



**Valley
Power Systems, Inc.**

11300 Inland Ave., Mira Loma, CA 91752 (909) 969-9354, Fax (951) 681-6670

June 15, 2021

Quote# 061521SCA

Phil Carter
City of Garden Grove
Philc@garden-grove.org
714-741-5380

Hi Phil,

Attached please find you quote for 1 Atlas Copco portable 330 kva generator and please call me with any questions. **We have 1 in stock and this offer is only valid for stock unit JR00430**

(1)QAS 330

Standard Configuration

| | | |
|--------------------------|-------------------------|---------------------|
| QAS 330 JD T4F EB | List price | \$196,300 |
| Part number 8972 8232 48 | Valley Discount | 35% |
| | Sourcewell price | \$127,595.00 |

Options on unit

Sourcewell price

| | |
|-------------|-------------|
| Camlocks | \$2,256.00 |
| Paralleling | \$11,934.00 |

| | |
|------------------------|-------------------|
| <i>Inbound freight</i> | \$2,500.00 |
| <i>CARB permit</i> | \$1,100.00 |
| <i>Delivery</i> | \$600.00 |

| | |
|--|---------------------------|
| Total excluding tax | \$145,985.00 + Tax |
| Valley Discount(valid if delivered in June) | - \$12,652.00 |
| Grand Total excluding Tax | \$133,333.00 + Tax |

Lead time- in stock

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Notes, Exceptions or Options:

1. It is customer's responsibility to verify quoted materials and services meet specifications, drawing requirements and codes. No written details and drawings have been provided. Exception taken to anything not included in this proposal.
2. We reserve the right to re-quote due to clerical errors.
3. Applicable taxes have not been included.
4. 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.
5. Fuel is **NOT** included in our offer.
6. Off-loading, installation, anchoring, anchor bolts and wiring of the generator and other loose parts are By Others.

Compressor Delivery: Current ESTIMATED factory lead-time is **in stock** from factory order date after release for production, plus 1 week for shipment to the jobsite. **ESTIMATED** factory lead times are after receipt of approved purchase order. Time for processing Purchase Order or pending submittal approval not included in lead-time. Lead-Time dates are subject to manufacturers change due to product availability and should not be considered a "promise" delivery date.

Permits: A.P.C.D, SCAQMD or other Air Quality District or Building Permits fees and compliance are excluded. The cost for this study and any additional emission equipment required due to the study are excluded. It is the customer or end users responsibility to file and secure all permits and licenses pertaining to the Air Quality Management District.

Shipment: Unless otherwise specified, all risk of loss from the goods shall shift to the Buyer at such time as the goods are delivered to a carrier for shipment to Buyer.


Cancellation: Circumstances may require cancellation of some or all of equipment ordered. In that event, cancellation charges will be levied based on our actual costs.

Steve Connors

Steve Connors

New Equipment Sales Representative
Valley Power Systems, Inc.
D: (951)360-4601
C: (951)520-7290
E: steve.connors@valleypsi.com

R. A. (Bob) Nehlsen



Sales Engineer, Project Manager
Power Generation Group
Valley Power Systems, Inc.
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VALLEY POWER SYSTEMS, INC. AND SUBSIDIARIES

TERMS AND CONDITIONS OF SALE

PROJECT: City of Garden Grove

Acceptance of this Proposal by **City of Garden Grove** (hereinafter referred to as "Buyer") shall be acceptance of all terms and conditions recited herein which shall supersede any conflicting term in any other contract document. Any of the Buyer's terms and conditions in addition or different from this Proposal are objected to and shall have no effect. Buyer's agreement herewith shall be evidenced by Buyer's signature hereon or by permitting Valley Power Systems, Inc. and/or any of its parents, affiliates, or subsidiaries (hereinafter referred to as "Valley") to commence work for the above referenced Project.

