

347-2025

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 25

In the County Commission of said county, on the 15th day of July 20 25

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Change Order for New Vehicle Storage & Facility Improvements at Boone County Road & Bridge Facility.

It is further ordered that Commissioner Janet Thompson is hereby authorized to sign said Agreement.

Done this 15th day of July 2025.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Kip Kendrick*  
Kip Kendrick  
Presiding Commissioner

*Justin Aldred*  
Justin Aldred  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

## CHANGE ORDER

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PROJECT:

New Vehicle Storage & Facility Improvements at  
Boone County Road & Bridge Facility on Tom Bass  
Road, Bid Number 38-09DEC21

CHANGE ORDER NUMBER: **37**

DATE OF ISSUANCE: 7/14/2025

CONTRACT DATE: 1/25/2022

OWNER:

Boone County Commission  
Boone County Government Center  
801 E. Walnut, Rm 333  
Columbia, MO 65201-7732

PWA PROJECT NUMBER: 201907

TO CONTRACTOR:

Curtiss-Manes-Schulte, Inc.  
1211 Business 54 South  
Eldon, MO 65026

ARCHITECT:

PWArchitects, Inc.  
2120 Forum Blvd., Ste. 101  
Columbia, MO 65203

### Change Order Number 37:

The Contract is changed as follows:

Add the attached flooring material change requested by the Owner, as indicated in the attached Proposal #41 dated March 18, 2025.

This Change Order represents a maximum total amount that is authorized to complete the work indicated. Where any condition exists that will cause expenditure in excess of the cost authorized the Contractor will notify the Owner's Representative immediately for instructions.

The attached Proposal #41 from Curtiss-Manes-Schulte dated March 18, 2025, represents costs based on the scope identified on the above documents.

The Contract Time extension for this Change Order shall be as follows:

- 477 days are added to extend the Contract Period from April 11, 2024 to July 31, 2025. This is necessary due to the amount of time needed for the building systems design of this proposal, pricing of the work of this proposal, and the Owner's internal approvals for the work of this proposal.
- 183 days are added for the duration of the construction work of this proposal.
- **660 total days are hereby added for the Contract Time extension for this Change Order. The new Contract Completion Date is February 1, 2026.**

Upon inspection of the buildings and work in this project by the Authorities Having Jurisdiction, they determined an automatic sprinkler system is required to be provided for the Vehicle Storage Facility. This proposal adds an automatic sprinkler system to that facility and the related work for the system.

The Owner elected to also add an emergency backup generator to this facility in this Change Order, due to the essential nature of this facility to the Owner's operations. This is an optional inclusion and is not required to satisfy code or the Authorities Having Jurisdiction for this project.

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**Not valid until signed by the Owner, Architect and Contractor.**

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The original Contract Sum was	\$ 4,079,829.00
Net change by previously authorized Change Orders	\$ 821,236.94
The Contract Sum prior to this Change Order was	\$ 4,901,065.94
The Contract Sum will be Increased/Decreased-by this Change Order in the amount of	\$ 262,964.00
The new Contract Sum including this Change Order will be	\$ 5,164,029.94
The Original Contract Time for the project was	808 days
Contract Period for Construction is Increased/Decreased by	660 days
New Contract Period for New Building and Site	1,468 days
Contract Completion Date is	February 1, 2026

ARCHITECT  
Architect's Agent  
Erik Miller, AIA, CDT  
Principal, PWA Architects, Inc.

BY 

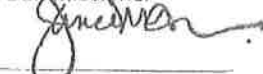
DATE 07-14-2025

CONTRACTOR  
Curtiss-Manes-Schulte, Inc.  
Bob Brown  
Director of Operations

BY 

DATE 7/14/2025

OWNER  
Boone County, Missouri  
Janet M. Thompson  
District II Commissioner

BY 

DATE 7/15/2025

OWNER'S REPRESENTATIVE  
Boone County Road & Bridge  
Greg Edlington  
Director

BY 

DATE 7/15/25

348 -2025

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 25


In the County Commission of said county, on the 15th day of July 20 25

the following, among other proceedings, were had, viz:


Now on this day, the County Commission of the County of Boone does hereby approve the attached Surplus Disposal form submitted by the Purchasing Department.

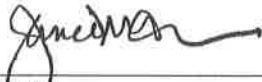
Done this 15th day of July 2025.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/30/2025

FIXED ASSET TAG NUMBER: 00017545

DESCRIPTION: CYBERNETIC CY-ISAN-V8/T16  
BACKUP APPLIANCE

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: Trade In value \$8,446.35

CONDITION OF ASSET: HARDWARE AND MEMORY REMOVED

REASON FOR DISPOSITION: RETURNED TO VENDOR

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: \_\_\_\_\_

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: INFORMATION TECHNOL SIGNATURE: [Signature]

RECEIVED

JUL 07 2025

BOONE COUNTY  
AUDITOR

### AUDITOR

ORIGINAL ACQUISITION DATE 2011/03/01

G/L ACCOUNT FOR PROCEEDS 1190-3835 F

ORIGINAL ACQUISITION AMOUNT 18,645.12

ORIGINAL FUNDING SOURCE 2731, 2743

ACCOUNT GROUP 1603

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

     TRANSFER      DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

     TRADE           AUCTION           SEALED BIDS

     OTHER      EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 348-2025

DATE APPROVED 7.15.2025

SIGNATURE [Signature]

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 25

In the County Commission of said county, on the 15th day of July 20 25


the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve a Contract Amendment with Superior, LLC, n/d/a CentralSquare Technologies, LLC for a credit of \$22,800.00 for development & conversion modifications.

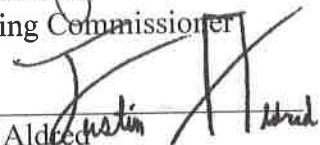
The terms of the contract amendment are set out in the attached contract amendment and the Presiding Commissioner is authorized to sign the same.

Done this 15th day of July 2025.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



5551 S. Tom Bass Road  
Columbia, MO 65201  
Phone: (573) 886-4391

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## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Melinda Bobbitt, CPPB, CPPO  
**DATE:** March 28, 2025  
**RE:** Amendment #15 to Contract C000016 (bid # 03-13APR17) - ERP System Selection Project

Contract C000016 (bid #03-13APR17) - ERP System Selection Project was approved by commission for award to Superion, LLC, n/k/a CentralSquare Technologies, LLC on July 25, 2019, commission order 308-2019.

Amendment #15 provides a credit from Central Square's invoice 247076-MH for \$22,800 for development & conversion modifications.

cc: Julia Lutz, Kari Hoehne, Victoria Walter - IT / Contract File

**CONTRACT AMENDMENT NUMBER 15  
ERP SYSTEM SELECTION PROJECT**

The Purchase Agreement for ERP System Selection Project (the "Agreement") C000016 (03-13APR17) dated the 25th day of July 2019 made by and between Boone County, Missouri and **Superion, LLC, n/d/a CentralSquare Technologies, LLC** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

**I. Descope Services per quote Q-00019178 as follows:**

**SOFTWARE: FINANCE ENTERPRISE**

<u>Description of Services:</u>	<u>Qty.</u>	<u>Unit Price</u>	<u>Total</u>
1. Development & Conversion Modifications	-142.5	\$160.00	-\$22,800.00

Except as specifically amended hereunder, all other terms, conditions, provisions and prices of the original agreement shall remain in full force and effect.


IN WITNESS WHEREOF the parties, through their duly authorized representatives have executed this agreement on the day and year first above written.

