



Gupta & Associates, Inc.

consulting engineers

TBPE Reg. #F-2593
13717 Neutron Road
Dallas, Texas 75244
Tel: 972-490-7661

23 September 2021

City of Pflugerville, Texas
15500 Sun Light Near Way, #B
Pflugerville, Texas 78660
Attn: Brandon Pritchett, P.E.

Re: Pflugerville Surface WTP Standby Generator Pre-Selection
Bid Award Recommendation

Dear Mr. Pritchett:

Three competitive, sealed bids were received at the City's Office in Pflugerville, Texas on Thursday, September 23, 2021 for the above referenced project. They were opened and publicly read. The bids were as follows:

Contractor	Generator	Switchgear	Total Bid
Cummins Southern Plains, LLC	\$1,563,585.00	\$612,345.00	\$2,175,930.00
Loftin Equipment	\$1,559,515.00	\$645,615.00	\$2,205,130.00
Holt Texas, LTD	\$1,872,530.00	\$807,358.00	\$2,679,888.00

A few observations:

1. The final Engineering Opinion of Probable Construction Costs (OPCC) of material (not including contractor installation costs) was \$1,600,000 for the generator and \$580,000 for the switchgear.
2. Cummins acknowledged the single addendum, but failed to provide the purchasing rider form identified in that addendum. However, as stated in the Invitation to Bid, the City of Pflugerville reserves the rights to waive any informalities in bids received. Cummins has subsequently provided this purchasing rider form. A copy of it is attached.
3. Specification 26 32 13, Paragraph 2.02B requires a 2250 kW prime-rated generator at minimum. Cummins has submitted a 2500 kW prime-rated generator which satisfies the minimum requirement. A copy of the bid proposal from Cummins is attached.
4. Cummins is currently supplying a Tier 4 generator of similar size and specifications for a project at the City of Garland. The generator itself has been released for manufacturing with anticipated delivery in April 2022 while shop drawings for other equipment are still under development.

It is our opinion that Cummins is qualified to supply the required equipment based on their previous experience with other similar scale projects. Based on the above details, we recommend awarding the purchase order to Cummins Southern Plains, LLC in the amount of \$2,175,930.

If there are any questions, or if you require additional information, please do not hesitate to contact us. We look forward to working with you on this project as we move into the construction phase.

Regards,

George Luke, P.E.
Gupta & Associates, Inc.

cc: Moti Aggarwal, P.E.
V. K. Gupta, P.E.
Mazhar Hajizadeh
Andrew Reed, P.E.

**STANDARD GOVERNMENTAL CONTRACT AND PURCHASING RIDER
FOR CONTRACTS WITH THE CITY OF PFLUGERVILLE, TEXAS
(Version October 9, 2017)**

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the contracting party identified below agrees that the below terms and conditions shall govern all agreements with the City unless otherwise agreed to by a specifically executed provision within the contract and if permissible by law. Absent a specifically executed provision, the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

1. Application. This Governmental Rider applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Contract (Contract) (attached hereto) of Cummins Southern Plains LLC, (Vendor). The Contract involved in this Rider is described as follows:

Title of Contract: City of Pflugerville Surface WTP Standby Generator Pre-Selection

2. Payment Provisions. The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. City reserves the right to modify any amount due to contractor presented by invoice to the city if necessary to conform the amount to the terms of the contract.

3. Multiyear Contracts. If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City's budget for the fiscal year in question. The City may execute such termination by giving contractor a written notice of termination at the end of its then current fiscal year.

4. Best Value Determination. All competitive bids or proposals received shall be evaluated based on the best value for the City. Best value shall be determined any relevant criteria specifically listed in the solicitation and by considering all or part of the criteria listed below:

- a. Bid price.
- b. Reputation of the bidder and of bidder's goods and services.
- c. The quality of the bidder's goods or services.
- d. The extent to which the goods or services meet the City's needs.
- e. Bidder's past relationship with the City. All vendors shall be evaluated on their past performance and prior dealings with the City to include, but not limited to, failure to meet specifications, poor quality, poor workmanship, and late delivery.

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Cummins Southern Plains LLC

5. Local Preference. The City Council supports the local preference option for purchasing. In accordance with Chapter 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received.

6. No Ex-Parte Communications during Competitive Bidding Period. To insure the proper and fair evaluation of a response, the City prohibits ex parte communication (e.g., unsolicited) initiated by the proposed contractor to a City official or employee evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication between responder and the City after the deadline for questions will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending responder from consideration or award of the solicitation then in evaluation, or any future solicitation.

7. Abandonment or Default. A contractor who abandons or defaults the work on the contract and causes the City to purchase the services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto and shall not be considered disqualified in any re-advertisement of the service and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

8. Disclosure of Litigation. Each contractor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the respondent or which has occurred in the past in which the respondent has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.

9. Cancellation., the City reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the contracting party. Termination under this paragraph shall not relieve the contractor of any obligation or liability that has occurred prior to cancellation. **NOTE: This contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.**

10. Annual Vendor Performance Review. The City reserves the right to review the vendor's performance at the end of each twelve month contract period and to cancel all or part of the agreement (without penalty) or continue the contract through the next period.

11. Compliance with other laws and certification of eligibility to contract. Any offer to contract with the City shall be considered an executed certification that the contractor will shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. *Additionally, such offer shall indicate that the contract has fully read and understood the terms and conditions for*

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eligibility to contract with the City pursuant to Chapter 38 of the City's Ordinances and certifies they are in compliance with those local requirements. When requested, the contractor shall furnish the City with satisfactory proof of its compliance within 10 days or any contract with the City is void.

12. Compliance with all Codes, Permitting and Licensing Requirements. The successful contractor shall comply with all national, state and local standards, codes and ordinances as well as any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful bidder shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

13. The City of Pflugerville may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas Government Code Chapter 2270) by accepting this purchase order, the vendor (Professional or other applicable term defining the contracting party) verifies that it does not Boycott Israel, and agrees that during the term of this agreement (contract as applicable) will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

14. Liability and Indemnity of City. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.. (Section 5, Article XI, Texas Constitution)

15. Indemnity and Independent Contractor Status of Contractor. Contractor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the resulting agreement and/or arising out of a willful or negligent act or omission of the contractor, its officers, agents, and employees. It is understood and agreed that the contractor and any employee or sub-contractor of contractor shall not be considered an employee of the City. The contractor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all contractor's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City, harassing, or is found to interfere with the effective and efficient operation of the City's workplace.

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16. Liens. Contractor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the resulting agreement. At the City's request the contractor or subcontractors shall provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

17. Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

18. Tax Exemption. The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

19. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

20. Sovereign Immunity. Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract.

21. Governing Law and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Travis County, Texas.

22. Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, the City may not accept or enter into a contract until it has received from the Contractor a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Contractor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately, but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295.

