



# STEWART & STEVENSON POWER PRODUCTS, LLC

NEW ORLEANS BRANCH  
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February 26, 2014

**CITY OF THIBODAUX**  
**P.O Box 5418**  
**Thibodaux, LA 70302**  
**Attn: Jennifer Morvant, Council Administrator**

RE: Quote for a 150 kW Diesel Generator and a 200 amp Automatic Transfer Switch

Quote # MD14-024

Thank you for allowing Stewart & Stevenson the opportunity to offer the following proposal for your consideration.

## **PERCY BROWN SEWER LIFT STATION**

One (1) STEWART & STEVENSON SUPPLIED ELECTRIC PLANT, **MTU Onsite Energy Diesel Fueled Generator Model DS150D6S**, rated 150 kW Standby, 277/480 Volts, 3Phase, 12Wire, 60 Hertz, 0.8 Power Factor at 1800 RPM, UL2200 Listed. Unit equipped as follows:

1. **Diesel Engine Model: John Deere 6068HF285**
  - Fuel oil filters
  - Air cleaners, dry type
  - Radiator cooling, engine mounted with engine driven fan and water pump
  - Electric starting, 12 Volts DCvolts
  - Battery charging alternator,
  - Lube oil cooler and filter
  - Exhaust manifold with flange
  - Electronic governor
  - Flex fuel lines
  - EPA Tier III Certified
2. **A.C. Generator**, Single Bearing, Direct Connected, rated 150 kW Standby, 277/480 Volts, 3 Phase, 12 Wire, 60 Hertz, .8 Power Factor at 1800 RPM, and equipped as follows:
  - PMG Excitation
  - Digital Voltage Regulator
  - 394 skVA @ 30 % voltage dip
  - 130°C Temperature rise
3. **Generator Control Panel**, DGC2020 Level 1Digital Genset Controller, NEMA-1 enclosure, shock mounted on plant, including the following equipment:

- UL recognized, CSA certified, NFPA-110 compatible
  - Full system status: 3 phase AC volts, 3 phase amps, kW, Power factor, Reactive power, Oil pressure, Water temperature, Water level, Fuel pressure, Engine speed, Battery voltage, Alternator frequency, Time, Date, Transfer switch status, Run hours, Service reminders, Fault history (alarm log), I2t function for full generator protection
  - 16 programmable contact inputs, 7 contact outputs
  - Automatic safety shutdowns for Overvoltage, Overspeed, Low oil pressure, High coolant temperature, Low coolant level
  - Pre-alarms
4. **Line circuit breaker**, 200 amps, 3pole, 80% rated, unit mounted and wired, UL listed
  5. **Engine block heater**, Qty- 1, 240 volts, Single phase, 2500 watts, jacket water heater with thermostat and isolation valves.
  6. **Battery Charger**, 12 Volts DC volt, 6 amps, with display for DC amps, voltage and faults, temperature compensated in corrosion resistant enclosure, mounted and wired on generator.
  7. **Starting Batteries**, Qty- 1, industrial, heavy duty, lead acid type, connected 12 Volts DC volts for starting, fuel injection and control power, equipped with steel rack(s), and battery cable set, two (2) cables each, installed.
  8. **Vibration Isolators**, Pad-type for installation under generator mounting base and mounting surface – shipped loose.
  9. **Exhaust Silencer**, Internal Hospital Grade, with Rain Cap and Flex Connection.
  10. **Channel steel base** mounting frame designed to maintain alignment of mounted components without depending on concrete foundation. Base comes equipped with lifting attachments and flanges drilled for vibration isolators
  11. **Sub-Base Fuel Tank**, Double walled construction, **370gallon** capacity rated for **24 hours** of operation at 100% load. Tank equipped with float switch, fuel level gauge/sender, lockable fill cap, and inner tank leak alarm. Normal vent for main tank and emergency vents for main and rupture basin tank provided. All vents capped at top of fuel tank, extensions are to be provided by the installing contractor. All accessories are prewired and connected to the genset controller. Tank built and certified to UL142 standard.
  12. **Enclosure**, Weather proof enclosure constructed of heavy gauge Aluminum with fixed storm proof panels. Enclosure consists of a bolted and welded construction with factory-mounted internal muffler. Hinged, lockable double-door access on both sides of the enclosure. Enclosure is wind rated at 100 mph, with a maximum sound level of 86.5 dBA @ 23 feet (7 meters). Enclosure is equipped as follows:
    - Double door access
    - Key-lockable and pad-lockable powder coated door handles
    - Exhaust rain cap
    - Rain shroud for roof penetration

