SEALED BID#:I001352A
DUE DATE: 12/20/07
BUYER: D. Louis

Furnish and Install Emergency Generator
Shelby County Sheriff's Substation
11670 Memphis/Arlington Road
Arlington, TN 38002
"Turn-Key" Project
Quotation/Bid Response Form

I. GENERATOR

1 ea. 300 KW – Diesel Engine – 277/480 Volt 60 Hertz – Three Phase – Factory Installed Control Panel – Vibration Insulators – Heavy Steel Base – 800 Gallon Fuel Tank – Weatherproof Sound Attenuated housing – 4 Pole Automatic Transfer Switch
(per specifications shown in Section III)

Price $ 86,519.00

II. CONCRETE WORK

Reinforced concrete pad with footing and extending eight (8) inches from surrounding ground. Pad shall extend eighteen (18) inches around all sides of generator and fuel tank.
(per specifications shown in Section III)

Price $ 3,870.00

III. ELECTRICAL WORK

Complete electrical installation shall include after hours or weekend work as required. Sheriff's Substation downtime will be a minimum of hours not days. If more than six (6) hours of downtime is required, contractor will provide generator power for normal operation of station at their cost including but not limited to fuel. All wiring is to be copper.
(per specifications shown in Section III)

Price $ 32,750.00

PROJECT TOTAL PRICE $ 123,139.00
(This is a "turn-key" project. Price should include delivery, installation, testing, training, warranty, and any/all work sub-contracted.)

WARRANTY STANDARD 2 YEAR WARRANTY

COMMENTS

CALL 901 842-5472

SEALED BID#:I001352A
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SHELBY COUNTY PURCHASING DEPARTMENT
ROOM 550, 160 NORTH MAIN STREET
MEMPHIS, TENNESSEE 38103
PHONE (901) 545-4360

SECTION IV
ATTACHMENTS 2
QUOTATION/BID RESPONSE FORM

NOTE: RETURN ONLY THIS SECTION WHEN SUBMITTING YOUR BID

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

OFFICIAL CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

23-97/1020

900299083

REGIONS

TWO RIVERS POWER LLC.

Purchaser

12/21/2007

$6,156.95

SIX THOUSAND ONE HUNDRED FIFTY SIX DOLLARS AND 95 CENTS

Pay to the order of: SHELBY COUNTY GOVERNMENT

Regions Bank

Security Features Details on Back.

Purchased For

Authorized Signature **Branch TN02040**

Issued by Integrated Payment Systems Inc., Englewood, Colorado
JPMorgan Chase Bank. N.A., Denver, Colorado

⑈440226⑈ ⑆102000979⑆ 6800900299083 5⑈

Exhibit B

SHELBY COUNTY GENERAL CONDITIONS OF THE

CONTRACT FOR CONSTRUCTION

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE I
CONTRACT DOCUMENTS

1.1 Definitions

1.1.1 The Contract Documents

The Contract Documents consist of the Owner-Contractor Agreement, the conditions of the Contract (General, Supplementary and other conditions), the Drawings, the Specifications, and all Addenda issued prior to and all modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Engineer pursuant to Subparagraph 2.2.8, or (4) a written order for a minor change in the Work issued by the Engineer pursuant to Paragraph 12.3. The Contract Documents include Bidding Documents such as the Advertisement or invitation to Bid, the Instructions to Bidders, sample forms, the Contractor's Bid or portions of Addenda relating to any of these, and other documents specifically enumerated in the Owner-Contractor Agreement.

1.1.2 The Contract

The Contract Documents, and all documents incorporated therein, form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Engineer and the Contractor, but the Engineer shall be entitled to performance of obligations intended for his benefit, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Engineer or any Subcontractor or sub-subcontractor.

Initial _____

1.3.1 All Drawings, Specifications and copies thereof furnished by the Engineer are the property of the Owner. They are to be used only with respect to this Project and are not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the Engineer on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project shall not to be construed as publication in derogation of the Engineer's common law copyright or other reserved rights. The Engineer will furnish, free of charge, to the Contractor sufficient sets of Contract Documents to execute the Work, not to exceed ten (10) copies. The Contractor may purchase additional sets by paying reproduction costs to the Engineer before reproduction.