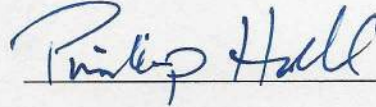
CITY OF PFLUGERVILLE, TEXAS
STANDARD PURCHASING RIDER
Cummins Southern Plains LLC

CITY OF PFLUGERVILLE, TEXAS

VENDOR

By: _____

City Manager



Title: Sales Director - PG Commercial

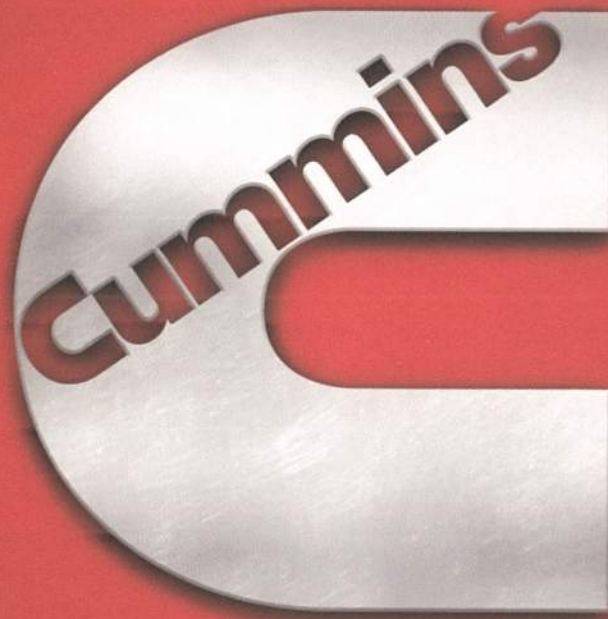
Date: _____

Date: 9-23-2021



Pflugerville Surface WTP

Prepared for: The City of Pflugerville



CITY OF PFLUGERVILLE PROPOSAL AND BID SCHEDULE

Proposal of Cummins Southern Plains LLC (hereinafter called "Bidder"), doing business as a corporation / a partnership / an individual (strike out inapplicable terms), to the CITY OF PFLUGERVILLE (hereinafter called "Owner").

City of Pflugerville:

The Bidder, in compliance with your invitation for bids for the supply hardware for the Surface WTP Standby Generator Pre-Selection, having examined the Plans and Specifications and related documents, the site of the proposed Work, and being familiar with all of the conditions surrounding the supply of the proposed hardware, including contractual arrangements agrees to supply the hardware accordance with the Plans, Specifications and Contract Documents, and within the time set forth therein.

Bidder hereby agrees to commence work on or before a date to be specified in written "Notice to Proceed" issued by the Owner and to supply the hardware 260 calendar days thereafter.

Bidder acknowledges receipt of the following ADDENDA:

Cummins acknowledges Addendum #1

Addendum No. 1 dated <u>9-22-2021</u>	Received <u>9-22-2201</u>
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____

BIDDER will complete the Work for the following price(s):

Line Item No.	Approx Quantity	Unit	Description of item With Bid Price Written in Words	Unit Price	Total Amount of Bid
1	1	LS	Furnish the Phase 1 Tier 4 Electric Generator @ _____ <u>one million, five hundred sixty three thousand, five hundred eighty-five dollars</u> Per Lump Sum.	\$1,563,585	\$1,563,585
2	1	LS	Furnish the Phase 1 Switchgear @ _____ <u>six hundred twelve thousand, three hundred forty-five dollars.</u> Per Lump Sum.	\$612,345	\$612,345
			TOTAL AMOUNT BID	\$2,175,930.⁰⁰	

Bidder hereby represents that the foregoing prices shall include all labor, materials, removal, overhead, profit, insurance, and any other costs from whatever source derived necessary to cover the finished work called for to complete the project. Changes shall be processed in accordance with applicable provisions of the General Conditions.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding, and also reserves all other rights afforded under applicable law whether stated in the Owner's proposal or not.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing and opening time for receiving bids.

Upon receipt of written Notice to Proceed based on this bid, Bidder will deliver performance and payment bonds as required by the Contract Documents within 10 days.

The bid security attached in the sum of \$108,800.00 (5%) of the bid amount shall become the property of the Owner in the event the contract and performance and payment bonds are not executed and delivered within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.



*Bill of Materials
Contract Exceptions
Spec Compliance
Option Pricing*

Cummins Southern Plains, LLC
600 N. Watson Road
Arlington, TX 76011
Phone 817 640 6801
cummins-sp.com

September 22, 2021

Project: City of Pflugerville Surface WTP

Quote #: Q-72905-20210922-1854

Equipment Summary:

- (1) 2500 kW Prime Rated Generators, EPA Tier 4 Final Certified, 4160Volt, 65dB(A) @ 40ft Sound Attenuated Enclosure, 24 Hour UL2085 Subbase Tank, and all specified testing and accessories. 5 Year Warranty
- (1) SWG-1A Gear Lineup – Generator PowerCommand 3.3 Controller to Operate UM & GM Breakers Until PSG Gear and Master Controller Purchased on a Future Phase. 125VDC Station Battery System, 5 Year Warranty

GRAND TOTAL: \$2,175,930.00

Lead Times:

- **Submittals** = 6-8 weeks
- **Generator** = 34-36 weeks
- **Switchgear** = 36-38 weeks

Alternates/VE Options:

1. To remove the factory witness testing on the generator, **deduct \$30,000.00.**
2. To provide a 2 year warranty on all products in lieu of 5 year, **deduct \$72,015.00.**

Exceptions to Contract Between City & Contractor:

In its response to the above referenced Request for Purchase (“RFP”), Cummins Southern Plains LLC dba Cummins Sales and Service (“Contractor”) makes the following exceptions to the RFP a part of and a condition to submitting this proposal. Should Contractor be awarded the contract, such award is acknowledgement that these exceptions shall govern and replace the terms in RFP – Surface WTP

- 1) Pursuant to the **Instructions to Request Bid/Purchase Construction Agreement Between City and Contractor, Section II. – Milestones, Substantial Completion and Final Completion.** Contractor is unable to meet the anticipated schedule in Section CIP3- Summary of Work delivery date of June 03,2022.

- 2) Pursuant to the **Instructions to Request Bid/Purchase, Construction Agreement Between City and Contractor, Section II. – Contract Times/Liquidated Damages**. The liquidated damage amounts for delays were not provided. Given that Contractor can not meet the anticipated schedule for delivery and no amounts filled out for liquidated damages, Contractor is unable to agree to this section.
- 3) Pursuant to the **Instructions to Request Bid/Purchase, Construction Agreement Between City and Contractor, Section IV. - Payments - Submittal and Processing of Payments**, Contractor will not agree to progress payments. Payment terms for Goods received is Net 30 days, with a startup retention allowance up to 10%. (To clarify, equipment will be billed 90% and 10% on startup)
- 4) Pursuant to the **Instructions to Request Bid/Purchase, Construction Agreement Between City and Contractor, Section VI. - Additional Terms. Limitation of Liability**, to read as follows: “Notwithstanding any other provision contained herein, and to the extent allowed by law, in no event shall either party be liable to the other for indirect, incidental, consequential, liquidated, special, punitive, or exemplary damages (including, without limitation, downtime, loss of data, damage to goodwill, lost profits, revenues, or savings) even if it has been advised of their possible existence, except that the foregoing shall not restrict a party’s ability to recover direct damages for breach of this RFP or any resulting contract. Notwithstanding any other provision contained herein, and to the extent allowed by law, in no event shall either party’s total and cumulative liability hereunder shall not exceed 100% of the Agreement value, or the purchase order value, provided that the preceding limitation of liability shall not apply to: 1.) damages due to liquidated damages assessed by the project owner that are directly attributable to Contractor’s failure to timely perform under this Agreement or the purchase order; or 2.) damages arising from or related to personal injury or property damage due to a party’s negligence or fault. Nothing in this RFP or any resulting contract excludes or limits liability for death or personal injury caused by a party’s gross negligence or willful misconduct.”