**SUPERION, LLC**

**BOONE COUNTY, MISSOURI**

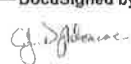
n/d/a **CENTRALSQUARE TECHNOLOGIES, LLC** by: Boone County Commission

DocuSigned by:  
  
 DOE45FA2938A4EB...  
 by \_\_\_\_\_  
 title Chief Revenue Officer  
 \_\_\_\_\_

DocuSigned by:  
  
 57400BED96434D4...  
 \_\_\_\_\_  
 Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:  
  
 7D71DEAE89D74DD...  
 \_\_\_\_\_  
 CJ Dykhous, County Counselor

Signed by:  
  
 D267E242BF8948C...  
 \_\_\_\_\_  
 Brianna L. Lennon, County Clerk

**AUDITOR CERTIFICATION:**

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by:  
  
 EB91DB24AAAC49D...  
 \_\_\_\_\_

7/7/2025

No encumbrance required

Signature

Date

Appropriation Account





# Invoice

Invoice No  
247076-MH

Date  
8/27/2019

Page  
1 of 1

Superior, LLC, a CentralSquare Company  
1000 Business Center Drive  
Lake Mary, FL 32746  
www.centalsquare.com  
Toll free 800-727-8088

Billing Inquiries: Accounts.Receivable@centalsquare.com

**Bill To**  
Boone County (PA) , MO  
801 East Walnut  
Room 220  
Columbia MO 65201  
United States

**Ship To**  
Boone County (PA) , MO  
2121 County Drive  
Columbia MO 65202  
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
16717	Boone County (PA), MO		USD	Net 45	10/11/2019

Description	Units	Rate	Extended
Contract No. Q-00019178			
1 ONESolution Finance Forms Development - 50% Due Upon Execution of Contract 00019178	1	\$24,240.00	\$24,240.00
2 ONESolution Development PA - Interface Development - 50 % Due Upon Execution of Contract 00019178	1	\$51,600.00	\$51,600.00
3 ONESolution Development PA - Modifications - 50 % Due Upon Execution of Contract 00019178	1	\$22,800.00	\$22,800.00
4 ONESolution Development PA - Conversion Development - 50 % Due Upon Execution of Contract 00019178	1	\$18,560.00	\$18,560.00
5 ONESolution Development PA - Report Development - 50 % Due Upon Execution of Contract 00019178	1	\$40,000.00	\$40,000.00
6 ONESolution Development PA - Workflow Development - 50 % Due Upon Execution of Contract 00019178	1	\$40,000.00	\$40,000.00

*credit*

**Please include invoice number(s) on your remittance advice, made payable to Superior, LLC**  
ACH / EFT:  
Routing Number 0710-000-39  
Account Number 81880-15335  
Bank of America (Phone 800-432-1000)  
E-mail payment details to: Accounts.Receivable@centalsquare.com

**Check:**  
12709 Collection Center Drive  
Chicago, IL 60693

Subtotal	\$197,200.00
Tax	\$0.00
Invoice Total	\$197,200.00
Payments Applied	\$0.00
Balance Due	\$197,200.00

RECEIVED SEP 06 2019



2.12. 3rd Party Software and Services

The following 3rd party software and service providers that are identified in the Agreement are further described in this SOW. Superion will coordinate all services provided by these 3rd parties. The required services to implement the solution are included in the Superion agreement.

- Time Clock PLUS

*Re Scope*

2.13. Software Modifications

Superion is including the following software modifications in this SOW.

Module	Spec #	Description	Estimated Hours
Human Resources	3	Ability to integrate position request with Budget module for development of personnel budget.	100
	4	Ability for the position requisition function to integrate to the Payroll and Human Resources functions to create a position, upon approval of the requisition.	100
	251	Ability to categorize training as required (i.e., sexual harassment training), strongly encouraged and optional.	10
	252	Ability to flag a class as a requirement for various certificate programs (e.g. CDL, ESDP or ICMA).	10
	291	Accommodations - free form text field for accommodations provided	10
	397	Recommended merit increase	10
	398	Actual merit increase	10
	399	Reason for more/less than recommended increase	10
	401	Ability to track exit activities, including return of County material assignments, exit interview results, etc.	25
<b>Total</b>			<b>285</b>



**Assumptions:**

- Superion and Customer will complete detailed discovery and specifications for each system modification prior to any development work commencing.
- Modifications will only be delivered as part of a major release of the Superior Finance software.
- Modifications will be delivered prior to the scheduled user acceptance testing of each phase.

<b>CENTRAL SQUARE</b>									
<b>Change Order</b>									
<input type="checkbox"/> For Go Live <input type="checkbox"/> Decommission <input type="checkbox"/> Cancelation <span style="float: right;">Date: 4/9/2025</span>									
<b>General &amp; Client Information</b>									
Agency/Entity Name: Boone County, MD	Bill to:								
Solution Type: Finance Enterprise									
Original Contract #: 0-00191178									
Change Order #: 28-121806									
Client Contact: Karl Hoehne	Bill to:								
Contact Phone: (571) 858-7231									
Contact Email Address: k.hoehne@boonecountymd.org									
Credit Terms: net-30									
Account Executive:									
Project Manager: Andrea Lopez									
<b>Project Products &amp; Services Change Summary</b>									
Item Type: Services	Product Group: Finance Enterprise	Item Description: Development & Conversion Modifications	Original Qty: 285	Qty Change +/-: -142.0	Updated Qty: 143.0	Unit Price: \$ 160.00	Qty/Unit \$: \$ (22,800.00)	Discounts:	Extended Price: \$ (22,800.00)
Total: \$ (22,800.00)									
<b>Project Payment Terms:</b> Payment due in full 30 days from date of invoice.		Remove from contract. Customer is absolved of the obligation to pay balance on terminated unbilled services.							
Total: \$ (22,800.00)									
Total Payments: \$ (22,800.00)									
<b>Summary Information &amp; Project Notes</b>		Send Purchase Order to: Account Management  Send Payments to: CentralSquare Technologies, LLC 12709 Collection Center Drive Chicago, IL 60693							
Issued by:									
Contact info:									
<b>Terms and Conditions</b>		The Client is responsible for approving and executing this Change Order within five (5) business days of receipt. If Client rejects this Change Order, Client must provide written notice detailing the reason(s) why this Change Order is not approved. If Client does not execute, or provide rejection notice, within five (5) business days, this Change Order will be deemed accepted. Acceptance of this Change Order will close out the deliverable(s), milestone(s), and/or project, as applicable.							
		By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate this change order, check the appropriate box below and, either, (i) attach a copy of this change order to your purchase order when it is remitted to CentralSquare, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice for this change order, sign below and email this change order to your account manager to indicate your acceptance.							
		<input type="checkbox"/> Purchase Order required and attached, reference PO# _____ on invoice <input type="checkbox"/> No Purchase Order required to invoice							
		Please check one of the following: <input type="checkbox"/> I agree to pay any applicable sales tax. <input type="checkbox"/> I am tax exempt. Please contact me if CentralSquare does not have my current exempt information on file.							
<b>Accepted for Client</b>									
		Boone County, MD Client Agency/Entity Name <b>Karl Hoehne</b> Print Name Client Authorized Representative					Title   Date		
		Signature Client Authorized Representative							

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 25

County of Boone

} ea.

In the County Commission of said county, on the 15th day of July 20 25

the following, among other proceedings, were had, viz:

Now, on this day the County Commission of the County of Boone does hereby approve Contract C001016 (062421-SWP) with SCA of MO, LLC for the purchase of Street Sweeping Services.

The terms of the agreement are set out in the attached contract, and the Presiding Commissioner is authorized to sign the same.

Done this 15th day of July 2025.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Kip Kendrick*  
Kip Kendrick  
Presiding Commissioner

*Justin Alfred*  
Justin Alfred  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Amy Gerskin**  
Buyer



5551 S. Tom Bass Rd.  
Room 205  
Columbia, MO 65201  
Phone: (573) 886-4393  
[agerskin@boonecountymo.org](mailto:agerskin@boonecountymo.org)

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## MEMORANDUM

TO: Boone County Commission  
FROM: Amy Gerskin  
DATE: June 24, 2025  
RE: Sourcewell Cooperative Contract # 062421-SWP – for Street Sweeping Services – Term & Supply

The Boone County Purchasing Department requests permission to utilize the Sourcewell cooperative contract 062421-SWP – Facilities Maintenance Services for Street Sweeping Services with Sweeping Corporation of America doing business as SCA of MO, LLC. The Resource Management Department plans to use this contract on an as-needed basis with a budgeted amount of \$50,000.00 set aside for 2025.

The Boone County contract number is C001016. The contract expiration date is August 8, 2026. Payments will reference department 2041 – R&B RM Road Infrastructure Rehabilitation/Preservation, account 71100 – Outsourced Services.

cc: Contract File

**PURCHASE AGREEMENT  
FOR  
STREET SWEEPING SERVICES – TERM & SUPPLY**

**THIS AGREEMENT, C001016** dated the 15th day of July 2025, is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **SCA of MO, LLC, a subsidiary of Sweep America Intermediate Holdings, LLC, herein “Vendor.”**

**IN CONSIDERATION** of the parties’ performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** – This agreement shall consist of this Purchase Agreement with **SCA of MO, LLC** to furnish and deliver **Street Sweeping Services as-needed, when-needed**, compliant with all bid specifications and any addendum issued for the Sourcwell contract **062421-SWP**, Boone County Insurance Requirements, Work Authorization Certification, as well as Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specifications and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Standard Terms & Conditions and the Sourcwell contract **062421-SWP** shall prevail and control over the vendor’s bid response.
2. **Contract Duration** – This agreement shall commence on the **Date of Award, and extend through August 8, 2026**, subject to the provisions for termination specified below.
3. **Purchase** – The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with **Street Sweeping Services on a Term & Supply basis as-needed if-needed**. Service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor’s bid response, as needed and as ordered by County.
4. **Delivery** – Contractor shall deliver furniture FOB Destination to the ordering County location and as set forth in the bid documents and per posted lead times.
5. **Billing and Payment** – All billing shall be invoiced to the Boone County Road and Bridge Department. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor’s bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
  - a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
  - b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or

- c. Termination for Convenience – Either party may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the other party, or
- d. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties, through their duly authorized representatives, have executed this agreement on the day and year first above written.