ARTICLE II
ENGINEER

2.1 Definition

2.1.1 The Engineer is the person lawfully licensed to practice Engineering, or any entity lawfully practicing Engineering identified as such in the Owner-Contractor Agreement, and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Engineer means the Engineer or his authorized representative.

2.2 Administration of the Contract

2.2.1 The Engineer will provide administration of the Contract as hereinafter described.

2.2.2 The Engineer will be the Owner's representative during construction and until final payment is due. The Engineer will advise and consult with the Owner. The Owner's instructions to the Contract shall be forwarded through the Engineer. The Engineer will have the authority o act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument signed by the Owner.

2.2.3 The Engineer will visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Work and to determine in general if

Initial _____

1.1.3 The Work

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 The Project

The Project is the total construction of which the Work performed under these Contract Documents may be the whole or a part.

1.2 Execution Correlation and Intent

1.2.1 The Contract Documents shall be signed in not less than four originals by the Owner and Contractor. If either Owner or Contractor or both do not sign the Conditions of the Contract, Drawings, Specifications, or any of the other Contract Documents, the Engineer shall identify such Documents.

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not specifically set forth in the Contract Documents will not be required unless it is consistent with work that is specifically set forth in the Contract Documents or is reasonably inferable from the Contract Documents as being necessary to produce the intended results. Words and abbreviations, which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 The organization of the Specifications into divisions, sections, and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Sub-contractors or in establishing the extent of Work to be performed by any trade.

1.3 Ownership and Use of Documents

Initial _____

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MEMPHIS, TENNESSEE 38103
PHONE (901) 545-4360

SECTION IV
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QUOTATION/BID RESPONSE FORM

NOTE: RETURN ONLY THIS SECTION WHEN SUBMITTING YOUR BID

A C WHARTON JR.
MAYOR

SHELBY COUNTY PURCHASING DEPT.

160 N. MAIN – SUITE 550
MEMPHIS, TENNESSEE 38103-1880
(901) 545-4360

REQUEST FOR QUOTATION		
NUMBER SB	I001352A	DATE 11/28/07

THE ABOVE NUMBER MUST APPER ON ALL QUOTATIONS AND RELATED CORRESPONDENCE.
THIS IS NOT AN ORDER

AS A CONDITION TO BID AWARD, IF ITEM(S) CONTAINED IN THIS BID REQUIRE MATERIAL SAFETY DATA SHEETS, THE SUCCESSFUL BIDDER SHALL PROVIDE DATA SHEETS WITH DELIVERY OF PRODUCTS.

QUOTE NOT LATER THAN	DATE DELIVERED REQ.	F.O.B.	REQUISITION NUMBER	REQUISITION DATE	BUYER
2:30 PM, 12/20/07	ASAP	DESTINATION	08-03843	10/22/07	D. LOUIS

If you do not respond to this request for bid a "BID" or "NO BID", we will assume that you no longer wish to bid on the commodity indicated below, and your company's name may be removed from the mailing list.

285-39 GENERATORS, STATIONARY TYPE

BASE YOUR QUOTATIONS ON THE TERMS AND CONDITIONS PRINTED AND/OR TYPED HEREON

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
			NOTICE TO BIDDERS: THIS IS OUR SEALED BID **I001352A**, WHICH IS DUE NO LATER THAN **2:30 PM, THURSDAY, DECEMBER 20, 2007**. "GENERAL TERMS AND CONDITIONS", AS OUTLINED IN SECTION II, WILL TAKE THE PLACE OF THE "GENERAL BID REQUIREMENTS" SHOWN ON THE NEXT PAGE OF THIS REQUEST FOR QUOTATION FORM. IF YOU DO NOT RESPOND TO THIS REQUEST FOR BID WITH A "BID" OR A "NO BID", WE WILL ASSUME YOU NO LONGER WISH TO BID ON THE COMMODITY INDICATED ABOVE, AND YOUR COMPANY'S NAME MAY BE REMOVED FROM THE MAILING LIST. (SIGNATURE REQUIRED ON THIS PAGE)		

THIS IS NOT AN ORDER

NOTE DELIVERY REQUIRED AND IN QUOTING, ADVISE DEFINITE DELIVERY — TOTAL →

FIRM NAME	TELEPHONE NO.	DATE OF QUOTATION
FEDERAL I. D. NO.	TERMS	DELIVERY PROMISED DAYS A.R.O.