Clarifications to Plans & Specifications:

- **Drawing E-4** – Wall Mounted ATO Cabinet is not required in Cummins System. Cummins is using the Generator PowerCommand 3.3 Power Transfer Control System to control UM & GM breakers.
- **Drawing E-5** – 1200A Enclosed Circuit Breaker and Transformer to power Cummins SCR System load bank are supplied by the installing contractor.
- **Drawing E-5** - These drawings indicate that each feeder breaker is to use a protective relay labeled “FP2” or “FP4”. The issue is that spec 26 27 13, which has the model #'s to use for each relay type does not list an FP2 option or FP4, only FP1. Cummins does not know what relay should be used for this. Cummins to use the same relay as FP1 which is the GE 850 model.

Spec 26 13 13 MV Metal Clad Paralleling Switchgear

- **1.01C** - Power System studies are normally performed by the installing contractor when the remainder of the equipment is purchased/installed. Not provided
- **1.03D 4 and 5** - Cummins to provide the schematic and 3 line drawings at the AS BUILT stage. These are NOT included with Submittals.
- **2.03A 8.** - No CPT’s are used in this system. Cummins takes exception to this part.
- **2.03K. 1c.** - Indicating lights are built into the control switch. No 30mm lights included.
- **2.03L.** - No Emergency Demand Response mode in the first phase. This will be incorporated into the master controller programming on the next phase when PSG is purchased
- **2.06A** - This part is NOT included in Phase 1, this will be added during Phase 2. Cummins takes exception to this for now.
- **2.06E.** - Cummins to provide a single network loop, in lieu of redundant.
- **2.06E.** - Cummins will only provide cable for connections within the gear or DMC. Anything outside of the Switchgear is provided by the installing contractor.
- **2.06F.** - This part is not included in the first phase. These will be incorporated into the next phase. Spec section 40 96 15 was not provided in the bid documents.

- **2.06G. 2** - If a protocol converter is required, Cummins will use our standard units.
- **2.06J. 1.** - No pull to lock feature included.
- **2.07A. 1.** - Cummins to control the phase 1 transfer pair via our genset controller (PCC3.3). This control has a set sequence of operations. This cannot be customized. Cummins to supply this sequence at Submittal time. We take exception to 2.08 for phase 1. This is to be incorporated into phase 2.
- **2.08.** - This sequence of operations is for phase 2, Cummins takes exception to this part for phase 1.
- **2.09B** - For phase 1 Cummins to provide our standard sequence per our PCC3.3 controls. This will, in general, follow this sequence but may not be exact.
- **2.09C** - The rest of the sequence shown is for phase 2, Cummins takes exception to this on phase 1.
- **2.10A. 1.** - Spec calls for lead acid batteries which have a 12 yr lifespan, no 20yr. 20yr life span is associated to VRLA type batteries, not lead acid.
- **2.14** - This testing is performed by Schneider Electric. Cummins to supply certified test reports.
- **3.02, 3.03, 3.04, 3.05, 3.06, 3.07, 3.08** – Are all the responsibility of the installing contractor. Cummins will coordinate with the selected contractor.
- **3.09A.** - Power System Study settings are done by others.
- **3.09E. 5.** - Power System Study settings are done by others.

Spec 26 32 13 Engine Generators

- 2.12D .17 – IBC certification is not required by site in Pflugerville, TX.
- 2.15F.2. – Transformer is included to feed 200A load center in the generator enclosure. Transformer is assumed to be 480-208VAC to power load center. Not shown on the one-line at this time.
- 2.15F. 4. & 5. – This specification references 26 50 00. This specification section was not provided in the bid documents.
- 3.03 – Installation provided by installing contractor. Cummins to coordinate with the selected contractor.
- 3.05B – Power system study and testing is typically the responsibility of the installing contractor.

TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter 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. 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, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

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 agreed upon by the parties in writing. The Quote is based upon the assumption that the Equipment will be reasonably available and is not subject to unusual market fluctuations. In the event of unusual and/or unanticipated price fluctuations and/or shortage of materials ("Fluctuations"), Cummins reserves the right to adjust the estimated delivery time and/or the price to reflect such Fluctuations. Subject to the foregoing, any Quote is valid for 60 days, and the price is firm provided drawings are approved and returned within 60 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth 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. Cummins makes no representation or assurance as to the Equipment complying with any Buy America or Buy American laws, regulations, or requirements unless specifically provided in the Quote.

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. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. 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 best 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 from Fluctuations or 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 THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR 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 LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

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.

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.

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.

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 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.

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.

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, receipt of a purchase order for a generator already on order with the factory, or 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 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.

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.

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.

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.

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.

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 use 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.

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.

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 FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, 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) 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 EVEN IF THE EXCLUSIVE REMEDY UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

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.

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.

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.

GOVERNING LAW AND JURISDICTION

This Agreement and all matters arising hereunder shall be governed by 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 courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

INSURANCE

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

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.

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 licence or any other rights to use any of the intellectual property rights of Cummins.

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 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 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 of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern. Cummins may incur additional charges which will be passed on to the Customer, as applicable.

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.

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.



	65dB(A) @ 40ft Sound Attenuated Enclosure, Gravity Discharge, Motorized Intake Louvers. Externally Mounted	1
	Breakglass E-stop, Door Intrusion Alarms	
	Enclosure Electrical Package - 200A Load Center, XMFR, LED Lights - Internal & External, Exhaust Fan and Heater with Thermostat	1
	24 Hour UL2085 Subbase Fuel Tank - 5000 Gallons	1
	Platforms Down Each Side of the Genset, Platforms for SCR - Ladder Access to Roof For SCR Service	1
	Onsite Assembly Assistance	1
	Spare parts - (2) Spare Filter Sets, (1) Radiator Hose set, (1) Belt Set	1
	Witness Testing Expense - Travel, Techs (5 Attendees)	1
	Battery(ies) for this power node range	2
	Startup - PowerGen Field Service - Austin, TX	1
	System Instruction for Site Personnel by Field Technician	1
	6 Hour Resistive Load Bank, with written record - (30min @ 25%, 30min @ 50%, 30min @ 75%, Remainder at 100%)	1
	2750kW @ 4160V Load Bank Week Rental - 100MV Cables Hi-Pot Tested before Delivery	1
	2 Hour Building Load, with written record	1
	Misc Parts Freight	1
	Freight - generator	1
	Electronic O&M Manuals	1
2	SPCL, Switchgear-Special Build	1
	SPCL, Switchgear Rating	
	Switchgear Phase 1A - Per BOM Below with 5 Year Warranty	
	AES/Field Service Austin - PGear Startup	1

SWITCHGEAR Project Overview – Switchgear: - PHASE 1

Gensets:

PCC Controller	KW Size	New Gens	Future Gens	Voltage	Operation Mode
TBA	2250	1	1	4160v 3ph, 3w	Open Transition Transfer Pair

Project Summary

Equipment Listing	Main Bus	Main Bus Type	Bus Bracing	Breaker MVA Rating	Control Voltage	Enclosure Type
UL-MV	2000A	Insulated by Fluidized Bed Process	40kA	250	125 VDC	N1

Switchgear Bill of Materials (BOM)