SCA of MO, LLC

BOONE COUNTY, MISSOURI

by DocuSigned by:  
*Brad Baker*  
D081C5B895034FD...

by: Boone County Commission

title Regional Vice President - West

DocuSigned by:  
*Kip Kendrick*  
57400BED96434D4...

Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:  
*CJ Dykhuse*  
7D71DEAEB9D74DD...

CJ Dykhuse, County Counselor

Signed by:  
*Brianna L. Lennon*  
D267E242BFB948C...

Brianna L. Lennon, County Clerk

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by:  
*Kyle Rieman*  
by *KR*  
E3D6F2FD3CE04B1... 7/7/2025 2041/71100 – Term and Supply

Signature

Date

Appropriation Account



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 25

County of Boone

} ea.

In the County Commission of said county, on the

15th

day of July

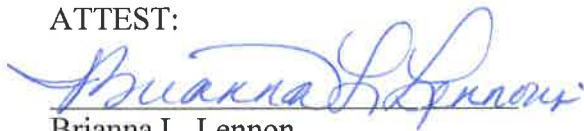
20 25

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Consultant Services Agreement with Midwest Engineering for final design for replacement of bridge #BR0130002 on King Road over Sugar Creek.


Done this 15th day of July 2025.

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner



# Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER

801 E. WALNUT ROOM 315

COLUMBIA, MISSOURI 65201-7730

PLANNING (573) 886-4330 ★ INSPECTION (573) 886-4339 ★ ENGINEERING (573) 886-4480

FAX (573) 886-4340

**BILL FLOREA, DIRECTOR**

**JEFF MCCANN, CHIEF ENGINEER**

---

## MEMO

**DATE:** July 2, 2025  
**TO:** Boone County Commission  
**FROM:** Jeff McCann, P.E., Chief Engineer, Boone County Resource Management  
**RE:** Recommendation for Final Design Contract  
King Road Bridge Over Sugar Creek Replacement Project BR#0130002

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King Road is a dead-end gravel road with access to State Route F in northwestern Boone County. The existing bridge over Sugar Creek is a one-lane, wooden deck and steel beam structure that was constructed in 1925. The bridge is load restricted to 5 tons and it is on the MoDOT poor bridge listing which currently qualifies it for Soft Match Credit. It also has poor alignment with both the creek and the road. The bridge provides access to a 60 acre parcel and a 158 acre parcel. The owner of the 158 acre parcel has indicated he plans to build a single-family home for himself and possibly another home for his son in the near future.

Boone County hired Midwest Engineering Group, LLC in March 2025 to complete a Preliminary Engineering Study for the removal and replacement of the King Road bridge. The study evaluated four conventional bridge options with estimated construction costs ranging from \$600,000 to \$770,000 and a low-water bridge option estimated at \$540,000.

The low-water bridge, Option 4, is the least expensive, but it will be frequently overtopped and will likely require frequent maintenance to remove sediment and debris that collects on and under the bridge deck. Conventional bridge Option 5 is the second most expensive at \$740,000 but it corrects the poor alignment with the creek and the road, and the bridge deck elevation will be set at or above the 25-year storm recurrence interval to reduce long-term maintenance costs.

Our recommendation is to approve the proposed Midwest Engineering Group, LLC final design contract for the conventional bridge Option 5.

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 15th day of July, 2025, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

Consultant Name: Midwest Engineering Group LLC 25 N Main St, Suite A, Sapulpa, OK 74066

Project/Work Description: Final design and construction administration/observation for replacement of bridge # BR0130002 on King Road over Sugar Creek.

Proposal Description: Final design for removal and replacement of Bridge # BR0130002 on King Road over Sugar Creek and construction administration/observation, both as more fully outlined in the attached proposal under scope of basic services.

Modifications to Proposal: Fees and expenses shall not exceed \$97,000 for the final design and \$12,000 for the construction administration/observation without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Resource Management Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall be in accordance with the approved proposal and any approved modification to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict between the proposal approved herein and the General Consultant Services Agreement, or the inclusion of additional terms in the Consultant's proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services Agreement shall control unless this Approval of Proposal indicates agreement with a specific term or terms of Consultant's proposal not found in the General Consultant Services Agreement.

MIDWEST ENGINEERING GROUP LLC

BOONE COUNTY, MISSOURI

Signed by: [Signature]
By: [Signature]
Title: Project Engineer
Dated: 7/7/2025

DocuSigned by: [Signature]
By: [Signature]
Presiding Commissioner
Dated: 7/9/2025

APPROVED AS TO FORM:

ATTEST:

DocuSigned by: [Signature]
County Attorney

Signed by: [Signature]
Brianna L. Lannon
County Clerk

APPROVED:

Certification:

Signed by: [Signature]
Bill Florin
Resource Management Director

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriations sufficient to pay the costs arising from this contract.

DocuSigned by: [Signature]
Kyle Rieman
7/8/2025
Auditor Date



June 26, 2025

VIA EMAIL

Boone County Commission  
 Boone County Government Center  
 801 E. Walnut St., Room 333  
 Columbia, MO 65201

MEG PN: 2025-BooneCo-04-0022

**RE: Boone County - Remove and Replace Bridge No. 0130002 on King Road over Sugar Creek  
 Letter Agreement for Professional Services – Final Design**

Thank you for considering Midwest Engineering Group, LLC as “Engineer” to provide professional services to Boone County, Missouri designated as “Owner” in connection with the above listed project. A detailed description of our proposed services is identified in this letter agreement.

Our firm is qualified, ready, and able to provide the needed engineering and support services in accordance with industry standards. Should the Owner desire that Engineer provide Additional Services beyond those that are identified as Basic Services, see our current standard hourly billing rates, which are included in the General Consultant Services Agreement.

Owner agrees to provide all necessary information for the performance of services by Engineer within a reasonable amount of time after it is requested and the Engineer will be given timely access to the project site, as necessary, to complete the agreed upon services.

The following individuals are designated as primary project representatives for Owner and Engineer. These individuals shall be the primary point of contact and shall receive all project correspondence or notices.

Engineer	Owner
Midwest Engineering Group, LLC	Boone County, Missouri
Dustin Berry, P.E.	Jeff McCann, P.E., Chief Engineer
201 W Switzler St, Suite 3	801 E. Walnut Street, Room 315
Centralia, MO 65240	Columbia MO 65201
Phone: 660-676-8202	Phone: 573-886-4478
Email: <a href="mailto:dberry@midwest-engineers.com">dberry@midwest-engineers.com</a>	Email: <a href="mailto:JMcCann@boonecountymmo.org">JMcCann@boonecountymmo.org</a>

This letter agreement, along with the General Consultant Services Agreement of the current year with Owner, represent the entire understanding between Owner and Engineer concerning this project. Should you have questions about this agreement, please contact us so that we may address your concern. If these documents satisfactorily set forth our understanding, please include this agreement with the signed Owner’s approval form for this project and return to us. Engineer will schedule and begin performing services after receipt of your signed acceptance of this agreement. We will perform these services with reasonable diligence consistent with sound professional practice. Our proposal is open for acceptance for 60 days from letter agreement date on page 1.

Boone County, Missouri

June 26, 2025

Page 2

Our compensation for completing services under this agreement will be a comprehensive fee for Basic Services, as described herein, which include reimbursable expenses. Our compensation for completing any Additional Services, also described herein, will accrue on an hourly basis in accordance with our Hourly Rate Schedule, which is included in the General Consultant Services Agreement of the current year, and in effect at the time services are performed, plus reimbursable expenses.

Reimbursable expenses (which are out-of-pocket expenses such as printing, vehicle mileage, delivery charges, title work, filing fees, or application fees, etc.) will be invoiced at actual cost plus ten percent (10%) to cover administrative overhead.

Owner will be invoiced monthly, based on the progress that has occurred in completing the Basic Services and any Additional Services. All invoices are due and payable on receipt and will be considered past due if payment is not received on-time. The attached T&C describes past due date, interest charges for late payment and related matters. The Engineer retains the right to cease performing its services until satisfactory arrangements are made to settle any late account.

We appreciate this opportunity to provide our proposed services and look forward to working with you on this project. If questions should arise after you review this letter, please call me at the phone number identified above.