1. Payment terms are cash paid prior to shipment to Buyer unless prior arrangements have been made with Valley's credit department. Valley reserves the right to require accelerated payment terms including cash payment in full in advance of ordering any product or material. No provision of this agreement shall serve to void Valley's entitlement to payment for properly performed work or suitably stored materials or to require Valley to continue performance if payments are not made. Valley shall have the right to file a lien or claim on its behalf in the event that any payment to Valley is not timely made. Valley is a supplier of equipment not a subcontractor, and as such, does not allow or accept retentions.
2. All sums not paid when due shall bear an interest rate of 1-1/2 percent per month or the maximum legal rate permitted by law whichever is less; and all costs of collection, including a reasonable attorney's fee, shall be paid by Buyer.
3. No back-charges or claim of the Buyer for services shall be valid except by an agreement in writing by Valley before the work is executed, except in the case of Valley's failure to meet any requirement of the Proposal work. In such event, the Buyer shall notify Valley of such default, in writing, and allow Valley reasonable time to correct any deficiency before incurring any cost chargeable to Valley.
4. Buyer is to prepare all work areas so as to be acceptable for Valley's work under the Contract. Valley will not be called upon to start work until sufficient areas are ready to insure continued work. If Valley is performing work outside any Valley facility, the Buyer shall furnish all temporary site facilities including suitable storage space, hoisting, temporary electrical and water at no cost to Valley.
5. Valley shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the Contract. Valley shall not be responsible for delays or defaults where occasioned by any causes of any kind that extend beyond its control including but not limited to: delays caused by the owner, general contractor, architect and/or engineers, delays in transportation, shortage of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accidents and acts of God. Valley shall be entitled to equitable adjustment in the Contract amount for additional costs due to unanticipated project delays or accelerations caused by others whose acts are not Valley's responsibility and to time extensions for unavoidable delays. Buyer shall make no demand for liquidated damages of any kind.
6. Valley's workmanship is guaranteed for a period of six months from the date of delivery to Buyer, unless otherwise expressly required by the California Air Resources Board. New or remanufactured parts, materials, or equipment are warranted only to the extent of the warranty furnished by the manufacturer of such parts, materials or equipment. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES,

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EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The exclusive remedy shall be that Valley shall replace or repair any part of its work that is found to be defective. Valley shall not be responsible for damage or defect caused by abuse, modifications not executed by Valley, improper or insufficient maintenance, improper operation or normal wear, tear and usage. Valley's sole obligation under this warranty is to correct any defects as provided herein. The liability of Valley arising out of such defects shall not in any case exceed the cost of correcting such defects in accordance with this warranty, or the Contract amount, whichever is less, and shall not include any transportation charges, owner's labor or materials (except as authorized in writing in advance), loss of profits or revenue, or any direct or indirect consequential damages of any kind. Warranty on parts and material is limited to the terms and conditions of the respective manufacturer's written warranty statement.

7. Work called for herein is to be performed during Valley's regular working hours. All work performed outside of such hours shall be charged for at rates or amounts agreed upon by the parties at the time overtime is authorized.
8. Buyer shall, if the Owner does not, purchase and maintain all insurance upon full value of the entire Contract and/or materials delivered to the jobsite, which shall include the interest of "Valley Power Systems Inc. and its Affiliates and Subsidiaries." At any time, Valley may request from Buyer a Certificate of Insurance verifying said insurance.
9. Valley shall indemnify and hold harmless Buyer, Owner, Architect or others from damages only to the extent such damages were caused by the sole negligence or willful omission of Valley or anyone for whose acts Valley is liable.
10. Buyer assumes all responsibility for ensuring goods or services purchased from Valley are suitable for and can be permitted for their intended use, unless otherwise expressly required by the California Air Resources Board or other regulatory agency. Buyer is responsible for securing all emissions or other permits required for operation.
11. By signing this agreement, the Buyer represents to Valley that the Buyer has complied with all applicable legal requirements regarding the competitive bidding of public works contracts, including but not limited to those contained in the California Public Contract Code.
12. Where there is a conflict between provisions of the contract documents between the Owner and Buyer and this Proposal, then this Proposal shall govern.

Customer or End User / Title

Date Signed