SWG-1A- Phase 1

- IR Windows
- Integrated Electric Racking
- Tin Plated Copper Bus
- Strip Heaters with Tstats
- Manual Ground and Test Device
- Hinged Rear Doors
- Compression Lugs
- Test Cabinet with Jumpers
- Spares
- Certified Test Reports

Utility Main Breaker (UM)

2000 AF Vacuum Circuit Breaker, Electrically Operated/Drawout - Qty: 1
Set of Current Transformers (2000:5) - Qty: 1
Set of Potential Transformers (Line and Bus) - Qty: 2 sets
SR-850 Multifunction Relay - Qty: 1
#86 Lockout Relay - Qty: 1
#43 Auto/Manual Switch - Qty: 1
#43 Breaker Control Switch - Qty: 1
PQMII Power Meter- Qty: 1
Station Class Surge Arrestors and Surge Caps

Generator Main Breaker (GM)

2000 AF Vacuum Circuit Breaker, Electrically Operated/Drawout - Qty: 1
Set of Current Transformers (2000:5) - Qty: 1
SR-889 Multifunction Relay - Qty: 1
#86 Lockout Relay - Qty: 1
#43 Breaker Control Switch - Qty: 1
PQMII Power Meter- Qty: 1
Station Class Surge Arrestors and Surge Caps

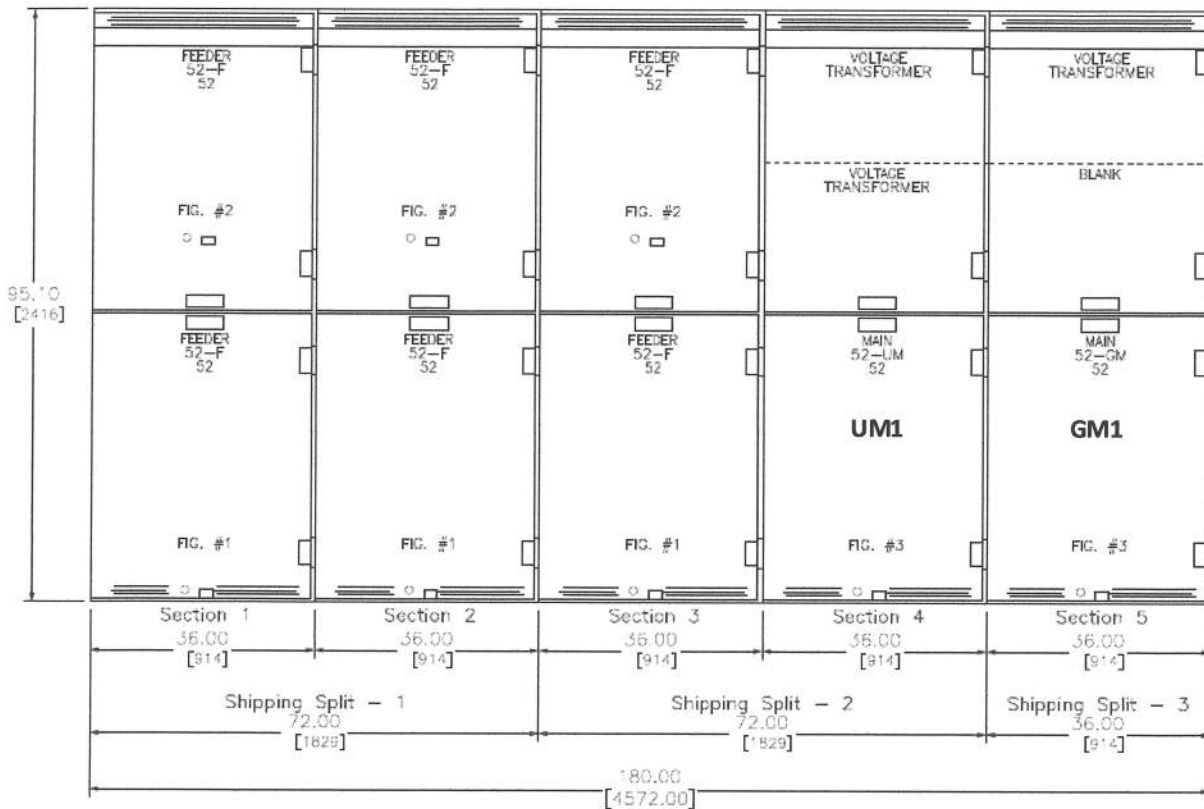
Distribution/Feeder Breaker

1200 AF Vacuum Circuit Breaker, Electrically Operated/Drawout - Qty: 6
Set of Current Transformers (1200:5) - Qty: 1 set each on 3 breakers, 2 sets on 3 breakers
SR-850 Relay - Qty: 6
#86 Lockout Relay - Qty: 6
#43 Breaker Control Switch - Qty: 6

Materials/Accessories:

Circuit Breaker Lift Truck - Qty: 1
125vdc battery system with DC Panelboard
Neutral Grounding Resistor – Qty: 1

Preliminary System Layout and One-Line – Switchgear (NEXT PAGE)



DIGITAL MASTER CONTROL –

No Master Controls for Phase 1. All Control is done by the PCC3.3 PTC supplied by distributor.



Completed Bid Forms

Cummins Southern Plains, LLC
600 N. Watson Road
Arlington, TX 76011
Phone 817 640 6801
cummins-sp.com

time within which the OWNER may accept such BID and said Surety does hereby waive notice of any such extension.

The obligations of the parties under this BOND shall be performable in Travis County, Texas and shall be construed under the laws of the State of Texas. If legal action is necessary in connection with this BOND, exclusive venue shall be in Travis County, Texas.

Surety companies executing this BOND must appear on the United States Treasury Department's most current list (Circular 570, as amended) and otherwise be authorized to transact business in the State of Texas.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed and Agreed to this 20th day of September, 2021.

Federal Insurance Company
SURETY (seal)

Cummins Southern Plains LLC
PRINCIPAL/CONTRACTOR

By: *Kristin L. Hannigan*
(Signature)

By: _____
(Signature)

Kristin L. Hannigan

(Print Name)

(Print Name)

Attorney-in-Fact

(Print Title)

(Print Title)

[ATTACH POWER OF ATTORNEY]

[Additional signatures, if
any, attached]

ATTEST: *Susan A. Welsh*
Susan A. Welsh - Witness

ATTEST: _____

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Samantha Chierici, Jessica B. Dempsey, Derek J. Elston, Rachel Fore, Kristin L Hannigan, Jennifer L. Jakaitis, Andrew Marks, James B. McTaggart, Judith A. Lucky-Eftimov, Sandra M. Nowak, Diane M. O'Leary, Nicholas Pantazis, Christina L. Sandoval, Bartlomiej Siepinski, Christopher P. Troha, Aerie Walton, Susan A. Welsh and Sandra M. Winsted of Chicago, Illinois -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 26th day of February, 2021.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 26th day of February, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 16, 2024

[Signature]
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this September 20, 2021



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

time within which the OWNER may accept such BID and said Surety does hereby waive notice of any such extension.

The obligations of the parties under this BOND shall be performable in Travis County, Texas and shall be construed under the laws of the State of Texas. If legal action is necessary in connection with this BOND, exclusive venue shall be in Travis County, Texas.