**SEE "APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES" LETTER FOR APPROVAL SIGNATURES.**

Boone County, Missouri  
June 26, 2025  
Page 3

### BASIC SERVICES SUMMARY

Attached to and made a part of the Agreement for Professional Services by and between Owner and Engineer in respect to the "Boone County - Remove and Replace Bridge No. 0130002 on King Road over Sugar Creek". This project includes the final design phase of Option 5 from the preliminary study recommendations, which has been selected by the Boone County Resource Management (BCRM).

### SCOPE OF BASIC SERVICES

For the compensation outlined in this Agreement, Engineer will perform the following professional services. Services not detailed within the Scope of Basic Services are specifically excluded from the scope of Engineer's services and Engineer assumes no responsibility to perform any services not specifically listed.

#### Design-Final:

**Lump Sum Cost: \$97,000.00**

1. Survey topography, property lines/right-of-way/easements, utilities, hydraulic drainage cross sections, section tie/s, and set benchmarks & control points.
2. Prepare right-of-way/easement legal descriptions for "Owner" to acquire & record.
3. Investigate geotechnical subsurface (1 boring) and perform Lead & Asbestos testing.
4. Provide hydraulic, structural and site design for Option 5 of Preliminary Study(4/24/2025).
5. Prepare right-of-way/easement legal descriptions and drawing for Owner's use in right-of-way/easement acquisition.
  - a. Owner to negotiate/acquire/record right-of-way/easements.
6. Prepare drawing showing utilities for Owner's use in utility coordination.
  - a. Owner to coordinate/negotiate necessary utility relocations, if applicable.
7. Prepare a preliminary drawing set for review and necessary permit applications, which may include; (USACE(404), MDNR(401), SHPO (Section 106), Floodplain, Hazard Waste, USFW/MDC (T&E Species).
8. Prepare final Plans and Technical Specifications based on Owner review.
  - a. Final Plans and Technical Specifications to conform to Owner/MoDOT LPA design standards.
9. Provide an Engineering Estimate prior to advertisement for bid comparison.
10. Includes two trips for review meetings and/or site visits.
11. Prepare documents for a MoDOT National Bridge Inventory submittal.
12. Prepare design phase documents per MoDOT's Soft-Match Credit checklist (EPG 136.3.10.7).
13. Prepare & submit bidding documents to Owner for plan room advertisement and distribution.
  - a. Owner to advertise, attend bid letting, prepare bid tabulations, award bidder.
14. Prepare and process up to (2) addendums during the bidding process.
15. Includes reimbursable expenses for Design Phase:
  - a. mileage at IRS rate, prints, shipping, application fees, etc.
16. Design Fee Breakdown, including subcontractors:
  - a. Design (Engineer): \$70,000
  - b. Survey (CMPS): \$17,000
  - c. Geotechnical (Terracon): \$8,000
  - d. Lead/Asbestos (Terracon): \$2,000

Boone County, Missouri  
June 26, 2025  
Page 4

**Construction Administration/Observation:**

**Hourly Not-to-Exceed Cost: \$12,000.00**

1. Review contractor submittals, certifications, RFI's, pay applications, shop drawings, load rating summary and change orders per Owner's request.
  - a. Owner to perform Preconstruction meeting, contract execution & notice to proceed.
2. Provide project assistance by phone or by site visit for construction inquiries, contractor inquiries, site inspections, concrete testing, or material acceptance per Owner request.
3. Perform a semi-final and final inspection of the project with Owner.
4. Prepare as-built construction documents using Owner provided field observation documentation.
5. Prepare construction phase documents per MoDOT's Soft-Match Credit checklist (EPG 136.3.10.7) and submit required documents to MoDOT for Soft-Match Credit.
6. Reimbursable expenses for Construction Administration/Observation will be itemized as follows and within Not-to-Exceed Cost shown above.
  - a. Costs plus 10% (printing, shipping, rentals, etc.)
  - b. Current IRS mileage rates

**ADDITIONAL SERVICES**

If agreed to by the Owner and Engineer, we will provide Additional Services. Additional Services are those not included as part of the Scope of Basic Services and shall be paid for by the Owner in addition to payment for Basic Services, in accordance with Engineer's then current hourly rate schedule, in effect at the time that such services are rendered, or as otherwise agreed to by the Owner and Engineer, typically through an addendum. Costs shown below are estimated, for budgeting purposes only.

Additional Engineering

Budget: \$ Hrly \_\_\_\_\_

1. Hourly per approved Hourly Rate Schedule for additional meetings or changes in above scope of basic services.

Reimbursable Expenses

Budget: \$ \_\_\_\_\_

1. Other Out-of-Pocket Expenses included additional reimbursable expenses due to additional services added to project.

Boone County, Missouri  
June 26, 2025  
Page 5

### **EXCLUDED SERVICES**

In addition to the Basic Services outlined above, below is an additional list of services the Engineer typically provides when they are deemed necessary or advisable, based on project scope. The Owner has declined to include such services in this Agreement and has decided to obtain those services from another source or to forgo those services. At this time, the following services are therefore excluded from this agreement.

Excluded Services include:

Bid Phase:

Advertising and distribution services via planroom,  
bid letting, tabulation and notice of award,  
preconstruction conference and contract/notice to proceed preparation/execution.

Construction Phase services not listed above:

Material testing,  
Full-time construction inspector, material installation  
Quantity tracking and progress meetings.

Stormwater pollution prevention plan (SWPPP)

Environmental report

Land acquisition

Landowner meetings & negotiations

Easement & right-of-way acquisition & recording

Archeological study

Utility relocation agreements & coordination

### **SERVICES and DATA PROVIDED BY OTHERS**

Below is a list of services and data that will be provided by other than the Engineer to complete the project. At this time, the following services and data are therefore excluded from this agreement.



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 25

County of Boone

} ea.

In the County Commission of said county, on the

15th

day of July

20 25

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Budget Amendment for Department 4130 to cover owner's cost.

Done this 15th day of July 2025.

ATTEST:

*Brianna L. Lennon*

Brianna L. Lennon  
Clerk of the County Commission

*Kip Kendrick*  
Kip Kendrick  
Presiding Commissioner

*Justin Aldred*  
Justin Aldred  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

JUL 02 2025

BOONE COUNTY  
AUDITOR

### BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

6/26/25  
EFFECTIVE DATE

#### FOR AUDITORS USE

(Use whole \$ amounts)  
Transfer From      Transfer To  
Decrease            Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
4130	71231	LE Training Ctr Construction	Owner Costs		290,043
				-	290,043

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

2025 BA #1 - To increase the owner costs budget for the items on the following spreadsheet.

Aaron Neugarten  
Requesting Official

#### TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- A fund-solvency schedule is attached.
- Comments: Cover Class 7

Agenda

[Signature]  
Auditor's Office

Justin Howard

[Signature]

PRESIDING COMMISSIONER

DISTRICT I COMMISSIONER

DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 6 days public notice of the Public Hearing. NOTE: The 10-day period may not be waived.
- The Budget Amendment may not be approved prior to the Public Hearing

\*ADS will increase price if we don't have a PO in place by noon 06/26/25

QUOTE	PRICE	VENDOR	LOCATION	PO #	DEPT 4130 BA #1	DEPT 4131
EST0017629	\$ 136,277.20	American Digital Security (ADS)	BCSO Training Center	2025-184	\$ 136,277.20	
NO quote	\$ 16,198.52	American Digital Security (ADS)	BCSO Training Center			
Q-256612-20250623-1627	\$ 99,998.00	Cummins	BCSO Training Center		\$ 99,998.00	
Q-386907-20250624-0947	\$ 78,550.00	Cummins	Child Care Center			\$ 78,550.00
	3223 \$ 9,135.50	Alarm Communications Center (ACC)	BCSO TC & Shoot House		\$ 9,135.50	
	\$ 37,500.00	Steel-Nett LLC	BCSO TC		\$ 37,500.00	
Invoice #57120	\$ 7,131.64	Boone Electric	BCSO RTC		\$ 7,131.64	
					\$ 290,042.34	\$ 78,550.00 REQUESTED 06/27/25
	\$ 384,790.86					

GENLSCR BOONE GENERAL LEDGER INQUIRY MAIN SCREEN , 7/01/25, 15:48:44  
 Year 2025 Opening Balance 11,354,514.72  
 Fund 413 LETC & CCC CONSTRUCTION PROJCT Actual YTD Credits 4,441,895.19  
 Acct 1000 CASH & INVEST IN TREASURY Actual YTD Debits 2,716,718.42  
 Account Type A ASSET  
 Normal Balance D DEBIT Current Balance 9,629,337.95

