



CellSite Solutions, LLC  
 CellSite Solutions, LLC  
 4150 C Street SW  
 Cedar Rapids IA 52404  
 United States

**Quote**  
 #QUO-10805  
 10/10/2024

**CUSTOMER**

Solano County CA  
 TBD  
 675 Texas St  
 Fairfield CA 94533  
 United States

**LOCATION**

Solano County CA  
 TBD  
 675 Texas St  
 Fairfield CA 94533  
 United States

**TOTAL**

**\$154,067.96**

**Expires: 11/30/2024**

Expires	Project	Sales Rep	Partner	Shipping Method
11/30/2024		Andrew Gallagher		

<b>Project Name</b>	<b>Solano County DC Power ISP</b>
Solano County DC Power ISP	

Qty	Item	Rate	Amount
1	<b>ISP</b> *Install (1) relay rack equipped with (1) -48V power plant. *Install (4) AC (15) circuits in the existing AC panel and install (4) new NEMA L520P receptacles above the new power plant. * Install (12) 23" two-post racks and seismic bracing. *Install new Reference ground from the new power plant to existing wall-mounted MGB. * Install R56 grounding and ground racks. *Install (2) AVR95-25 battery strings. *Frame ground battery strings. *Install overhead cable rack and aux framing, *Install battery cables from new battery strings to the new power plant. (1) 4/0 per polarity, per string. *Install (6) Dual Feed CB Panels. *Run, lace, and connect DC feeds to (6) CB Panels. * Supply and install (6) DC CB panels *Install (16) new I5-20 circuits above row D and C * R56 grounding for inside the shelter with wall penetrations for leads to shelter ground ring.	\$28,250.00	\$28,250.00
1	<b>ISP Materials</b> * UNT20806.00012 "UNITY POWER SYSTEM WITH FLATPACK2 - 48V, 500A POWER SHELF - RECTIFIER POSITIONS: QTY 8 (SUPPORTS BOTH 2000W and 3000W RECTIFIERS) - INPUT CONNECTIONS: REAR ACCESS TO TERMINAL BLOCK, ONE INPUT PER RECTIFIER, DUAL FEED JUMPERS INCLUDED PRIMARY DISTRIBUTION:	\$116,095.00	\$116,095.00



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Qty	Item	Rate	Amount
	23" WIDE, NEGATIVE VOLTAGE OUTPUT QTY 26 CIRCUIT BREAKER POSITIONS (CBB STYLE) 1/4"-20 STUD 5/8" CENTER -QTY 26 LOAD BREAKER POSITIONS QTY 3 BULK LOAD POSITIONS -QTY 1: 3/8"-16 NUTS ON 1" CENTER -QTY 2: 1/4"-20 NUTS ON 5/8" CENTER BULK BATTERY POSITIONS THRU A SHUNT & LVBD -QTY 7: 3/8"-16 STUDS ON 1" CENTER OR QTY 8: 1/4"-20 NUTS ON 5/8" CENTER SMARTPACK S PANEL MOUNT CONTROLLER INCLUDED SPSP- UNT600-A01 UNT-F4808I-C14N" (1) *241115.105 "FLATPACK2 HE RECTIFIER 2000W 48V, -INPUT: 85-300VAC, FAN COOLED (FRONT TO BACK); -OUTPUT: 2000W @ 185-300VAC, 2000W @ 185VAC LINEARLY TO 850 W @ 85VAC. -EFFICIENCY: >96.5%; -OPERATING TEMPERATURE -40 TO +45°C: 2000W; LINEARLY DERATE FROM 2000W @ 45°C TO 1350W @ 75°C; SHUTDOWN AT 75°C, AUTOMATICALLY RESTART AT LOWER TEMPERATURE. -STORAGE TEMPERATURE: -40 TO +85°C -DIMENSION & WEIGHT: 4.29"W x 1.69"H x 13"D; 4.3 LBS" (4) *340405 "TEMPERATURE PROBE KIT, 470K NTC, 5/16" RING LUG, 20FT LONG, INC: - TEMP PROBE (470K NTC) CALBE WITH TYCO CONNECTOR AND 5/16" RING LUG (P/N 340807), 6" LONG - TEMP PROBE EXTENSION CABLE (P/N 340407), 19.5' LONG" (2) *3672495500 ALARM CABLE 50' (1) *CBB100M CKT BREAKER, 100 AMP PLUG IN BULLET, MID TRIP (12) *CBB010M CIRCUIT BREAKER, 10 AMP PLUG-IN BULLET, MID- TRIP.. (4) *CBB020M CIRCUIT BREAKERS (20 AMP) (4) *CBB050M CIRCUIT BREAKER, 50 AMP PLUG-IN BULLET, MID- TRIP (4) *D07 "24/48V 4RU 23" CIRUIT BREAKER DISTRIBUTION 600A TOTAL BUS RATING		



