



Jan. 16, 2019

TO: City of Lawrence

ATT: Robert Aaron

REF: Emergency Generator

Thank you for calling Foley Power Solutions for your emergency power requirements.

I am pleased to offer you a proposal for a C27 – 800Kw Caterpillar generator set per the Sourcewell Contract #120617-CAT. The unit will be rated at 800 amps, 277/480 volts, 3 phase, 4 wire, 1200 amps, 60Hz at 1800 rpm. The unit will come equipped with all of the standard features along with the following list of optional equipment.

- |                              |                              |
|------------------------------|------------------------------|
| Weather protective enclosure | 1000 hour sub-base fuel tank |
| Fuel level alarms and vents  | Locking fuel fill cap        |
| 10 amp battery charger       | Engine jackets water heater  |
| EMCP4.2B control panel       | 5 year extended warranty     |
| Generator run relay          | 16 light local annunciator   |
| 16 light remote annunciator  | Remote emergency stop button |
| 1200 amp circuit breaker     | Permanent magnet generator   |
| Generator strip heater       | Batteries, rack and cables   |
| Freight to the job site      | Startup inspection           |
| Building load test           | Customer training            |

YOUR COST: \$196,159.58

Prices do not include any applicable sales tax, unloading of the equipment at the job site, diesel fuel or any installation costs.

Price quote is valid for 30 days. Any purchase order received after 30 days of the proposal is subject to a price change. A new quote may be required.

Delivery time for the generator set is approximately 18 - 20 weeks after the receipt of all approved submittal data.

Payment terms are net 30 days after the delivery of the equipment with a 10% retainage fee allowed with preapproved credit. Service charges will be applied after the 30 day time period at 1.5%.

This quote is contingent upon the customer’s acceptance of Foley’s standard terms and conditions.

Foley Equipment Co. is a “Woman Owned and Controlled Business”.

www.foleypowersolutions.com

**KANSAS**

**Chanute**  
(620) 431-3600

**Colby**  
(785) 462-3913

**Concordia**  
(785) 243-1960

**Dodge City**  
(620) 225-4121

**Great Bend**  
(620) 792-5246

**Liberal**  
(620) 626-6555

**Manhattan**  
(785) 537-2101

**Olathe**  
(913) 393-0303

**Salina**  
(785) 825-4661

**Topeka**  
(785) 266-5770

**Wichita**  
(316) 943-4211

**MISSOURI**

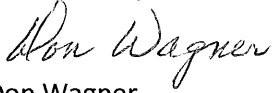
**Kansas City**  
(816) 753-5300

**Sedalia**  
(660) 829-7400

**St. Joseph**  
(816) 233-2516

Please give me a call at 316-640-8155 if you have any questions or need any additional information.  
Thank you for giving Foley Power Solutions the opportunity to provide your emergency power needs.

Submitted by:



Don Wagner

Territory Manager

316-943-4211 Office

316-640-8155 Cell

[dlwagner@foleyeq.com](mailto:dlwagner@foleyeq.com)

**Attachment C  
OIL2019-29**

Please fill out all applicable fields:

PO BOX 708  
6 EAST 6TH STREET  
LAWRENCE, KS 66044

Sourcewell member name: CITY of LAWRENCE

Sourcewell member number: 25807

Product sold: C27 - 800KW

ESO: T, B, D.