- Rodent barriers
  - Fixed intake air louvers.
13. **MTU Onsite Energy MTG Service Entrance Rated Automatic Transfer Switch**, Open transition, rated 200 amps, 277/480 volts, 3 phase, 3 pole, NEMA-3R enclosure. ATS equipped with microprocessor based controller and the following:
- Utility main breaker-250AF/200AT Service Entrance WCR-30kA@480V
  - LED indication for source availability and switch position
  - Programmable engine exerciser with Load / No load selector
  - Auxiliary contacts
  - In-phase monitor
  - Open Transition
  - Auto Start contacts
14. **Complete Owner's Manual**, including copies of test reports, parts lists, service and maintenance manuals and trouble-shooting guides on all equipment furnished – 1 set, shipped loose.
15. **On-site startup, load testing, and training** services of a factory trained technician are included in this proposal. Field connections by others.
16. Warranty, Two (2) year, 3000 hours.

YOUR PRICE, EX-WORKS FACTORY:

**TOTAL: .....\$41,985.48**

### **Delivery**

- Delivery, 10-12 weeks after receipt of order and client approval of drawings/submittals, subject to prior sale.

### **Notes**

- Commercial and payment terms per Stewart & Stevenson Standard Terms & Conditions (attached), pending final credit approval.
- Equipment is quoted Ex Works, S&S Harvey, LA location; freight allowed to jobsite (1st delivery only).
- Jobsite Off-loading and installation are not included.
- Federal, state, local taxes not included in quotation.
- Federal, state, local permits not include in quotation.
- Fuel for inspection, testing, startup not included. Generator will be delivered empty to site.
- Pipe extensions for venting or other purposes by others.
- Equipment sized and rated, per the conditions set forth in the project specifications. Failures or de-rates caused by improper site design are at the responsibility of others.
- Two (2) year MTU Onsite Energy Limited Warranty for Emergency Standby Power Systems included.

### **Startup**

The on-site startup, load testing, and training services of a factory trained technician are included in this proposal. Field connections by others.

### **Validity**

- Pricing firm for Twenty (20) days.



***Matthew J. Dufrene***

**Matthew Dufrene**

Power Generation Sales

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#### **CUSTOMER ACCEPTANCE TO PROCEED:**