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Qty	Item	Rate	Amount
	24 OUTPUT LOAD CIRCUIT BREAKER POSITIONS (CBV STYLE) 1/4"-20 STUDS WITH 5/8" CENTERS INPUT CONNECTIONS FOUR 1/4" ON 5/8" CENTERS UP TO 250A MAX BREAKER" (1) *300CB08 1RU 325A DUAL-FEED, 8/8 CIRCUIT BREAKER PANEL (6) *149713 CIRCUIT BREAKER 20A SLIMLINE (60) *CBB200E 200 AMP/ELEC-MECH ALARM (1) *24AVR95-25ILM "48v AVR95-25 Top Termination Drawing JT024050 4W x 6H" (2) *KIT-00029 KIT, UNTERMINATED, W/LUGS AND HEAT SHRINK, LOOSE, UNIVERSAL HARNESS (2) *RG3025ZY RG Series - Formed Relay Rack 1.75" Spaced Double Sided - Welded 23" (13) *SP3706GL SP370x Series - Standard 1.00" I.D Pipe (4) *STA1201 1.00" I.D. Pipe to Formed Relay Rack - 3/8" Hardware (24) *SAF5702 SAF5702 - Aux. Framing Channel Support From Formed Relay Rack (8) *AFC2205ZY 2.00" Aux. Framing Channel (12) *AFS825 AFS825 - Aux. Framing Channel Splice Bar - 3/8" Hardware (4) *CJB6301C CJB6301C - J Bolt Assembly Kit - 1.50" Cable Rack to 2.00" Aux. Channel (20) *SJB6401C Spanner J Bolt Kit - 1.50" Cable Rack to 2.00" Aux. Framing Channel - 1/2" Hardware (10) *10024ZY 1.50" Cable Rack Tubular Channel 24" (11) *WA24ZYK1 WAXx Series - Wall Angles 24" (11) *SCE825K01 SCE825 - Rigid Cable Rack Splice for 1.50" (2) *CC12 Cable Rack Corner Clamp Kit Selection (22) *WA06ZYK3 ATCH AUX CH TO WALL ANG KIT 6" (4) *CHB11 CEILING HANGER BRACKET KIT (20) *TR60 THRD ROD 5/8-11X72YZ (6) *RFCH701 Ladder Rack End Caps - RECCR (20) *HB11 1.50" Cable Rack Hanger Bracket (20) *ACB2 Power Cable Bracket (50) *PV-ATK-U 18" Arrestor Trapeze Kit for 4 hole panels, 3 Tier (1) *407403245 2 L2 BLACK KS24194 (500) *408718427 2 L2 BLUE KS24194 (500) *408513703 2 L2 GREEN KS24194 (150) *39876 6 L2 GREEN KS24194 (100)		



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	*YAV2CL2TC14FX "2 AWG FLEX LUG, 2 H, 1/4"" x 5/8"" SPACE, STD BARREL W/INSP WIND" (100_		
	YAV2CL2TC38FX "2 AWG FLEX LUG, 2 H, 3/8"" x 1"" SPACING, STD BARREL W/INSPECT" (8)		
	*407399526 4/0 L2 BLACK KS24194 (60)		
	*407399534 4/0 L2 GRAY KS24194 (60)		
	*YAV28L2TC38FX "4/0 FLEX LUG, 2 H, 3/8"" x 1"" SPACE, STD, W/ INSP, PURPLE" (12)		
	**Minor materials wire, lugs, tags etc		
	<b>Description</b> Shipping will be a pass through		
	<b>Materials Fluctuations</b> Please Note: Due to ongoing volatility in supply chain & material purchasing, any extraordinary price increases that occur after acceptance of Quote may be passed along to the customer. These pricing increases will be noted in writing prior to final invoicing being adjusted.		
All Invoices Net 30		<b>Subtotal</b>	\$144,345.00
		<b>Tax (%)</b>	\$9,722.96
		<b>Total</b>	\$154,067.96