Surety companies executing this BOND must appear on the United States Treasury Department's most current list (Circular 570, as amended) and otherwise be authorized to transact business in the State of Texas.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed and Agreed to this 20th day of September, 2021.

Federal Insurance Company
SURETY (seal)

By: [Signature]
(Signature)

Kristin L. Hannigan
(Print Name)

Attorney-in-Fact
(Print Title)

[ATTACH POWER OF ATTORNEY]

ATTEST: Susan A. Welsh
Susan A. Welsh - Witness

Cummins Southern Plains LLC
PRINCIPAL/CONTRACTOR

By: [Signature]
(Signature)

Jenny Bush
(Print Name)

VP-CSSNA
(Print Title)

[Additional signatures, if any, attached]

ATTEST: _____

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Samantha Chierici, Jessica B. Dempsey, Derek J. Elston, Rachel Fore, Kristin L Hannigan, Jennifer L. Jakaitis, Andrew Marks, James B. McTaggart, Judith A. Lucky-Eftimov, Sandra M. Nowak, Diane M. O'Leary, Nicholas Pantazis, Christina L. Sandoval, Bartlomiej Siepierski, Christopher P. Troha, Aerie Walton, Susan A. Welsh and Sandra M. Winsted of Chicago, Illinois -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 26th day of February, 2021.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon ss.

On this 26th day of February, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this September 20, 2021



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1)

7 _____
Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CITY OF PFLUGERVILLE NON-COLLUSION CERTIFICATION


STATE OF Texas
COUNTY _____
OF Travis

Contractor: Cummins Southern Plains, LLC
6226 Pan Am Expressway North
San Antonio, TX 78218

Contract: CITY OF PFLUGERVILLE
SURFACE WTP STANDBY GENERATOR
PRE-SELECTION. Project Number Unknown

Contractor certifies that it has not been a party to any collusion among Contractors in the restraint of freedom of competition by agreement to submit a Bid or Proposal at a fixed price or to refrain from submitting a Bid or Proposal; or with any official or employee of the City as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between Contractors and any official of the City concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Contractor: Cummins Southern Plains LLC
(typed or printed name of organization)

Signature: 
(individual's signature)

Name: Phillip Hull
(typed or printed)

Title: Sales Director - PG Commercial
(typed or printed)

Business Address:
Cummins Southern Plains, LLC
6226 Pan Am Expressway North
San Antonio, TX 78218

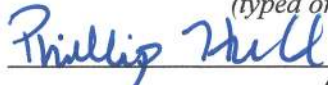
Phone: 210-215-6493 Email: ryan.hutchins@cummins.com
(Attach evidence of authority to sign if Contractor is a corporation, partnership, or a joint venture.)

**CITY OF PFLUGERVILLE STATE OF TEXAS TAX CODE,
CHAPTER 151 COMPLIANCE CERTIFICATE**

Contractor shall comply with all applicable sales, excise, and use tax requirements of the Texas Tax Code. The Contractor hereby certifies that the Contract Sum is divided as follows:

Tax exempt products, materials, and services (See Notes 1 and 2)	\$	<u>2,175,930.00</u>
Taxable products, materials, and services (See Note 3)	\$	<u>0</u>
Total (See Note 4)	\$	<u>2,175,930.00</u>

Contractor: Cummins Southern Plains LLC
(typed or printed name of organization)

Signature: 
(individual's signature)

Name: Phillip Hull
(typed or printed)

Title: Sales Director - PG Commercial
(typed or printed)

Business Address:
6226 Pan Am Expressway North
San Antonio, TX 78218

Phone: 210-215-6493 Email: ryan.hutchins@cummins.com

Note:

1. Exempt products and materials are those items purchased for the Project which are physically incorporated into the Project constructed for the City or are necessary and essential for providing the Work and are completely consumed for the Project. For purposes of this definition, products and materials are completely consumed if after being used once for its intended purpose it is used up or destroyed. Products and materials rented or leased for use in providing the Work cannot be completely consumed for the purposes of this definition.
2. Exempt services are those services performed at the Project Site where the Contract expressly requires the specific service to be provided or purchased by the person performing the service and is integral to completing the Work.
3. Products, materials, and services are not tax exempt if they are used by the Contractor but are not physically incorporated into the City's Project or are not consumed by construction or installation as defined above. Machinery or equipment and its accessories and repair and replacement parts used in providing the Work are not exempt.
4. The total sum of the amount for tax exempt and taxable products, materials, and services must equal the Contract Sum.

CITY OF PFLUGERVILLE COMPLIANCE TO TEXAS STATE

LAW REGARDING NONRESIDENT BIDDERS

Texas Government Code Chapter 2252 applies to the award of government contract to nonresident bidders. This chapter provides that:

“a government entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lower bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.”

“Nonresident bidder” refers to a person who is not a resident of Texas.

“Resident bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Check the statement that is correct for Bidder:

- Bidder (includes parent company or majority owner) qualifies as a resident bidder whose principal place of business is in the state of Texas.
- Bidder qualifies as a nonresident bidder whose principal place of business or residency is in the state of: _____

Any determination of state bidder preference law is based on the Texas Comptroller’s annual summary of other state bidder preference laws.

Bidder: Cummins Southern Plains LLC
(typed or printed name of organization)

Signature: 
(individual’s signature)

Name: Phillip Hull
(typed or printed)

Title: Sales Director - PG Commercial
(typed or printed)

Business Address:

Cummins Southern Plains LLC
6226 Pan Am Expressway North
San Antonio, TX 78218

Phone: 210-215-6493 Email: ryan.hutchins@cummins.com
(Attach evidence of authority to sign if Offeror is a corporation, partnership, or a joint venture.)



Cummins Southern Plains LLC - Additional Information

Cummins Southern Plains, LLC
600 N. Watson Road
Arlington, TX 76011
Phone 817 640 6801
cummins-sp.com



Cummins Sales & Service – Gulf Region

Multiple Generator & Paralleling Switchgear Projects

(190 Installations)

<p>Hewlett Packard Houston, Austin, Atlanta, Colorado Springs (15) 2000 DQKC, 12470VAC (66) 2000 DQKAB, 12470VAC 13 Sets of Paralleling Switchgear PSP, BDMI, EYP</p>	<p>BANK OF AMERICA – Wyndham Data Center Richardson, TX (8) 2000 DQKC, 15 KV Syska Hennessy Group H & G Electric</p>
<p>TCC San Antonio San Antonio, TX (28) 2500 DQLC, 13800VAC, Utility Paralleling Switchgear HDR</p>	<p>Dallas Cowboys Stadium Arlington, TX (3) 1500 DQGAB, 4160VAC Paralleling Switchgear ME Engineers</p>
<p>Scott & White Hospital Temple, TX (4) 2000 kW (4 Future), 12470VAC Paralleling Switchgear Jacobs Carter Burgess</p>	<p>United Regional Health Care Wichita Falls, TX (2)-1250 kW, 4160VAC Paralleling Switchgear SSR</p>
<p>Broadwing Communications Dallas, Chicago, New York, Santa Clara (2) 2000 DQKC, 480VAC, Paralleling Switchgear Broadwing Communications</p>	<p>Texas Instruments – South Campus Dallas, TX (2) 2000 DQKC, Utility Paralleling Switchgear Page Southerland Page</p>
<p>Upper Trinity Lakeview Lake Dallas, TX (2) 2000 DQKC, 480VAC, Paralleling Switchgear CH2M Hill</p>	<p>BANK OF AMERICA – Infomart Dallas, TX (4) 1750 DQKAA, 5 KV, Paralleling Switchgear Syska Hennessy Group</p>
<p>Carter Blood Center Ft. Worth, TX 1500 DFMB, 480VAC, Utility Paralleling Switchgear CCRD</p>	<p>Ameritrade Ft. Worth, TX (2) 1250 VAC, 480VAC, Paralleling Switchgear DLR Group Omaha, NE</p>
<p>Qwest Dallas Dallas, TX (2) 750 DFHA, 480VAC, Paralleling Switchgear Carlson Engineers</p>	<p>The Planet – Data Center 6 Dallas, TX 2000DQKC, (2) 2250DQKH, 2000DQKAC, 480VAC Paralleling Switchgear</p>
<p>The Planet – Data Center 2 Dallas, TX 1500DFLE, 1000DFHD, 2000DQKAC, 480VAC, Paralleling Switchgear</p>	<p>Texas Instruments Dallas, TX (2) 2000 DQKC, Utility Paralleling Switchgear Page Southerland Page</p>