Transaction Price if rental agreement,  
used product, APS Product or Hybrid: \_\_\_\_\_

Dealer name / Dealer Code: FOLEY POWER SOLUTIONS E130

Dealership Sales Person: DON WAGNER

Please email to [Stutzman\\_David@cat.com](mailto:Stutzman_David@cat.com)



# Foley Equipment Company • Foley Power Solutions

Kansas : Wichita · Chanute · Colby · Concordia · Dodge City · Great Bend · Liberal · Manhattan · Park City · Salina · Topeka

Missouri : Kansas City · Saint Joseph · Sedalia

MAIL TO: Foley Industries, 1601 East 77th Street North, Park City, Kansas 67147 - Phone: 316-943-4211

## CUSTOMER EQUIPMENT ORDER AND SECURITY AGREEMENT

<b>DATE</b>	<b>1/16/2019</b>	<b>Customer Acct#</b>	<b>018878</b>	
<b>SEND INVOICE TO</b>	<b>BUYER NAME</b>	City of Lawrence		
	<b>ADDRESS</b>	PO Box 708 6 East 6th Street		
	<b>CITY</b>	<b>COUNTY</b>	<b>STATE</b>	<b>ZIP</b>
	Lawrence	Douglas	Ks	66044
	<b>PURCHASE ORDER</b>	<b>PHONE #</b>		
		785-832-3216		
<b>FINAL JOBSITE</b>	<b>SITE NAME</b>	Clinton Water Plant		
	<b>ADDRESS</b>			
	<b>CITY</b>	<b>COUNTY</b>	<b>STATE</b>	<b>ZIP</b>
	<b>CONTACT</b>	<b>PHONE</b>	<b>ESTIMATED SHIP DATE</b>	

By this order, the undersigned buyer requests Foley Equipment Company to ship as specified below, the following equipment:

QTY	EQUIPMENT DESCRIPTION, MODEL AND SERIAL NUMBER	PRICE
	Sourcewell Contract #120617-CAT Member ID# 25807	
1	C27 - 800Kw Caterpillar Generator Set	\$196,159.58
	ID# S/N:	
With	Weather protective enclosure	1000 gallon sub-base fuel tank
	Fuel level alarms and vents	Locking fuel fill cap
	10 amp battery charger	Engine jacket water heater
	EMCP4.2 control panel	5 year extended warranty
	Generator run relay	16 light local annunciator
	16 light remote annunciator	Remote emergency stop button
	1200 amp circuit breaker	Permanent magnet generator
	Generator strip heater	Batteries, rack and cables
	Freight to the job site	Startup inspection
	Building load test	Customer training
	<b>Sub-Total</b>	\$196,159.58
	<b>Tax Certificate Required for Exemption</b>	\$0.00
	<b>Total Amount Due</b>	\$196,159.58

**TERMS** 90% Net due 30 days after delivery, 10% Net due 30 days after Start Up

Customer is ordering this equipment under conditions checked below:

<input checked="" type="checkbox"/> Cash	<input type="checkbox"/> Financed Purchase	<input type="checkbox"/> Lease with Purchase Option	<input type="checkbox"/> Rental with Purchase Option
--	--	---	--

Trade-In Make, Model & Serial Number:

**WARRANTY:** Products are sold subject to the terms of the applicable Manufacturers Warranty. **WARRANTY:** The Manufacturer provides the following Warranty on this purchase:

5 year

**WARRANTY:** Foley Equipment Company provides the following additional Warranty on this purchase:

- Warranty Certificate will be delivered with invoice. This additional warranty is the responsibility of Foley Equipment Company and not of the Manufacturer.

- All Warranty Claims must be REPORTED BEFORE warranty expires.

**INSURANCE**  Buyer hereby requests Seller to provide at Buyer's expense full property insurance covering the equipment being purchased herein.

For value received I/we hereby bargain and sell, grant and deliver unto Foley Equipment Company (Grantee), all my rights title and interest in the used machine(s) described above, offered in trade on machine(s) purchased by the undersigned buyer. The undersigned buyer covenants with said Grantee that undersigned buyer is the lawful owner of said chattels; that they are free from all encumbrances; that undersigned buyer has good right to sell the same; that undersigned buyer will warrant and defend same against the lawful claims and demands of all persons. (This Bill of Sale is contingent upon and subject to acceptance of above dated sale by Seller.)

**NOTICE TO THE BUYER:** Do not sign this contract before you read it or if it contains blank spaces. You are entitled to an exact copy of the contract you sign.