Period	Debits	Credits	Current Balance
January	<u>15,998.35</u>		<u>11,370,513.07</u>
February	<u>27,633.39</u>	<u>263,424.00</u>	<u>11,134,722.46</u>
March	<u>49,829.93</u>	<u>547,372.75</u>	<u>10,637,179.64</u>
April	<u>28,320.30</u>	<u>611,329.44</u>	<u>10,054,170.50</u>
May	<u>48,434.95</u>	<u>968,699.00</u>	<u>9,133,906.45</u>
June	<u>2,546,501.50</u>	<u>2,051,070.00</u>	<u>9,629,337.95</u>
July			<u>9,629,337.95</u>
August			
September			
October			
November			
December			
Post Closing			

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions



**June 23, 2025**

Prepared by  
 Corey Milam  
 Senior Sales Executive - PG  
 (417) 988-0781  
 corey.milam@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	DQDAA, Genset, Configurable Diesel – <b>250kW</b> U.S. EPA, Stationary Emergency Application Listing - UL 2200 Enclosure Color - Green, Steel Duty Rating - Standby Power (ESP) Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor Voltage - 277/480, 3 Phase, Wye, 4 Wire Alternator - 60Hz, 12 Lead, Limited Range, 80C Standby/Increased Motor Starting (IMS) <b>Steel Weather Protective Enclosure</b> , with Exhaust System Fuel Tank - Sub Base, <b>1420 Gallon</b> , UL142 Compliant Listing, ULC - S601 - 07 Fuel Tank - Dual Wall, Sub Base, <b>72 Hour Minimum Capacity</b> Fuel Water Separator Control Mounting - Left Facing PowerCommand 2.3 Controller Control Display Language - English Circuit Breaker or Entrance Box or Terminal Box - Right Only Terminal Box - Low Voltage, Left - None Circuit Breaker - 400A, Right Circuit Breaker on Right side, 3 - Pole, UL 600, IEC 690 100% Load Connections Left Side - None Circuit Breaker or Entrance Box - Bottom Entry, Right Side Engine Governor - Electronic, Isochronous Engine Starter - 24 Volt DC Motor Engine Air Cleaner - Normal Duty Battery Charging Alternator External Battery Charger - 12 Amp, Regulated Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted Shutdown - Low Coolant Level Engine Coolant - 50% Antifreeze, 50% Water Mixture Coolant Heater - 120V, Single Phase Engine Oil Genset Warranty - 2 Years Base Literature - English Packing - None, Base Mounted Housing	1



**Project: Boone Co Sheriff's Training Center**

2	Annunciator-panel mount with enclosure (RS485)	1
3	OTECC, OTEC Transfer Switch-Electronic Control: <b>600A</b> Listing - UL 1008/CSA Certification Application - Utility to Genset Cabinet - Type 1 Poles - 4 (Switched Neutral) Frequency - 60 Hz System - 3 Phase, 3 or 4 Wire Voltage - 480 Volts AC Genset Starting Battery - 24V DC PC40 Control Interface - Communications Network, MODBUS RTU Module Relay - Elevator Signal Transfer Switch Warranty - 2 Year Comprehensive	1
4	Service - start up & testing	1
5	Owners Training by Certified Cummins Technician	1

**TOTAL: \$99,998.00**

**Quote value does not include any tax.**



**EXCEPTIONS AND CLARIFICATIONS:**

Offloading, rigging/securing, fuel, and all applicable taxes are NOT included. Physical Anchoring, any associated electrical and/or mechanical labor is the responsibility of others. Installation cost, permitting, NDEQ permits, UL2085 Fuel Tanks (if required), conduit, or wiring are NOT included. NETA and Infrared testing and cyber security protocol not included. Coordination Study not provided. Cummins Standard Genset and ATS Lug sizes will be provided. No additional testing is included beyond Cummins standard startup procedures. Unless otherwise specified in the quote Load bank testing is NOT included. Only those items outlined above will be included in this quotation. Any other items or materials added, regardless of specification, are subject to a price review by Cummins.

**START-UP AND CHECK-OUT SERVICE**

Start up services upon the installation of the above equipment by the electrical and mechanical contractors. Start-up services include the use of a trained generator service technician for testing of the equipment supplied and general operating instructions to the owner/personnel. These services will be performed during normal business hours, Monday through Friday 7:30 am to 5:00 pm. Recommend five-day notice to schedule start-up. Contractor needs to ensure that all engine and electrical systems are installed and connected to enable the system to be tested during the initial start-up and to prevent charges to the contractor for additional trips.

**NOTES:**

Proposal based on request for 250kW generator in WeatherProof enclosure with 600A non service rated transfer switch.

Generator approx. weight: 12,000 lbs

Consideration:

-verify service disconnect available on site for Non-SE rated ATS.

--ATS offered in NEMA 1 enclosure for indoor installation. NEMA 3R outdoor rated enclosure **+\$982.00**

-Offering weatherproof enclosure - sound attenuated enclosure adder **+\$9,685.00**

**LEAD TIME:**

Generator – 19 weeks

ATS – 11 weeks



Project: Boone Co Sheriff's Training Center

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Corey Milam

Corey Milam  
Senior Sales Executive - PG  
(417) 988-0781  
rq571@cummins.com

**SUBMITTALS.** An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

**THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Purchase Order No

<Rest of the page is intentionally left blank>





#### TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

**1. SCOPE.** Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

**2. SHIPPING; DELIVERY; DELAYS.** Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. The purchase of Equipment is a "take or pay" obligation on the part of the Customer, such that Customer is absolutely and irrevocably required to accept and pay for the Equipment if delivery or pick-up of Equipment is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right to invoice the Customer and, upon Cummins' sole discretion, Cummins may either: (i) deliver the Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed one hundred twenty (120) days from the agreed upon delivery date, unless otherwise agreed by Cummins in writing. A storage fee of two thousand five hundred dollars (\$2,500.00) or two percent (2%) of the total quoted amount, whichever is greater, shall be assessed for any Equipment whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Equipment is delayed, deferred, or refused by Customer beyond one hundred twenty (120) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) tow, remove, or otherwise dispose of the unclaimed Equipment in accordance with applicable abandonment laws, and/or (ii) make the Equipment available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies,



equipment or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

**3. PAYMENT TERMS; CREDIT; RETAINAGE.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. All sales are subject to Customer's ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that extending credit terms is no longer commercially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

**4. TAXES; EXEMPTIONS.** Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

**5. TITLE; RISK OF LOSS.** Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

**6. INSPECTION AND ACCEPTANCE.** Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

**7. LIEN; SECURITY AGREEMENT.** Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

**8. CANCELLATION; CHARGES.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, after receipt of a purchase order for a generator already on order with the factory, or after Cummins is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the



scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

**9. TERMINATION.** Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

**10. MANUALS.** Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

**11. TRAINING; START UP SERVICES; INSTALLATION.** Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

**12. MANUFACTURER'S WARRANTY.** Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

**13. WARRANTY PROCEDURE.** Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

**14. LIMITATIONS ON WARRANTIES.**

**THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.** The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

**15. INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.



**16. LIMITATION OF LIABILITY**

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

**17. DEFAULT; REMEDIES.** Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

**18. CUSTOMER REPRESENTATIONS; RELIANCE.** Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

**19. CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

**20. GOVERNING LAW, VENUE, AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

**21. INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.



**22. ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

**23. INTELLECTUAL PROPERTY.** Any Intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing Intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing Intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the Intellectual property rights of Cummins.

**24. PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

**25. TARIFF AND DUTY SURCHARGES.** In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

**26. MISCELLANEOUS.** Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is in writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

**27. COMPLIANCE.** Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.



Project: Boone Co Sheriff's Training Center

28. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



American Digital Security  
 140 Westwoods Dr.  
 Liberty MO 64068  
 United States  
 (816) 415-4237

# Estimate

#EST0017629

06/03/2025

**Bill To**  
 Facilities Security /  
 hhowell105560  
 Boone County Facilities  
 Management  
 613 East Ash St  
 Columbia MO 65201  
 United States

**Ship To**  
 Facilities Security /  
 hhowell105560  
 Boone County Facilities  
 Management  
 613 East Ash St  
 Columbia MO 65201  
 United States