\*Please note all formal quotes are good for 7 business days from the date on the quote. Shipping price is valid only for 7 days from date of quote and must be re-quoted within 7 days of item delivery due to the current shipping climate.  
 \*All quotes are subject to equipment availability.  
 \*HVAC Testing is intended only to verify the current condition of existing unit(s).Buyer understands that the Seller makes no warranty claims and that the Seller suggests having a licensed HVAC/Mechanical contractor on site at the time of installation.  
 \*Unless otherwise agreed upon in writing, payment terms are 50/50: 50% due upon sales agreement execution or Purchase Order issuance; remaining 50% including shelter price due upon completion of Refurb Services or HVAC installation; remaining 50% of civil work due upon completion of Civil Services; or due upon delivery; or 60 days from the date of purchase, whichever comes first.  
 \*Purchase price is subject to tax unless proper tax exempt documents are provided to CellSite Solutions, LLC.  
 \*Equipment Storage: includes but is not limited to Shelters, Cabinets, HVACs, Generators, Inside Plant Equipment, or any other products provided at cost to the Purchaser until the set delivery date. CellSite Solutions' Sales will discuss at time of purchase the expected delivery date with the Purchaser. CellSite Solutions' Project Management will hold a Scope of Work call with the Purchaser after the time of sale and allow for a ONE TIME change to the delivery date according to the requirements of the Purchaser at this time. CellSite Solutions' Project Management will notify the Purchaser of the upcoming delivery date 30 days and 15 days prior to the agreed upon delivery date. If the Purchaser does not accept the delivery date identified within final confirmation, CellSite Solutions will charge the Purchaser a minimum fee of \$950 on the first month billing to cover costs associated with the upload, offload, or transportation of the Purchaser's equipment to clear the CellSite production facility space. Storage fees will be invoiced monthly at a \$20/day charge for anything past the delivery date by 30 to 90 days, \$25/day for anything past the delivery date by 91 to 180 days, and \$50/day for anything past the delivery date by 181 plus days..  
 \*Unless otherwise noted, offload is not included in the price and is the responsibility of the Buyer.  
 \*Unless otherwise noted, Buyer is responsible for any related building/electrical/mechanical/zoning permitting.  
 \*For all shipping and crane offload services performed by CellSite Solutions: any cancellation of these services by the Buyer without a minimum 5-DAY NOTICE will incur a fee of 18% of the quoted shipping & offload prices.

**SALE AGREEMENT**

THIS SALE AGREEMENT (this "Agreement") is made and entered into as of the date signed below by and between Cellsite Solutions, LLC, an Iowa limited liability company whose mailing address is 4150 C Street SW, Cedar Rapids, IA 52404 ("Seller"), and ("Buyer") as



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listed in above quote as "CUSTOMER".

WITNESSETH:

WHEREAS, Seller is the owner of the property described above (the "Materials") that may be refurbished for Buyer (the "Refurb Services"), that may require certain civil services to the site (the "Civil Services") and may be delivered to Buyer (the "Project"); and

WHEREAS, Seller desires to sell and Buyer desires to purchase the Project subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and other terms and conditions hereinafter set forth, and intending to be legally bound hereby, the parties agree as follows:

SECTION 1. TERMS OF SALE

1.1 Seller hereby sells, transfers and assigns the Materials to Buyer with warranty of title, free and clear of all liens or encumbrances, and performs any agreed upon Refurb Services and/or Civil Services for the total pricing as listed in above Quote, and unless otherwise stated above:

1.1.1 50% of quoted price upon Execution of this Agreement, plus any applicable tax;

1.1.2 remaining 50% of Refurb/HVAC Services including shelter price within ten (10) days after written notice (which may include email) from Seller that any Refurb Services are complete plus applicable sales tax; and

1.1.3 remaining 50% of Civil Services within ten (10) days after written notice (which may include email) from Seller that any Civil Services are complete plus applicable sales tax; and

1.1.4 any remaining balance plus applicable sales tax upon delivery of the Project or 60 days from the date of this Agreement, whichever comes first.

The "Purchase Price" includes crane upload of the Project. Unless otherwise stated in above Quote, Crane offload of the Project and shipping is not included and is the responsibility of the Buyer. Applicable sales tax is the responsibility of the Buyer.