**THIS ORDER IS SUBJECT TO PRICES IN EFFECT AT DATE OF DELIVERY OF MACHINE.**

**THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS SET**

**FORTH ON THE REVERSE HEREOF.** Buyer acknowledges Buyer has read this entire order, accepts it and acknowledges receipt of an exact copy thereof.

This order is not valid until approved by Sales Manager.

By checking this box, the assignment denoted in item No. 9 on the back of the contract applies.

By checking this box, the assignment denoted in item No. 9 on back of the contract does not apply.

SUBMITTED FOR ACCEPTANCE.

SIGNED Don Wagner 1-16-19 X

Territory Manager's - Signature Date Buyer's Signature Date

APPROVED \_\_\_\_\_ Date \_\_\_\_\_ Buyer's Printed Name and Title

Sales Manager's - Signature Date



# Foley Equipment Company • Foley Power Solutions

Kansas : Wichita · Chanute · Colby · Concordia · Dodge City · Great Bend · Liberal · Manhattan · Park City · Salina · Topeka

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	Lawrence	Douglas	Ks	66044
	<b>PURCHASE ORDER</b>	<b>PHONE #</b>		
		785-832-3216		
<b>FINAL JOBSITE</b>	<b>SITE NAME</b>	Kaw Water Plant		
	<b>ADDRESS</b>			
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Territory Manager's - Signature Date Buyer's Signature Date

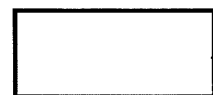
APPROVED \_\_\_\_\_ Date \_\_\_\_\_ Buyer's Printed Name and Title