**TOTAL**

**\$136,277.20**

**Expires: 07/01/2025**

<b>Terms</b> Due on receipt	<b>Expires</b> 07/01/2025	<b>PO #</b>	<b>Sales Rep</b> Christopher M Williams	<b>Title</b> Tralning Center	<b>Memo</b>
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Quantity	Item	Options	Rate	Amount
26	<b>40KNKS-00-000000</b> SIGNO 40K,BLK/SLVR,PIG,CRD PFL STD,MA RDY,FMT:ASP10022,WIEG,32-B MSB,EACH,4-B MSG,NOPAR,LEN:13,FC:0,EM:32- B,LED:RED,FLSH:GRN,BZR,KBD:RED,BZR,VIS:ON,SRF:ON,I PM:OFF,VEL:OFF,TAP		\$503.79	\$13,098.54
37	<b>180RS-12-BR</b> STUBBY RECESSED CONTACTS CLOSED LOOP		\$5.40	\$199.80
4	<b>POT-ODC59A</b>		\$17.40	\$69.60
26	<b>DS160</b> Bosch White Request To Exit Motion Detector High Performance Request-to-Exit Passive Infrared Detector		\$114.00	\$2,964.00
2	<b>FPO250-B1002C82D8NL4E8M</b> System, Single anf Dual Voltag Fuse, 120/230 Volt AC, 8 Ampere, 282 Watt, 8 Auxliary Output		\$2,012.29	\$4,024.58
4	<b>DURA12-7F</b> MAINTENANCE-FREE RECHARGEABLE NON-SPILLABLE 12V 7Ah CHARGING INSTRUCTION (AT 20 °C)		\$19.71	\$78.84
2	<b>E8M</b> 36Wx30Hx4.5D		\$1,155.40	\$2,310.80
2	<b>AC-MER-CONT-MP1502</b> MERCURY MP1502 INTELLIGENT CONTROLLER (2 DOORS; 4 READERS; 8 INPUTS; 4 OUTPUTS)		\$1,442.45	\$2,884.90
13	<b>AC-MER-CON-MR52-S3B</b> HID® Mercury™ MR52-S3B Controllor Serial I/O Dual Card Reader Interface; 2-Reader Interface Module - (2 reader: mag; wiegand; 4 reader OSDP; 8 inputs; 6 relays) (Mercury MR52-S3B)		\$748.76	\$9,733.88
7	<b>1006CS-630</b> STRIKE W/SMART PAC III & J,K,N,A,H,T		\$840.00	\$5,880.00
13	<b>5200C-630</b> ELECTRIC STRIKE KIT W/ 501 & 501A OPTION		\$161.16	\$2,095.08



EST0017629



American Digital Security  
 140 Westwoods Dr.  
 Liberty MO 64068  
 United States  
 (816) 415-4237

# Estimate

#EST0017629

06/03/2025

Quantity	Item	Options	Rate	Amount
2	<b>AC-SW-LIC-16RCU-6-P</b> Additional 16 Doors Expansion Software Licenses for Avigilon Access Control Manager Professional; Enterprise; Enterprise Plus & Virtual		\$2,167.50	\$4,335.00
52	<b>ACC7-ENT</b> ACC 7 Enterprise camera channel		\$269.03	\$13,989.56
2	<b>12.0C-H6A-FE-360-DO1-IR</b> CAM, H6F, Outdoor, 12MP, 360, WDR/LL, IR		\$1,130.86	\$2,261.72
9	<b>8.0C-H6A-FE-360-DO1-IR</b> CAM; H6F; Outdoor; 8MP; 360; WDR/LL; IR		\$756.50	\$6,808.50
2	<b>10.0C-H6ADH-DO1-IR</b> 2x 5MP H6A Dual Head Camera. Outdoor camera with built-in IR		\$1,523.20	\$3,046.40
14	<b>4.0C-H6A-DO1-IR</b> 4MP H6A Outdoor IR Dome Camera with 4.4-9.3mm Lens		\$1,233.44	\$17,268.16
12	<b>2.0C-H6A-D1-IR</b> 2MP H6A Indoor IR Dome Camera with 2.8-12mm Lens		\$852.32	\$10,227.84
4	<b>H6A-MT-NPTA1</b> Pendant adapter; NPT; H6A		\$51.00	\$204.00
4	<b>WLMT-1021</b> Mount; Pendant Arm; 20cm Long; 1.5 NPT		\$89.25	\$357.00
13	<b>15C-H5A-3MH</b> H5A Multisensor 15MP Camera Module 3.3-5.7mm		\$1,958.40	\$25,459.20
13	<b>H5AMH-AD-PEND1</b> Outdoor pendant mount adapter. For use with the Avigilon H5A Multisensor		\$169.39	\$2,202.07
13	<b>H5AMH-DO-COVR1</b> Dome bubble and cover; for outdoor surface mount or pendant mount; clear. For use with the Avigilon H5A Multisensor		\$169.39	\$2,202.07
13	<b>WLMT-1001</b> Wall Mount for large pendant camera		\$103.12	\$1,340.56
8	<b>CRNMT-1001</b> CORNER MNT FOR LRGE PENDT WLMT-1001		\$123.25	\$986.00
3	<b>PLMT-1001</b> POLE MOUNT FOR LRGE PENDT WLMT-1001		\$97.75	\$293.25
13	<b>POE60U-1BTE</b> Gigabit 802.3bt 60 W PoE Injector; Indoor; single port		\$150.45	\$1,955.85



EST0017629





American Digital Security  
140 Westwoods Dr.  
Liberty MO 64068  
United States  
(816) 415-4237

# Estimate

#EST0017629

06/03/2025

<b>Subtotal</b>	\$136,277.20
<b>Tax Total (\$)</b>	\$0.00
<b>Total</b>	\$136,277.20



EST0017629



**Prepared For**

Boone County Training Facility & Shoot House  
Revised  
2121 County Dr  
Columbia, MO 65202

**Alarm Communications Center, Inc**

806 N Providence Rd  
Columbia, MO 65203  
Phone: (573) 808-6283  
Email: bdallacc@gmail.com  
Web: alarmcomm.com/

Estimate # 3223  
Date 06/18/2025

Description	Rate	Quantity	Total
PKG-XR550DNFC DMP Fire Alarm Control Panel	\$850.00	1	\$850.00
263LTE-2/381-2 Verizon & ATT LTE Cellular Module	\$220.00	1	\$220.00
1100XH-W Wireless Receiver	\$110.00	1	\$110.00
1142HD DMP Wireless Panic Button	\$65.00	2	\$130.00
7070-W DMP Keypad with 4 Zone Expander	\$135.00	10	\$1,350.00
714-8 Zone Expansion Module	\$105.00	1	\$105.00
715-8 Zone Expansion Module For FACP	\$125.00	1	\$125.00

714-16 Zone Expansion Module	\$175.00	1	\$175.00
716 Relay Module For sirens	\$85.00	1	\$85.00
RB6 Low Voltage Relay For sirens	\$15.00	1	\$15.00
Indoor Siren	\$15.00	4	\$60.00
AL600ULX Power Supply	\$400.00	1	\$400.00
0E-DC4811 Overhead Door Track Mount	\$35.00	3	\$105.00
1085T/1076 Door Contact	\$15.00	18	\$270.00
FLX-S-ST Optex Motion Sensor	\$35.00	11	\$385.00
FX360 Ceiling Motion Sensor	\$66.50	7	\$465.50
DS1101i Glassbreak Sensor	\$55.00	11	\$605.00
2600 GRI Water Sensor	\$40.00	2	\$80.00
Labor	\$3,600.00	1	\$3,600.00

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**Subtotal** \$9,135.50

**Total** **\$9,135.50**

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**Notes:**

Install alarm system for new Training Facility and Shoot House.

Monthly monitoring fee is \$28.00

Monthly monitoring fee for areas 2,3 & 4 is \$15.00

Monthly cellular fee is \$10.00

Monthly Virtual Keypad fee is \$5.00

Total monthly fee is \$58.00.

Customer agrees to the services and conditions outlined in this document. Two year parts/labor warranty not to include acts of nature, abuse and/or misuse of equipment. One year warranty on driveway sensors, WIFI cameras, and zwave equipment. Estimates are valid for 60 days.

---

William Dall

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Boone County Training Facility & Shoot House  
Revised

## Aaron Neugarten

---

**From:** Henry Howell  
**Sent:** Tuesday, June 3, 2025 1:57 PM  
**To:** Shannon Steelman  
**Cc:** Johnny Mays  
**Subject:** RE: Regional Training Facility Quotes

Shannon,

I may need something in writing regarding this quote if possible.  
I'm not 100% sure yet, but if that's possible it would be appreciated.

Thank you.

**From:** Shannon Steelman <shannon@steel-nett.com>  
**Sent:** Wednesday, January 8, 2025 9:12 PM  
**To:** Henry Howell <HLHowell@boonecountymo.org>  
**Cc:** Johnny Mays <JMays@boonecountymo.org>  
**Subject:** Re: Regional Training Facility Quotes

**CAUTION:** This email originated outside of [boonecountymo.org](mailto:boonecountymo.org). ONLY use links and attachments which are familiar.

Henry,

You can use \$37,500 for a rough estimate. As usual it probably come in a lot lower.

Let me know if you have any questions.

Thank you.

On Wed, Jan 8, 2025 at 5:14 PM Henry Howell <[HLHowell@boonecountymo.org](mailto:HLHowell@boonecountymo.org)> wrote:

Attached is the most up to date version of the list we went over last year.  
I confirmed with Phillip that the 102 drops he requested do not include any CCTV runs.