Cummins Sales and Service
600 N. Watson Rd.
Arlington, TX 76001
Tel (800) 306-6801
salesandservice.cummins.com

<p>CitiGroup Regent Dallas, TX (4) 2000 DQKC, 480VAC, Paralleling Switchgear Blum Engineering</p>	<p>Mary Kay Dallas, TX (2) 1500 DFLE, 480VAC, Utility Paralleling Switchgear Jacobs Carter and Burgess</p>
<p>CitiGroup Las Colinas Irving, TX (3) 1000 DFHD, 480VAC, Paralleling Switchgear Blum Engineering</p>	<p>Hackberry Pump Station Irving, TX (2) 1500 DFLE, 4160VAC, Paralleling Switchgear Malcolm Pirnie</p>
<p>Lake Ray Roberts Denton, TX (2) 1500 DFLE, 4160VAC, Paralleling Switchgear Freese & Nichols, Gupta & Assoc.</p>	<p>HCA Lewisville Hospital Lewisville, TX 1250 DFLE, 750 DFHA, 480VAC, Paralleling Switchgear CCRD</p>
<p>Spohn Hospital Corpus Christi, TX (2) 800 DFHB, 480VAC, Paralleling Switchgear, Bypass Transfer Switches Page Southerland Page</p>	<p>Methodist Mansfield Mansfield, TX (2) 800 DQCC, 480VAC, Paralleling Switchgear, Bypass Transfer Switches Dale Caffey Engineering</p>
<p>Austin Heart Hospital Austin, TX (2) 750 DFHA, 480VAC, Paralleling Switchgear</p>	<p>VA Data Center Austin, TX (2) 900 DFHC, 480VAC, Paralleling Switchgear</p>
<p>Valero Data Center San Antonio, TX (2) 2000 kW, 12470VAC Paralleling Switchgear BDMI</p>	<p>O.N. Stevens San Antonio, TX (3) 2000 DQKC, 4160VAC, Utility Paralleling Switchgear Colwell & Assoc.</p>
<p>Harlingen Medical Center Harlingen, TX (2) 1250 DFLE, 480VAC, Paralleling Switchgear</p>	<p>Brownsville PUB Brownsville, TX (2) 1250 DFLE, 480VAC, Utility Paralleling Switchgear (8) Utility Paralleling PLTE Switches</p>
<p>Softlayer (EV1) Houston, TX 2000 kW, 1250 kW, 1500 kW, 480VAC, Paralleling Switchgear</p>	<p>TECO Power Expansion Houston, TX (4) 2000 DQKC, 4160VAC, Utility Paralleling Switchgear Shah Smith Engineers</p>
<p>Toyota Center Houston, TX (2) 1250 DFLE, 480VAC, Paralleling Switchgear Bovay Engineering</p>	<p>Baylor College of Medicine Central Plant Houston, TX (3) 2000 DQKC, 480VAC, Paralleling Switchgear E&C Engineers</p>
<p>Memorial Hermann Medical Plaza Houston, TX (2) 1500 DFLE, 480VAC, Paralleling Switchgear Wylie and Associates</p>	<p>Softlayer (EV1) Houston, TX (4) 2000 DQKC, 480VAC, Paralleling Switchgear</p>

<p>WorldCom (Verizon) Richardson, Houston (9 Other Sites) (6-8) 2000 DQKC, 15 KV, Paralleling Switchgear Mills Electric</p>	<p>Baylor College of Medicine Chiller Mitigation Houston, TX (2) 2500 DQLA, 4160VAC, Paralleling Switchgear BDMI</p>
<p>Scomi Oil Tools Nigeria (2) 550 DFGB, (2) 800DFHC, 416VAC, Paralleling Switchgear</p>	<p>Weatherford International Angola (2) 440DFEK, 380VAC, Paralleling Switchgear</p>
<p>Dow Chemical Houston, TX (3) 500DFEK, 480VAC, Paralleling Switchgear RLB Engineering</p>	<p>Reliant Energy EC/DC Facility Houston, TX 1500DFLE, 480VAC, Utility Paralleling Switch (PLTE) Robert Young & Associates</p>
<p>St. John Medical Center Tulsa, OK (5) 1500kW DFMB, 4160VAC, 40 transfer switches, PowerCommand Network and Paralleling Switchgear Lee and Browne Consulting Engineers</p>	<p>Calpine Tulsa, OK 1250 DFLE, 480VAC, Utility Paralleling Switch CH Guernsey Engineers</p>
<p>TierPoint Data Center Oklahoma City, OK (3) 1000 kW, 480VAC, Utility Paralleling Switchgear Darr & Collins</p>	<p>Hertz Reservation Center Oklahoma City, OK (4) 1250 DFLE, 480VAC, Utility Paralleling Switchgear FSB Engineers</p>
<p>US Army Ammunition Plant McAlester, OK (2) 2000 DQKC, 12480VAC, Utility Paralleling Switchgear US Army</p>	<p>Chickasaw Nation Medical Center Ada, OK (2) 1500 DQGAB, 480VAC Paralleling Switchgear, 11 transfer switches Page Southerland Page</p>
<p>Chickasaw Riverwind Casino Goldsby, OK (3) 2000 DQKC, 480VAC, Utility Paralleling Switchgear Harwood Engineers</p>	<p>Stillwater Power Stillwater, OK (4) 2000 DQKC, 480VAC Selective Catalytic Reduction (SCR) System Blackstart and Baseload Application</p>
<p>Chickasaw WinStar Casino Thackerville, OK (5) 2250DQKH, 480VAC, Utility Paralleling Switchgear Aguirre Corporation</p>	<p>University of Oklahoma South Campus Norman, OK 2000 DQKC, 4160VAC, Utility Paralleling Switch (PLTE) ZRHD Consulting Engineers</p>
<p>Integris Southwest Medical Center Oklahoma City, OK (2) 750 DFHA, 1250 DFLE, 480VAC, Paralleling Switchgear, Bypass Isolation Transfer Switches CH Guernsey Engineers</p>	<p>Integris Baptist Medical Center Oklahoma City, OK (2) 750 DFHA, (2) 750DFJA, 480VAC, Paralleling Switchgear, Bypass Isolation Transfer Switches Benham</p>