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchase Order Number

## **TERMS & CONDITIONS**

### **General Terms & Conditions of Sale**

- 1. DEFINITIONS:** As used in these General Terms and Conditions of Sale, the term "Goods" shall mean the machinery, equipment, products and other tangible property from time to time sold or offered for sale by Seller; the term "Services" shall mean the labor from time to time provided by Seller; the term "Seller" shall mean the entity selling or offering such Goods or Services; and the term "Buyer" shall mean the person to whom such Goods or Services is sold or offered.
- 2. OTHER TERMS:** If this is an offer, your acceptance hereof is expressly limited to the specific terms contained herein. If this is an acceptance or written confirmation, it is expressly made conditional upon your assent to any terms contained herein that are additional to or different from those of your offer. These General Terms and Conditions of Sale shall contain all of the terms applicable to any sale of or offer to sell Goods or Services. Seller specifically objects to any additional or different terms contained in any document used by Buyer. Any acceptance of Goods or Services by Buyer or any payment by Buyer of any part of the purchase price shall be deemed to be a waiver of any additional or different terms contained in Buyer's documents and an acceptance of all of the General Terms and Conditions of Sale, notwithstanding the acknowledgement by Seller of Buyer's purchase order or other document provided by Buyer. No order for Goods or Services shall be binding on Seller until it is acknowledged in writing by Seller.
- 3. SUPERVISION:** All Services performed by Seller at a location owned or controlled by Buyer shall be performed by Seller's personnel under the supervision and control of Buyer.
- 4. ACCESS, PERMITS AND UTILITIES:** Seller's employees shall have free and unobstructed access to the site at which Services are to be performed. Buyer shall furnish safe and proper equipment, parts, tools and working conditions, safe storage for Seller's property, and all necessary lifting equipment, steam, electricity, gas, oil, water and other utilities necessary to perform the Services. Buyer shall obtain all licenses, registrations, and permits necessary for Seller to perform the Services.
- 5. PRICE:** Unless otherwise stated, all prices are in U.S. Dollars. Prices relating to Goods are ex factory, place of manufacture. Labor rates shall be subject to change without notice and shall apply from the time of dispatch until return or dispatch to another job. No amount is included in any price for sales, use, privilege, excise or other taxes imposed on or measured by the gross receipts from the sale of the Goods or Services. Buyer shall promptly pay any such charge directly to the governmental authority assessing them or reimburse on demand any such charges paid by Seller.
- 6. PAYMENTS:** All payments shall be in U.S. Dollars, without offset, backcharge, retention or withholding of any kind. All invoices shall be payable within ten (10) days. Any amounts not paid when due will be subject to interest at the rate of 1½% per month or the highest nonusurious rate permitted by applicable law, whichever is less. At the request of Seller, payments will be made through a confirmed irrevocable letter of credit in form and on banks acceptable to Seller.
- 7. DELIVERY:** Delivery to the carrier, including carriers owned or controlled by Seller, or notification that Goods are ready for shipment shall constitute delivery to the Buyer for all purposes.
- 8. SHIPMENT:** Prices include the cost of packing and crating required for normal domestic transportation. Freight charges included in any price are subject to adjustment for actual cost incurred by Seller. In the event that any Goods will be shipped out of the continental limits of the United States of America, all fees and expenses relating to export documentation, export packing, marking or importation into the country of destination shall be the responsibility of the Buyer.
- 9. ACCEPTANCE:** All Goods shall be finally inspected and accepted within thirty (30) days after delivery. All Services shall be inspected and accepted within thirty days after they are performed. Failure of Buyer to provide Seller with an itemized list of defects within such thirty (30) days or to permit Seller a reasonable opportunity to correct any listed defects shall be deemed acceptance of the Goods or Services. In the event of multiple shipments or extended Services, each individual shipment shall be separately accepted and Services shall be periodically inspected and accepted. Buyer expressly waives any right to reject Goods or Services that

substantially conform to the specifications relating thereto and any right to revoke acceptance after such thirty (30) day period.