61 data runs for CCTV.

22 Composite cables for door access.

A not insignificant number of 18/4 and 22/4 plenum stranded runs – spares, ADA controls, safety controls for range doors to interface with HVAC, etc.

If I may have a quote for the security portion of the project.

Thanks

**From:** Shannon Steelman <[shannon@steel-nett.com](mailto:shannon@steel-nett.com)>  
**Sent:** Wednesday, January 8, 2025 1:58 PM  
**To:** Henry Howell <[HLHowell@boonecountymo.org](mailto:HLHowell@boonecountymo.org)>  
**Subject:** Re: Regional Training Facility Quotes

**CAUTION:** This email originated outside of [boonecountymo.org](http://boonecountymo.org). ONLY use links and attachments which are familiar.

I gave Phillip an estimate for the data cabling but nothing for the cabling we will be doing for you. He counted roughly 102 data drops.

I do not know if the includes any for cameras or anything else. With me giving him a price for the 102 drops. What all are you needing pricing on then?

Thank you.

On Wed, Jan 8, 2025 at 9:49 AM Henry Howell <[HLHowell@boonecountymo.org](mailto:HLHowell@boonecountymo.org)> wrote:

Shannon,

Good afternoon.

Just reaching out because I had some questions from IT – Did we ever come to a conclusion on the quote for wiring out at the new SD Training Facility?

-Thanks!

**From:** Henry Howell  
**Sent:** Wednesday, August 21, 2024 7:17 AM  
**To:** Shannon Steelman <[shannon@steel-nett.com](mailto:shannon@steel-nett.com)>  
**Subject:** RE: Regional Training Facility Quotes

Friday sounds good, I am available all day.

I will be bowing out of the network portion. Phillip's team will take on that side and reach out to you.  
I will continue to handle the Security side of the project.

**From:** Shannon Steelman <[shannon@steel-nett.com](mailto:shannon@steel-nett.com)>  
**Sent:** Tuesday, August 20, 2024 7:44 PM  
**To:** Henry Howell <[HLHowell@boonecountymo.org](mailto:HLHowell@boonecountymo.org)>  
**Subject:** Re: Regional Training Facility Quotes

**CAUTION:** This email originated outside of [boonecountymo.org](mailto:boonecountymo.org). ONLY use links and attachments which are familiar.

Henry,

At some point I think I should meet with you to go over these prints before I give you a cost estimate.

What does your schedule look like for Friday or next week?

Thank you.

On Fri, Aug 16, 2024 at 8:15 AM Henry Howell <[HLHowell@boonecountymo.org](mailto:HLHowell@boonecountymo.org)> wrote:

Shannon,

Good afternoon,



I am requesting two quotes for the Regional Training Facility, one for network data and a second for security.

This is for budgetary purposes at this point, so please give yourself plenty of head room in case of changes or unforeseen labor if you're team is required to set some of the boxes.

I have attached a punch list for each project.

- Please be cautioned that I didn't format them in an order relevant for the pulling. They're a bit scattered but if you need me to, I can reorder them in a way that makes more sense.

I have also attached the ceiling, security, and electrical plans for your review.

- Data Drops
  - The electrical subcontractor is roughing in for data drops however,
    - We've added drops in several areas for potential TV's, time clocks, printers, and new offices.
      - 15-20 additional not currently on the electrical plans.
    - I will be checking in with my director to discuss having the architect submit an addendum for the electrical contractor to cover these changes
  - Wire Tray:
    - Electrical contractor will be installing a wire tray from IT106 to the North Central Vestibule (119)
      - EP101, EP103.
  - Ladder Tray in IT106:
    - Unknown if required at this time, but I wanted to enquire if that was something you could provide if necessary?

-Regards



**Henry Howell** • Facilities Security - *Security Technician*

Boone County Government, Missouri  
Information Technology Department  
801 E Walnut, Room 220, Columbia MO 65201

tel:573-886-7222 fax:573-886-4322 [hllhowell@boonecountymo.org](mailto:hllhowell@boonecountymo.org)

--  
**Shannon Steelman**  
President  
Steel-Nett LLC  
14965 S. Palis Nichols Rd.  
Ashland, MO 65010  
Phone: 573-823-9932

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**Shannon Steelman**  
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Phone: 573-823-9932

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Shannon Steelman  
President  
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Ashland, MO 65010  
Phone: 573-823-9932

**Erik Miller**

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**From:** Jeremy Patrick <jeremy@j-squaredeng.com>  
**Sent:** Wednesday, June 18, 2025 11:46 AM  
**To:** Erik Miller  
**Subject:** Fw: Three phase service to Boone county sheriffs training center.  
**Attachments:** Microsoft Word - RATE-LP Code-3 2023.pdf

See attached.

**JEREMY PATRICK** PRESIDENT, PARTNER

J-SQUAREDENG.COM  
JEREMY@J-SQUAREDENG.COM  
(573) 505-0231

---

**From:** Collins, Jake <jcollins@booneelectric.com>  
**Sent:** Wednesday, May 28, 2025 2:00 PM  
**To:** Jeremy Patrick <jeremy@j-squaredeng.com>  
**Cc:** lance@coastalelectric.net <lance@coastalelectric.net>; Kevin Harvey <kevin@reinhardtconstructionllc.com>  
**Subject:** Three phase service to Boone county sheriffs training center.

All,

4130-71231

As we approach getting power to the new training center I wanted to reach out and get the conversation started about the contract for service and the cost of installation. Overall construction costs are \$28366.64 + 365 metering fee. After line extension allowance the remaining balance to be paid is \$6766.64 + 365 metering fee. The monthly minimum for this service is \$450.00.

Since this is a county project BEC is willing to let the county pay this construction cost out over the course of a 48 month contract making the monthly minimum \$590.97. The only up front cost then would be the \$365 for the metering fee.

The monthly minimum only really comes into play if the usage and demand do not exceed the set minimum. For example if the actual bill based on demand and usage is \$800 then that is the amount due NOT \$800 plus the monthly minimum. IF the amount of demand and usage were for example \$300 the bill would be for the minimum of \$450 or \$590.97 whatever the county decides it wants to do as their minimum.

Lots of numbers here and it can get a little confusing.

I have also included the BEC rate schedule for the proper folks to review and see if they have any questions.

Once a decision is reached I will get the contract together to reflect the aid to construction and monthly minimum. I will also at that time get an invoice created for the appropriate amount.

Thanks

Jake Collins

573-441-7256

**BOONE ELECTRIC COOPERATIVE**

Computer Code "3"

**SCHEDULE LP**

Large Power Service

DATE TO BE EFFECTIVE: **April 1, 2023 Billing**

SCHEDULE APPLICABLE TO: Large power service

**AVAILABILITY**

Available to members whose requirements exceed 100 KVA of transformer capacity for all types of usage, subject to the established rules and regulations of the Seller.

**CHARACTER OF SERVICE**

Single or three phase, 60 Hertz at Seller's standard voltages

**MONTHLY RATE**

Demand @ \$ 10.50 per kW of billing demand, plus:

Energy @ 6.5 cents per kWh

Sales tax not included

**DETERMINATION OF BILLING DEMAND**

The billing demand shall be the greater of 1) the maximum kilowatt demand established by the member for any period of 15 minutes during the month for which the bill is rendered, or 2) 70 percent of the average of the maximum kilowatt demands established by member for periods of 15 minutes that occurred during the Cooperative's previous summer peak month and during the Cooperative's previous winter peak month as indicated or recorded by a demand meter and adjusted for power factor as provided herein.

**POWER FACTOR ADJUSTMENT**

The member shall maintain unity power factor as nearly as practicable. The measured demand charges will be adjusted for members with 100 kW or more of measured demand to correct for average power factors lower than 90 percent and may be so adjusted for other member if and when the Seller deems necessary. Such adjustments will be made by increasing the measured demand one percent for each one percent by which the average power factor is less than 90 percent lagging.

SHEET 2 OF 3, SCHEDULE "LP"

**PRIMARY SERVICE**

If service is furnished at the Seller's primary distribution voltage, a discount shall apply to the charges specified. The seller may meter at secondary voltage and adjust to primary metering by adding the estimated transformer losses to the metered kilowatt hours and kilowatts. The discount for primary service shall be three (3) percent.

**MINIMUM MONTHLY CHARGE**

The minimum monthly charge shall be the highest one of the following charges as determined for the member in question:

1. The minimum monthly charge specified in the contract for service.
2. A charge of \$1.50 per KVA of installed transformer capacity.