Equipment Storage: includes but is not limited to Shelters, Cabinets, HVACs, Generators, Inside Plant Equipment, or any other products provided at cost to the Purchaser until the set delivery date. CellSite Solutions' Sales will discuss at time of purchase the expected delivery date with the Purchaser. CellSite Solutions' Project Management will hold a Scope of Work call with the Purchaser after the time of sale and allow for a ONE TIME change to the delivery date according to the requirements of the Purchaser at this time. CellSite Solutions' Project Management will notify the Purchaser of the upcoming delivery date 30 days and 15 days prior to the agreed upon delivery date. If the Purchaser does not accept the delivery date identified within final confirmation, CellSite Solutions will charge the Purchaser a minimum fee of \$950 on the first month billing to cover costs associated with the upload, offload, or transportation of the Purchaser's equipment to clear the CellSite production facility space. Storage fees will be invoiced monthly at a \$20/day charge for anything past the delivery date by 30 to 90 days, \$25/day for anything past the delivery date by 91 to 180 days, and \$50/day for anything past the delivery date by 181 plus days. 1.2 Buyer acknowledges that the Seller did not manufacture the Materials and therefore cannot provide a warranty on the Materials. Buyer acknowledges that it is being given an opportunity to inspect the Materials, and that Seller has made no representations, warranties or covenants to Buyer concerning the value, condition or performance of the Materials. Except as set forth in Paragraph 1.1 above, Seller does not make, and has not made, any representations or warranties of any nature with respect to the Materials. THE MATERIALS ARE BEING SOLD TO BUYER AS IS, WHERE IS, AND WITH ALL FAULTS; AND SELLER HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE MATERIALS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY ARISING BY COURSE OF DEALING OR USAGE OF TRADE AND ANY WARRANTY THAT THE MATERIALS ARE DELIVERED FREE OF RIGHTFUL CLAIM OF ANY THIRD PERSON BY WAY OF INFRINGEMENT OR THE LIKE.

1.3 Unless otherwise provided in this Agreement, the Project shall be delivered within 25 miles of Buyers's requested locations listed in Quote above. Regardless of shipping terms or freight payment, a third party transportation firm shall bear all risk of loss or damage in transit. Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated herein. Delay in delivery of any installment shall not relieve Buyer of its obligations to accept remaining deliveries. Claims for shortages or other errors in delivery must be made in writing to Seller within 10 calendar days after receipt of shipment; and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. Claims for loss of or damage to Project in transit must be made to the carrier, and not to Seller. If third party carrier's cargo insurance fails to respond to a claim of damage to goods, Seller's contingent cargo coverage will respond. All delivery dates are approximate. Seller shall not be liable for any losses or damages as a result of any delay or failure to deliver due to any cause beyond Seller's reasonable control, including, but not limited to, any act of God, act of Buyer, embargo or other governmental act, regulation or request, fire, flood, accident, strike, slowdown, war, act of terrorism, riot, delay in transportation, equipment failure, or inability to obtain necessary labor or materials. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost because of the delay. Buyer's exclusive remedy for other delays and for Seller's inability to deliver for any reason shall be rescission of this Agreement.

1.4 Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, inspection or testing fee, or any other tax, fee, interest or charge of any nature whatsoever imposed by any governmental authority on or measured by the transactions between Seller and Buyer shall be paid by Buyer in addition to the Purchase Price. In the event Seller is required



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to pay any such taxes or other charges, Buyer shall reimburse Seller therefor on demand.

1.5 All returnable containers and lifting brackets used in connection with shipments of the Project are the property of Seller and are loaned to Buyer. Buyer shall use such containers and/or brackets only for reasonable storage and/or offloading of the Project originally delivered and shall return such containers and/or brackets in good condition when empty or offloading is complete. Buyer will pay return freight charges on such empty containers and/or brackets from points in the continental United States of America. If brackets are not returned within 30 days, buyer agrees to purchase brackets at \$475.00 per set of four brackets or each single container.

1.6 Unless otherwise provided in this Agreement, Buyer shall be responsible for the construction, assembly or installation and proper maintenance of the Project.

