESSION OF THE GOODS OR ITS HANDLING OR TRANSPORTATION EXCEPT CLAIMS ARISING THROUGH THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF HOLT, WHETHER ATTRIBUTABLE TO A DEFECT IN THE GOODS, THE MATERIAL USED THEREIN OR THE DESIGN, MANUFACTURE OR TESTING OF THE GOODS, REGARDLESS OF WHETHER ANY SUCH DEFECT IS DISCOVERED, OR WHETHER THE GOODS ARE IN POSSESSION OF CUSTOMER OR THE LOCATION OF THE GOODS. CUSTOMER IS FULLY AWARE AND

ACKNOWLEDGES THERE IS A RISK OF INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE GOODS AND HEREBY ELECTS TO VOLUNTARILY ASSUME ALL OF THE ABOVE RISKS OF INJURY OR DAMAGE.

CUSTOMER AGREES TO RELEASE AND DISCHARGE HOLT FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FROM SUCH INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE GOODS; AND CUSTOMER FURTHER AGREES TO WAIVE, RELEASE AND DISCHARGE ANY AND ALL CLAIMS FOR INJURY OR DAMAGE AGAINST HOLT WHICH CUSTOMER OTHERWISE MAY BE ENTITLED TO ASSERT.

11. **DISCLAIMER OF WARRANTIES/WAIVER OF DAMAGES.** EXCEPT AS OTHERWISE PROVIDED IN WRITING, NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE OR HAVE BEEN MADE OR AUTHORIZED BY HOLT WITH RESPECT TO THE GOODS AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED BY HOLT. CUSTOMER ACKNOWLEDGES THAT IF THERE IS A WARRANTY FOR THE GOODS, IT IS PROVIDED BY THE MANUFACTURER AND NOT BY HOLT. Customer acknowledges that it has selected the Goods on the basis of its own judgment and expressly disclaims any reliance upon any statements or representation made by Holt. Holt shall not be responsible to Customer for loss of use of Goods, loss of profits, or any other consequential damages. Holt shall not be liable for failure to deliver the Goods, or for any damages resulting from the selection, installation, operation or use of the Goods. Holt's liability regarding the Goods and/or this Agreement for any damages, whether arising in contract, tort, or otherwise, shall be limited to the aggregate price of the Goods paid as of the date of the claim giving rise to the alleged damages.

12. **SECURITY INTEREST.** Customer hereby grants Holt a security interest in the Goods, including any attachments, accessions, and proceeds, to secure payment of the sales price and performance of Customer's obligations under this Agreement. Customer authorizes Holt to file such forms and documents as reasonably required by Holt to perfect its security interest, including but not limited to a UCC-1 financing statement with the California Secretary of State's Office. Holt shall have all of the rights of a secured party pursuant to the California Commercial Code until the Goods are paid in full.

13. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on Customer and its successors and assigns without regard to changes in the form of Customer's business entity or name or membership.

14. **PURCHASE ORDER.** Holt shall not be bound by the terms of any purchase order issued by Customer unless signed by Holt. In the event of a conflict between any such purchase order and this Agreement, this Agreement shall control.


TERMS OF PAYMENT ARE NET (10) DAYS FROM INVOICE DATE. CUSTOMER SHALL PAY A LATE CHARGE OF 1.5% PER MONTH OF ALL AMOUNTS PAST DUE. THE PLACE OF PAYMENT IS P.O. BOX X, SACRAMENTO, CALIFORNIA 95813. CUSTOMER REPRESENTS AND WARRANTS THAT THE GOODS PURCHASED ARE NOT PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

DATED:04/12/2022

DATED:

HOLT OF CALIFORNIA

CUSTOMER

X 

X _____

By: **David D. Harris**

By: _____

Title: **Power Systems Sales Engineer**

Title: _____