**CONDITIONS OF SERVICE**

Service will be rendered only after the following conditions are met when additional investment is required:

1. The member will give satisfactory assurance by means of a written agreement as to the character, amount and duration of the business offered.
2. The member will guarantee a minimum monthly bill for service which will be computed on the basis of two percent of the additional investment, which includes the additional cost of the transformer capacity necessary to make service available. The minimum bill will be effective for a period of four (4) years from the date on which service commences. After this period the regular monthly minimum charge will be effective.
3. In no case, however, will the minimum bill for service be less than the previously specified minimum monthly charge.

**ADJUSTMENTS**

**Power Cost Adjustment**

In the event the rate under which the Cooperative purchases power at wholesale is adjusted, the foregoing charges may be adjusted by an amount sufficient to compensate for the change in the cost of wholesale power.

**SHEET 3 OF 3, SCHEDULE "LP"**

**TAXES**

The above rate shall be subject to an increase in proportion to the amount of new taxes or increased taxes which the Cooperative may hereafter be required to pay which are levied or imposed or increased by laws or ordinances which were not in effect on the effective date of this schedule.

**TERMS OF PAYMENT**

Bills are due ten (10) days after the billing date. Bills not paid 25 days after the billing date are subject to disconnection.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 25

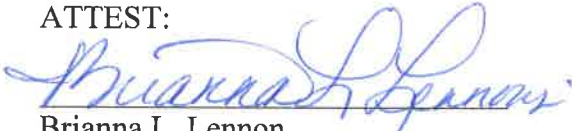
In the County Commission of said county, on the 15th day of July 20 25

the following, among other proceedings, were had, viz:


Now on this day, the County Commission of the County of Boone does hereby approve the attached Budget Amendment for Department 4131 to cover class 7 costs.


Done this 15th day of July 2025.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner







**June 24, 2025**

**Prepared by**  
 Corey Milam  
 Senior Sales Executive - PG  
 (417) 988-0781  
 corey.milam@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	<p><b>C175D6D, Diesel Genset, 60Hz, 175kW</b>            U.S. EPA, Stationary Emergency Application            Duty Rating - Standby Power (ESP)            Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency Listing - UL 2200            NFPA 110 Type 10 Level 1 Capable            Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor Voltage - 120/208, 3 Phase, Wye, 4 Wire            Alternator - 60Hz, 12L, 208/120V, 120C, 40C Ambient  <b>Aluminum Sound Attenuated Level 1 Enclosure</b>, with Exhaust System Enclosure            Color - Green, Aluminum            Enclosure - Wind Load 180 MPH, ASCE7-10            Skidbase - Housing Ready            Fuel Tank - Regional, Dual Wall, Sub Base, <b>72 Hour Minimum 1055 gallons</b>            Fuel System Alarm - None            Fuel Water Separator            Low Fuel Level Switch, 40%            Mechanical Fuel Gauge            Switch - Fuel Tank, Rupture Basin            Control Mounting - Left Facing            PowerCommand 1.1 Controller            Stop Switch - Emergency            Control Display Language - English            Load Connection - Single            Circuit Breaker, Location A, 200A - 600A, 3P, LSI, 600 Volts AC, 100%, UL Circuit Breaker or Terminal Box (Position B) - None            Circuit Breaker or Terminal Box (Position C) - None            Circuit Breaker or Entrance Box - Bottom Entry, Right Side            Engine Governor - Electronic, Isochronous            Engine Starter - 12 Volt DC Motor            Engine Air Cleaner - Normal Duty            Battery Charging Alternator            Battery Charger - 6 Amp, Regulated            Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted Shutdown - Low Coolant Level</p>	1



**Project: Boone Co Training - Day-care Facility**

	Extension - Coolant Drain Engine Coolant - 50% Antifreeze, 50% Water Mixture Coolant Heater, Extreme Cold Ambient Engine Oil Heater - 120 Volts AC, Single Phase Engine Oil Genset Warranty - 2 Years Base Literature - English Packing - Skid, Poly Bag Battery Rack Extension - Oil Drain INSTALLATION,BUSBAR INSTALLATION,BUSBAR	
2	Annunciator-panel mount with enclosure (RS485)	1
3	OTECSED, OTEC Service Entrance Transfer Switch-Electronic Control: <b>800A</b> Listing - UL 1008 Application - Utility to Genset Cabinet - <b>Type 3R</b> Poles - <b>4 (Switched Neutral)</b> Frequency - 60 Hz System - 3 Phase, 3 or 4 Wire Voltage - 208 Volts AC Genset Starting Battery - 12V DC PC40 Control Interface - Communications Network, MODBUS RTU Module Load Phase Power Monitoring Transfer Switch Warranty - 1 Year Comprehensive	1
4	Cummins Service - Start up & Testing	1
5	Owners Training by Certified Cummins Technician	1

**TOTAL: \$78,550.00**

**Quote value does not include any tax.**



**EXCEPTIONS AND CLARIFICATIONS:**

Offloading, rigging/securing, fuel, and all applicable taxes are NOT included. Physical Anchoring, any associated electrical and/or mechanical labor is the responsibility of others. Installation cost, permitting, NDEQ permits, UL2085 Fuel Tanks (if required), conduit, or wiring are NOT included. NETA and Infrared testing and cyber security protocol not included. Coordination Study not provided. Cummins Standard Genset and ATS Lug sizes will be provided. No additional testing is included beyond Cummins standard startup procedures. Unless otherwise specified in the quote Load bank testing is NOT included. Only those items outlined above will be included in this quotation. Any other items or materials added, regardless of specification, are subject to a price review by Cummins.

**START-UP AND CHECK-OUT SERVICE**

Start up services upon the installation of the above equipment by the electrical and mechanical contractors. Start-up services include the use of a trained generator service technician for testing the equipment supplied and general operating instructions to the owner/personnel. These services will be performed during normal business hours, Monday through Friday 7:30 am to 5:00 pm. Recommend five-day notice to schedule start-up. Contractor needs to ensure that all engine and electrical systems are installed and connected to enable the system to be tested during the initial start-up and to prevent charges to the contractor for additional trips.

**NOTES:**

Proposal for 175kW generator in a sound attenuated enclosure with 72-hour fuel tank and 800A Service Rated ATS in NEMA 3R outdoor enclosure. Pricing includes Remote Annunciator; standard start up and testing.

Generator approx. weight: 7,200 lbs

**LEAD TIME:**

Generator - 17 weeks

ATS - 13 weeks



Project: Boone Co Training - Day-care Facility

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

*Corey Milam*

Corey Milam  
Senior Sales Executive - PG  
(417) 988-0781  
rq571@cummins.com

**SUBMITTALS.** An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

**THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Purchase Order No

<Rest of the page is intentionally left blank>



#### TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

**1. SCOPE.** Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

**2. SHIPPING; DELIVERY; DELAYS.** Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. The purchase of Equipment is a "take or pay" obligation on the part of the Customer, such that Customer is absolutely and irrevocably required to accept and pay for the Equipment if delivery or pick-up of Equipment is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right to invoice the Customer and, upon Cummins' sole discretion, Cummins may either: (i) deliver the Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed one hundred twenty (120) days from the agreed upon delivery date, unless otherwise agreed by Cummins in writing. A storage fee of two thousand five hundred dollars (\$2,500.00) or two percent (2%) of the total quoted amount, whichever is greater, shall be assessed for any Equipment whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Equipment is delayed, deferred, or refused by Customer beyond one hundred twenty (120) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) tow, remove, or otherwise dispose of the unclaimed Equipment in accordance with applicable abandonment laws, and/or (ii) make the Equipment available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies,



equipment or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

**3. PAYMENT TERMS; CREDIT; RETAINAGE.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. All sales are subject to Customer's ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that extending credit terms is no longer commercially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

**4. TAXES; EXEMPTIONS.** Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

**5. TITLE; RISK OF LOSS.** Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

**6. INSPECTION AND ACCEPTANCE.** Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

**7. LIEN; SECURITY AGREEMENT.** Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

**8. CANCELLATION; CHARGES.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, after receipt of a purchase order for a generator already on order with the factory, or after Cummins is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the



scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

**9. TERMINATION.** Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

**10. MANUALS.** Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

**11. TRAINING; START UP SERVICES; INSTALLATION.** Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

**12. MANUFACTURER'S WARRANTY.** Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

**13. WARRANTY PROCEDURE.** Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

**14. LIMITATIONS ON WARRANTIES.**

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

**15. INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.





**16. LIMITATION OF LIABILITY**

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

**17. DEFAULT; REMEDIES.** Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

**18. CUSTOMER REPRESENTATIONS; RELIANCE.** Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

**19. CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

**20. GOVERNING LAW, VENUE, AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

**21. INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.



**22. ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

**23. INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

**24. PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

**25. TARIFF AND DUTY SURCHARGES.** In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

**26. MISCELLANEOUS.** Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless in writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

**27. COMPLIANCE.** Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the Importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.



**Project: Boone Co Training - Day-care Facility**

**28. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.**