<p>Dobson Communications OKC Call Center Oklahoma City, OK (1) 500DFEK, 480VAC, Utility Paralleling ATS (PLTS) Darr & Collins</p>	<p>Dobson Communications Headquarters Oklahoma City, OK (3) 750 DFHA, 480VAC, Utility Paralleling Switchgear Darr & Collins</p>
<p>University of Oklahoma Medical Center Oklahoma City, OK (3)-1000DQFAD, 480VAC, Paralleling Switchgear, Multiple ATS Project Solutions Engineering</p>	<p>St. Anthony Hospital Oklahoma City, OK (2) 900 DFHC, 480VAC, Paralleling Switchgear FSB Engineers</p>
<p>AT&T Oklahoma City, OK (4) 2000DQKC, 4160VAC, Paralleling Switchgear 28 Isolation Bypass Transfer Switches Lee & Browne Consulting Engineers</p>	<p>Muskogee VA Hospital Muskogee, OK (2) 750 DFHA, 480VAC, Paralleling Switchgear Lee & Browne Consulting Engineers</p>
<p>Broken Arrow Medical Center Broken Arrow, OK (3) 1000 DQFAD, 480 VAC, Paralleling Switchgear Multiple Transfer Switches TLC Engineering</p>	<p>Coca Cola Call Center Tulsa, OK 1000 DQFAD, 500 DFEK, Paralleling Switchgear</p>
<p>Texas Health Southwest (Methodist SW) Fort Worth, TX (2) 750 DQFAA, 750 DFGE, 480 VAC, Paralleling Switchgear Jacobs & Associates</p>	<p>HCA Conroe Conroe, TX (2) 1500 DQGAB, 480 VAC, Paralleling Switchgear 10 Transfer Switches</p>
<p>US Able Corporation (Blue Cross Blue Shield) Conway, Arkansas 1000 DQFAD, 480 VAC, Paralleling Switchgear Technology Management Inc. (TMI)</p>	<p>US Able Corporation (Blue Cross Blue Shield) Little Rock, Arkansas 1000 DQFAD, 480 VAC, Paralleling Switchgear Technology Management Inc. (TMI)</p>
<p>Chase Bank Houston, TX 1250 DQGAA, 1250 DFLC, 480 VAC, Paralleling Switchgear RLB Engineering</p>	<p>Farmers Insurance Network Operation Center Oklahoma City, OK (2) 1000 DQFAD, 2000 DQKAB, 480 VAC, Utility Paralleling Gear PMI Engineering</p>
<p>Bank of America Coit Plano, TX (10) 2250 DQKH, 12470 VAC, Utility Paralleling Switchgear Page Southerland Page</p>	<p>Methodist Hospital San Antonio, TX (2) 2000 DQKAB, 4160 VAC, Paralleling Gear Corporate Energy Consultants</p>
<p>AAA Operations Center Oklahoma City, OK (3) 500 DFEK, 480 VAC, Paralleling Switchgear Larson Binkley</p>	<p>Methodist West Hospital Houston, TX (3) 2000 DQKAB, 4160 VAC, Paralleling Switchgear Page Southerland Page</p>



Sales and Service

<p>North McKinney Lift Station McKinney, TX 1500 DQGAB, Future 1000 kW, 480 VAC, Utility Paralleling Switchgear McCreary and Associates</p>	<p>Randolph Brooks San Antonio, TX (3) 500 kW, 480 VAC, Paralleling Switchgear Cleary Zimmerman</p>
<p>Frost Bank San Antonio, TX (3) 1500 DQGAB, 4160 VAC, Utility Paralleling Switchgear Page Southerland Page</p>	<p>Medina Annex – Lackland AFB San Antonio, TX (4) 750 DQFAA, 480 VAC, Paralleling Switchgear Reynolds, Smith, and Hills</p>
<p>Methodist Stone Oak Hospital San Antonio, TX (3) 800 kW Nat Gas, (1) 1000 DQFAD Diesel, 480 VAC, Paralleling Switchgear CCRD Dallas</p>	<p>Tinker Air Force Base Oklahoma City, OK (3) 2000 DQKAB, 12470 VAC, Paralleling Switchgear</p>
<p>Muskogee Creek Casino (River Spirit) Tulsa, OK (2) 1500 DQGAB, 480 VAC, Paralleling Switchgear</p>	<p>Austin Bergstrom Airport Austin, TX (2) 750 kW, 480 VAC, Paralleling Switchgear</p>
<p>Corpus Christi Medical Center Corpus Chirsti, TX (2) 750 DQFAD, 480 VAC, Paralleling Switchgear Corporate Energy Consultants</p>	<p>Armed Forces Reserve Center Muskogee, OK (2) 650 kW Nat Gas, 480 VAC, Paralleling Switchgear Haskell</p>
<p>Paycom Data Center Oklahoma City, OK (2) 1000 DQFAD, 480 VAC, Paralleling Switchgear Darr & Collins</p>	<p>Williams Communications New Jersey (2) 1500 DQFAB, 480 VAC, Paralleling Switchgear</p>
<p>George W. Bush Presidential Library Dallas, TX (4) 350 DFEG Natural Gas Generators, 480 VAC, Paralleling Switchgear CHPA</p>	<p>University of Houston Biomedical Services Bld. Houston, TX (2) 1500 DQGAB, 480 VAC, Paralleling Switchgear E&C Engineers</p>
<p>Randolph Air Force Base Bld. 499 San Antonio, TX (3) 1500 DQGAB, 480 VAC, Utility Paralleling Switchgear Brandt Engineering</p>	<p>Lakeway Hospital Austin, TX (3) 1500 DQGAB, 480 VAC, Paralleling Switchgear Page Southerland Page Austin</p>
<p>Texas Scottish Rite Hospital Dallas, TX (2) 1500 DQGAB, 4160 VAC, Paralleling Switchgear CCRD</p>	<p>Resaca Lift Station Corpus Christi, TX (2) 800 kW, 480 VAC, Paralleling Switchgear B. Hamon</p>
<p>Randolph Brooks Federal Credit Union San Antonio, TX (2) 800 DQFAB, 480 VAC, Paralleling Switchgear Cleary Zimmerman</p>	<p>Baylor Research and Innovation Center Waco, TX 500 DFEB, Future 500 kW, 480 VAC, Paralleling Switchgear Shah Smith & Associates</p>