Sales Manager's - Signature Date

## TERMS AND CONDITIONS

### This order is subject to the following terms and conditions:

- 1 Seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
- 2 This order, when accepted by Seller, shall become a binding contract, but shall be subject to strikes, lockouts, accidents, fire, delays in manufacturing or transportation, acts of God, embargoes, or governmental action, or any other causes beyond the control of the Seller, whether the same as or different from the matters and things hereinbefore enumerated, and any of said causes shall absolutely absolve the Seller from any liability to the buyer under the terms hereof.
- 3 Unless the equipment is paid in full in cash at the time of delivery, Seller retains and Buyer hereby grants to Seller a purchase-money security interest in the equipment, including all accessories, spare parts, special fittings, and tools thereof, and all additions, accessions, increases, improvements, renewals, substitutions, or replacements thereof (collectively, the "Collateral"), together with all proceeds from any sale or other disposition of all or any part of the Collateral to secure the full amount owed therefore, together with all interest, fees, and penalties. Unless Buyer shall execute a separate security agreement with Seller covering the Collateral, this Agreement shall constitute a security agreement for the Collateral. Promptly upon request, Buyer agrees to execute a note or other evidence of Buyer's indebtedness for the Collateral, which shall only constitute evidence of such indebtedness and not a payment or satisfaction of such indebtedness. Promptly upon request, Buyer shall, at its expense, do any act and execute, acknowledge, deliver, file, register, record, and ratify all documents requested by Seller, in Seller's discretion, to perfect Seller's security interest in the Collateral, including but not limited to, any financing statements. Buyer hereby irrevocably appoints Seller its attorney-in-fact, which such appointment shall be coupled with an interest, to do such acts and to execute and file all such documents on Buyer's behalf, which power is coupled with an interest, and which power is delegable by Seller. Buyer acknowledges that Seller's signature or the signature of its delegate on such documents to be the same as Buyer's own for all purposes and with the present intent to authenticate the document. Buyer represents and warrants to Seller that (a) Buyer has the power to make, deliver, and perform under this Agreement, (b) the person executing this Agreement is authorized to do so on behalf of Buyer, (c) this Agreement constitutes a valid obligation of Buyer, legally binding upon it and enforceable in accordance with its terms; (d) all credit, financial, and other information submitted to Seller in connection with this Agreement is and shall be true, correct, and complete; (e) the Buyer: if an individual, has his or her principal residence in Kansas or Missouri, or in state otherwise indicated on the front of this order, if a registered entity, is registered under the laws of the State of Kansas or Missouri, or in state otherwise indicated on front of this order; if a non-registered entity, has its principal place of business in Kansas or Missouri, or in state otherwise indicated on front of this order; (f) Buyer's name set forth on the front of this Agreement is Buyer's full, legal name; and (g) the Collateral is and shall remain located in the State of Kansas or Missouri or state otherwise indicated on the front of this order. A breach by Buyer in the terms, representations, or warranties of this Agreement or the terms of any invoice for the equipment hereunder, including but not limited to, failure to pay in full the amount owed for the equipment within the time periods stated herein or on any such invoice, shall constitute an event of default, and all amounts owing to Seller shall be immediately due, and Seller shall have all rights and remedies in law or in equity, including but not limited to, the Kansas or Missouri Uniform Commercial Code, and as set forth herein.
- 4 Unless Shipment is provided by Seller, the Seller's responsibility for shipment ceases upon delivery to the transportation company and any claims for shortages, delays or damages occurring thereafter shall be made by the Buyer direct to the transportation company. Any claims against the Seller for shortages in shipments shall be made within fifteen days after receipt of shipment.
- 5 The Buyer agrees that this order shall not be countermanded by him, and that when it is accepted (and until the execution and delivery of the contract or contracts and Note or Notes required to consummate the sale as above specified) it will cover all agreements between the parties relative to this transaction, and that the Seller is not bound by any representative or terms made by any agent relative to this transaction which are not embodied herein.
- 6 **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** Buyer understands and agrees that Seller is not the manufacturer of the Equipment; the Equipment is of a size, design, capacity, description, and manufacture selected by Buyer; Buyer is satisfied that the Equipment is suitable and fit for its purposes. The Equipment described herein as "new" is sold subject to such warranties as are made in writing by the manufacturer of the Equipment thereof. Except to the extent a special warranty is made by Seller in writing and executed by Seller's authorized representative, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE EQUIPMENT, MATERIALS CONTAINED IN THE EQUIPMENT, OR BUYER'S USE THEREOF, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREUNDER, WHETHER AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, OR BENEFITS OF USE OR LOSS OF BUSINESS, EVEN IF SELLER IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE MAXIMUM EXTENT OF SELLER'S LIABILITY TO BUYER SHALL BE THE TOTAL AMOUNT OF ANY PAYMENTS MADE BY BUYER TO SELLER.
- 7 **Consumer Laws.** The laws of certain jurisdictions prohibit the limitation of certain warranties and the remedies and damages for the breach of such warranties. If any provision of this Agreement is in conflict with any statute or rule of law of any state or district in which jurisdiction may lie for enforcement, then such provision shall be deemed null and void to the extent but only to the extent that it may conflict therewith; and the remaining provisions hereof shall not be invalidated, but may be reformed by the court to the extent necessary to protect the rights of the parties.
- 8 If this equipment is being rented with an option to purchase, all service and repairs performed on this machine must be in accordance with the manufacturer's recommendation, using parts only from the manufacturer of this machine. Buyer agrees that Buyer is responsible to obtain all insurance coverage for equipment while it is being rented from seller. Buyer agrees to be bound by the terms of any rental agreement with the seller of the equipment in addition to terms of this agreement.
- 9 Notice is hereby given that Foley Equipment Company has assigned its rights under this sales contract to CATD Exchange Services, LLC to sell the rental equipment described herein and, if applicable, to purchase trade-in property described herein.
- 10 In the event this machine is equipped with Product Link, I understand data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates (Caterpillar), and/or its dealers to better serve me and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. recognizes and respects customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers



Buyer's Initials