10. **DELAYS:** Seller shall have no liability for any failure to deliver the Goods or perform Services to Buyer if such failure arises from causes beyond the reasonable control of Seller, including but not limited to, delays of suppliers or carriers, government actions, shortages of materials, labor difficulties, fires, floods, acts of God and the effects of civil disobedience.
11. **CHANGES:** Seller reserves the right to change the details of any Goods provided that such change shall not impair the performance or critical dimensions of such Goods.
12. **ADDITIONAL COSTS:** In addition to the purchase price, Buyer shall pay to Seller any costs incurred as a result of (a) changes in the Goods or Services or delays in delivery requested by Buyer; (b) delays in delivery arising from Buyer's failure to provide information, drawings or materials; or (c) changes in the laws, codes, rules or regulations applicable to the Goods or Services after the date of quotation by Seller.
13. **WARRANTY:** To the extent that Goods are warranted by their original manufacturers, and to the extent that such warranties are assignable to Buyer, Seller assigns to Buyer any rights and remedies it has relating to such Goods. Seller further agrees to perform any obligations of the original manufacturer under the manufacturer's warranty to the extent that such manufacturer authorizes Seller to perform such warranty obligations. **SELLER WARRANTS GOODS MANUFACTURED AND SERVICES PERFORMED BY IT PURSUANT TO THE WARRANTY POLICY STATEMENTS ISSUED FROM TIME TO TIME BY SELLER. EXCEPT AS SET FORTH IN THE APPLICABLE WARRANTY POLICY STATEMENT, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO GOODS OR SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
14. **CANCELLATION:** Orders for Goods or Services may not be cancelled by Buyer after acceptance by Seller. Seller shall be entitled to request reasonable assurances that Buyer will accept and pay for any Goods or Services, including but not limited to requiring payments on account or in advance, if there are reasons to believe that Buyer will not accept and pay for Goods or Services when delivered. Until such assurances are received, Seller shall be entitled to stop work on the Goods or Services, cancel any agreement to sell the Goods or Services, sue to recover the purchase price or any expenses incurred to the date of cancellation, resell the Goods or Services to a third party, or exercise any other remedy available at law or in equity for breach of contract.
15. **INTERPRETATION:** Any sale or agreement to sell Goods or Services shall be interpreted according to the laws of the state in which Seller's branch office is located, excluding any provision thereof that would direct the application of the laws of another jurisdiction. Buyer agrees that any sale of or agreement to sell Goods or Services will be deemed to be made and performed solely in the county in which Seller's branch office is located, to the exclusion of all other jurisdictions. Seller's branch office shall be deemed to be located at the address identified in this offer, acceptance or confirmation, as the case may be, or if no such address is identified, at Seller's branch that issued these General Terms and Conditions of Sale.
16. **LIMITATION OF LIABILITY:** Neither Seller nor Buyer shall have any liability to the other for any incidental or consequential damages arising from the sale of Goods or Services, the use, operation or consumption of the Goods, or the failure of either party to fully perform any agreement to sell Goods or Services. **SELLER SHALL HAVE NO LIABILITY FOR ANY LOSS, DAMAGE OR COST ARISING FROM THE FAILURE TO DISCOVER OR REPAIR LATENT DEFECTS OR DESIGN DEFECTS IN ANY GOODS OR SERVICES. BUYER SPECIFICALLY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY CLAIM FOR INCIDENTAL, RESERVOIR, SPECIAL, INDIRECT, CONSEQUENTIAL AND EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO MULTIPLE DAMAGES UNDER ANY DECEPTIVE TRADE PRACTICE OR CONSUMER PROTECTION LAWS.**
17. **WAIVER:** The waiver by either Seller or Buyer of any breach under these General Terms and Conditions of Sale shall not be deemed to be a waiver of any subsequent breach of a like or different nature. The failure to enforce any provision of the General Terms and Conditions of Sale shall not be deemed a waiver of such provision.

- 18. ARBITRATION:** Any dispute arising from or relating to the sale of Goods or Services, including the interpretation of these General Terms and Conditions of Sale, shall be resolved by binding arbitration according to the Stewart & Stevenson Arbitration Program.
- 19. INDEMNITY (INCLUDING FOR NEGLIGENCE):** BUYER HEREBY ASSUMES AND AGREES TO INDEMNIFY, DEFEND, PROTECT, SAVE, KEEP, AND HOLD HARMLESS SELLER, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, AND INVITEES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTION, LIABILITIES, DEMANDS AND EXPENSES (INCLUDING ATTORNEY FEES AND OTHER LEGAL EXPENSES) OF WHATSOEVER KIND AND NATURE, FOR INJURY TO, OR ILLNESS OR DEATH OF ANY PERSON AND FOR ALL DAMAGE TO, LOSS OR DESTRUCTION OF PROPERTY (COLLECTIVELY "LOSSES"), RELATING TO, CONNECTED WITH IN ANYWAY, ARISING OUT OF, OR ON ACCOUNT OF THE GOODS OR SERVICES PURCHASED HEREUNDER, **INCLUDING, WITHOUT LIMITATION, ANY SUCH LOSSES CAUSED OR OCCASIONED BY ANY NEGLIGENT ACT OR OMISSION OF SELLER, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, INVITEES OR LICENSEES.** The foregoing indemnity is a material part of this transaction, supported by and in consideration of a reduction in the purchase price and is intended to apply notwithstanding the joint or concurrent negligence of Seller.
- 20. RISK OF LOSS:** Seller shall bear the risk of loss of the Goods until the Goods are delivered to the carrier, including carriers owned or controlled by Seller or notification to Buyer that the Seller is ready for shipments whichever occurs first. Thereafter, Buyer shall bear the entire risk of loss of the Goods.
- 21. ENTIRE AGREEMENT:** These Terms and Conditions of Sale constitute the entire agreement of the parties and supersede all discussions, arrangements, negotiations, representations and warranties, if any, relating to the Goods or Services covered hereby.