EFFECTIVE UNTIL	SIGNATURE	OFFICIAL TITLE

ALL BOXES ABOVE MUST BE COMPLETED FOR YOUR BID TO BE CONSIDERED. SEE GENERAL BID REQUIREMENT ON NEXT PAGE.

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DUE DATE: 12/20/07
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(per specifications shown in Section III)

Price $ _____

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(per specifications shown in Section III)

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(per specifications shown in Section III)

Price $ _____

PROJECT TOTAL PRICE $ _____
(This is a "turn-key" project. Price should include delivery, installation, testing, training, warranty, and any/all work sub-contracted.)

WARRANTY _____

_____

COMMENTS _____

_____

the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an Engineer, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

2.2.4 The Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Engineer will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

2.2.5 The Engineer shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Engineer may perform his functions under the contract documents.

2.2.6 Based on the Engineer's observations and an evaluation of the Contractor's Applications for Payment, the Engineer will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts as provided in Paragraph 9.4.

2.2.7 The Engineer will render interpretations necessary for the proper execution or progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon so as to cause no delay the Project. Either party to the Contract may make written request to the Engineer for such interpretations.

2.2.8 All interpretations and decisions of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings.

2.2.9 The Engineer's decision in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents. The Engineer shall rule on all claims and disputes that relate to the interpretation of the Contract Documents.

Initial _____

2.2.10 The Engineer will have authority to reject Work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work in accordance with Subparagraph 7.7.2 whether or not such Work be then fabricated, installed or completed. In the event the Engineer determines that any Work deleted by the Contractor should have been performed by the Contractor under the Contract Documents, he shall issue a final determination that the Contractor shall proceed with the Work as directed by the Engineer, and the Contractor shall proceed with the Work even if he is in disagreement with the decision of the Engineer.

2.2.11 The Engineer will review and approve or take other appropriate action under Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.2.12 The Engineer will prepare Change Orders in accordance with Article 12 and will have the authority to order minor changes in the Work as provided in Subparagraph 12.3.

2.2.13 The Engineer will conduct inspections to determine the dates of Substantial Completion and final completion, will receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a Final Certificate for Payment upon compliance with the requirements of Paragraph 9.8.

ARTICLE III
OWNER

3.1 Definition

3.1.1 The Owner is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the Owner, or his authorized representative.

Initial _____

3.2 Information and Services Required of the Owner

3.2.1 The Owner or Engineer shall furnish all surveys describing the physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site.

3.2.2 Except as provided in Subparagraph 4.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.3 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2.4 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the Work.

3.2.5 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Work by Owner or by Separate Contractors, Payments and Completion and Insurance in Article 6, 9 and 11, respectively.

3.3 Owner's Right to Stop the Work

3.3.1 If the Contractor fails to correct defective Work as required by Paragraph 13.2 or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. Any such order to the Contractor shall be in writing.

3.4 Owner's Right to Carry Out the Work

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within two

Initial _____

(2) days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedy it may have, make good and correct such deficiencies with its own forces or with the forces of another contractor. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Engineer's additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

3.4.2 The Owner shall have access to the Project at all times.

ARTICLE IV
CONTRACTOR

4.1 Definition

4.1.1 The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

4.2 Review of Contract Documents

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Engineer any error, inconsistency or omission he may discover.

4.3 Supervision and Construction Procedures

4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

Initial _____

4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Engineer in his administration of the Contract, or by inspection, tests or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.

4.4 Labor and Materials

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

4.4.3 When a material, equipment or system is specified or approved in an addendum, by the name of one or more manufacturers, such material, equipment, or system shall form the basis of the contract. If Contractor desires to use another material, equipment or system in lieu thereof, he shall request approval in writing and shall submit samples and data as required for the Engineer's consideration. The Engineer and Owner will be the final judge for the acceptance or the substitution. No Substitution shall be made without authority in writing from the Engineer.

4.4.4 By making requests for substitutions based on Subparagraph 4.4.3 above, the Contractor:

.1 represents that he has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

Initial _____