## SECTION 2. LIMITATION OF LIABILITY

2.1 Unless otherwise provided in this Agreement, Seller's liability with respect to the Project shall be limited to the warranty of title set forth in Paragraph 1.1 above and, with respect to any breaches of such warranty, shall be limited to the portion of the Purchase Price allocable to the Project that are the subject of the breach. NONE OF SELLER, ITS AFFILIATES AND ITS CONTRACTORS SHALL BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT OR UNDER OTHER THEORIES OF LAW OR EQUITY, WITH RESPECT TO THE PROJECT, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO. NONE OF SELLER, ITS AFFILIATES AND ITS CONTRACTORS SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR CONTINGENT DAMAGES WHATSOEVER AND HEREBY DISCLAIM ANY AND ALL SUCH DAMAGES. Without limiting the generality of the foregoing, each of Seller, its affiliates and its contractors specifically disclaims any liability for property damage, penalties, special or punitive damages, damages for lost profits or revenues, down-time, lost good will, cost of capital, or for claims of Buyer's customers or any third party for any such damages, costs or losses.

## SECTION 3. BUYER'S OBLIGATIONS CONCERNING THE PROJECT

3.1 Buyer shall be solely responsible for, and shall defend, indemnify and hold harmless Seller and its affiliates, and their respective directors, officers, employees, agents, insurers and other representatives (collectively, the "Seller Indemnified Parties"), from and against, any and all claims, demands, causes of action, losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and legal expenses) that directly or indirectly arise out of or result from the Project, or the transportation, construction, assembly, installation, use, maintenance or other possession or control of the Project by Buyer or its employees or agents or by third persons, or that otherwise directly arise out of or result from any actual or alleged action or omission of Buyer or its agents or employees in connection with the Project. Seller may, at its sole election, participate in the defense of any such claims or causes of action at its own expense. Buyer agrees to keep Seller informed regarding all such claims and causes of action.

## SECTION 4. MISCELLANEOUS

4.1 All proprietary and confidential information, including manufacturing or business information, supplied by Seller shall remain Seller's sole and exclusive property. Such information shall not be reproduced, used or disclosed to others by Buyer without Seller's prior written consent. Immediately upon termination of this Agreement, all confidential information together with any copies thereof shall be returned to Seller.

4.2 This Agreement constitutes the entire agreement, superseding all prior oral or written negotiations, representations, understandings and agreements, between the parties on the subject matter hereof; and there are no conditions to this Agreement which are not expressed herein. No terms which may be contained in any of Buyer's purchase order, acknowledgment or other forms or correspondence, whether additional to or different from those in this Agreement, shall be of any force or effect with respect to the subject matter hereof.

4.3 Neither party shall assign or transfer this Agreement, or its rights or obligations under this Agreement, in whole or in part, voluntarily or by operation of law, without the prior written consent of the other party, and any attempted assignment or transfer without such consent shall be void and without effect.

4.4 No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, shall not constitute a consent to, waiver of, excuse of any other different or subsequent breach.

4.5 In the event that any of the provisions of this Agreement shall be held to be illegal, invalid or unenforceable as a matter of law, the same shall not invalidate this Agreement which shall be construed as if not containing such provision and the rights and obligations of the parties shall be construed and enforced as if a commercially reasonable provision had been substituted in place thereof, consistent with the undertakings of the parties hereto.

4.6 This Agreement may be executed by facsimile or electronic signatures and in one or more counterparts. Each such counterpart shall be considered an original and all of such counterparts shall constitute a single agreement binding all the parties as if all had signed a single document.

The shelter Lifting Hardware, which includes bolts and brackets to be provided for buyers use.



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Following delivery and offload, lifting brackets to be mailed to Cellsite Solutions, LLC (Cedar Rapids, IA) at buyer's expense;  
 Exact Shipping Address:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Lats: \_\_\_\_\_ Longs: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement by their duly authorized agents as of the date first above written.

COUNTY OF SOLANO  
 ("BUYER")

CELLSITE SOLUTIONS, LLC  
 ("SELLER")

By: \_\_\_\_\_

By: *Mat Hennings* \_\_\_\_\_

Printed Name: **Bill Emlen** \_\_\_\_\_

Printed Name: **Mat Hennings** \_\_\_\_\_

Title: **County Administrator** \_\_\_\_\_

Title: **CFO** \_\_\_\_\_

Date: \_\_\_\_\_

Date: **Nov 22, 2024** \_\_\_\_\_



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