<p>Denton County Administration Complex Denton, TX 750 kW, Future 750 kW, 480 VAC, Paralleling Switchgear HDR</p>	<p>Austin Energy Data Center Austin, TX (2) 2500 DQLE, (2) Future 2500 kW, 12470 VAC, Utility Paralleling Switchgear Ellerbe Becket</p>
<p>Parkland Hospital Central Plant Dallas, TX (7) 2500 DQLE, (1) Future 2500 kW, 13800 VAC, Utility Paralleling Switchgear Burns & McDonnell</p>	<p>Baytown Area Water Authority - Fritz Lanham Water Treatment Plant Houston, TX (3) 1500 DQGAB, 12470 VAC, Paralleling Switchgear Arcadis Malcolm Pirnie</p>
<p>St. Johns Medical Center Surgical Pathology Tulsa, OK (2) 500 DFEK, 480 VAC, Paralleling Switchgear Lee & Browne Consulting Engineers</p>	<p>Baylor Main Street Annex – BIS Data Center Dallas, TX (2) 1000 DQFAD, 480 VAC, Paralleling Switchgear CCRD Dallas</p>
<p>JP Morgan Chase Greens Crossing Houston, TX (2) 1250 kW, 480 VAC, Paralleling Switchgear Redding Linden Burr</p>	<p>CTUA Artesian Hotel and Conference Center Sulphur, OK 2500 DQLE, 480 VAC, Utility Paralleling Switchgear Darr & Collins</p>
<p>JP Morgan Chase Fannin Houston, TX (3) 1500 DQGAB, 480 VAC, Paralleling Switchgear CCRD Houston</p>	<p>Ben E Keith Houston, TX (2) 1500 kW, 480 VAC, Paralleling Switchgear Telios</p>
<p>Broken Arrow High Service Pump Station Broken Arrow, OK (3) 2000 DQKAB, 4160 VAC, Utility Paralleling Switchgear HDR</p>	<p>Air Liquide Pasadena Pasadena, TX 1500 DQGAB, 480 VAC, Utility Paralleling Air Liquide</p>
<p>Temple Water Treatment Plant Temple, TX (2) 1250 DQGAB, 2400 VAC, Utility Paralleling Switchgear McCreary & Associates</p>	<p>Ft Bend WCID #2 Water Treatment Plant Stafford, TX (3) 500 kW Nat Gas, 480 VAC, Paralleling Switchgear Jones & Carter</p>
<p>VA Austin Data Center Austin, TX (2) 2000 DQKAB, 480 VAC, Paralleling Switchgear DFW Consulting</p>	<p>Cimarex Energy Tulsa, OK (2) 250 kW, 480 VAC, Paralleling Switchgear Darr & Collins</p>
<p>ATOS Data Center Dallas, TX (2) 2000 DQKAB, 480 VAC, Paralleling Switchgear TMI</p>	<p>Schumberger WesternGeCo Houston, TX (2) 2000 DQKAB, 4160 VAC, Utility Paralleling Switchgear Paschal Engineering</p>

<p>Timber Creek WWTP Lewisville, TX 750 DQCB, 480 VAC, Utility Paralleling Switchgear McCreary & Associates</p>	<p>SJRA GRP Water Treatment Facility Conroe, TX (2) 2000 DQKAE (6 Future), 12470 VAC, Utility Paralleling Switchgear HDR</p>
<p>Witcher Pump Station Oklahoma City, OK (2) 2250 DQKAF, 4160 VAC, Paralleling Switchgear CP&Y</p>	<p>League City Public Safety Building League City, TX 750 DQCB, 750 GFLC, 480 VAC, Paralleling Switchgear DBR Engineering</p>
<p>Cummins Southern Plains Rebuild Center Dallas, TX (2) 1000 DQFAD, 480 VAC, Utility Paralleling Switchgear Telios</p>	<p>Children's Center Central Plant Bethany, OK (2) 1000 DQFAD, 480 VAC, Paralleling Switchgear</p>
<p>Memorial Hermann Southwest Houston, TX (2) 1500 DQGAB, 480 VAC, Paralleling Switchgear IDesign Services</p>	<p>Cook Children's South Central Plant Ft. Worth, TX (3) 2250 DQKAF, 12470 VAC, Utility Paralleling Switchgear Smith Seckman Reid Dallas</p>
<p>Infomart Colocation Dallas, TX (3) 2500 DQKAN, 480 VAC, Paralleling Switchgear TMI</p>	<p>Upper White Rock Lift Station Plano, TX 900 DQFAC, 480 VAC, Utility Paralleling Switchgear McCreary & Assoc.</p>
<p>Medical City Dallas Building E Dallas, TX (3) 800 DQCC, 480 VAC, Paralleling Switchgear CCRD Dallas</p>	<p>HCA Alliance Medical Center Ft. Worth, TX (2) 500 DFEK, 480 VAC, Paralleling Switchgear ICT</p>
<p>UTD Bioengineering and Science Building Dallas, TX (2) 1250 DQGAA, 480 VAC, Paralleling Switchgear Page Dallas</p>	<p>St. Anthony Hospital Shawnee Shawnee, OK (3) 500 DFEK, 480 VAC, Paralleling Switchgear HGA</p>
<p>QTS Data Center Irving, TX (7) 2500 DQLE, 13,800 VAC, Utility Paralleling Switchgear GDS</p>	<p>Centerpoint Energy Data Center Houston, TX (3) C3250 D6e Page Houston</p>
<p>UT Seton Medical Center Austin, TX (2) 2000 DQKAB, 480 VAC, Paralleling Switchgear CCRD</p>	<p>Infomart Central Plant Dallas, TX (3) 2250 DQKAF, 4160 VAC, Paralleling Switchgear TMI</p>

<p>TierPoint Data Center Building 2 Oklahoma City, OK (2) 2000 kW, 480VAC, Utility Paralleling Switchgear Darr & Collins</p>	<p>St. Anthony Medical Center Pavilion Oklahoma City, OK (2) 1000 DQFAD, 480 VAC, Paralleling Switchgear EDA</p>
<p>Mercy Hospital Central Plant Oklahoma City, OK (2) 2750 DQLF, 12,470 VAC, Utility Paralleling Switchgear TME</p>	<p>Hillwood Perot Office Building Dallas, TX (2) 725 GFLC, 480 VAC, Paralleling Switchgear Blum</p>
<p>Texas Health Huguley Burleson, TX (2) 1000 DQFAD, 480 VAC, Paralleling Switchgear CCRD</p>	<p>Midwest City Hospital Midwest City, OK (2) 800 DQCC, 480 VAC, Paralleling Switchgear Hugh Nash</p>
<p>Chickasaw Telephone Technology Building Sulphur, OK (2) 1000 DQFAD, 480 VAC, Utility Paralleling Switchgear Allen Consultants</p>	<p>Museum of Fine Arts Houston, TX (4) 725 GFLC Nat Gas, 480 VAC, Paralleling Switchgear ICOR</p>
<p>Paycom Data Center Building III Oklahoma City, OK (2) 1000 DQFAD, 480 VAC, Paralleling Switchgear PSA</p>	<p>Covenant Medical Center Lubbock, TX (3) 1000 kW, 1250 kW, 4160 VAC, Paralleling Switchgear CCRD</p>
<p>Liberty Mutual Insurance Plano, TX (2) 2500 DQKAN, 4160 VAC, Paralleling Switchgear Telios</p>	<p>Harris County ID 18 Springwoods WP Houston, TX 550 kW Natural Gas, 480 VAC, Paralleling Switchgear CDM Smith</p>
<p>HC MUD 542 – Rosehill Reserve WP Houston, TX (2) 500 DF EK, 480 VAC, Paralleling Switchgear Shrader Engineering</p>	<p>Choctaw Nation Regional Medical Center Durant, OK (2) 1250 DQGAA, 480 VAC, Paralleling Switchgear HP Engineering</p>
<p>Memorial Hermann North Cypress Hospital Cypress, TX (2) 1000 DQFAD, 480 VAC, Paralleling Switchgear Wylie & Assoc.</p>	<p>Choctaw Nation HQ Durant, OK (2) 2250 DQKAF, 480 VAC, Paralleling Switchgear FSB</p>
<p>Christus Spohn Shoreline Hospital Corpus Christi, TX (2) 2000 DQKAB, 12470 VAC, Paralleling Switchgear WSP CCRD</p>	<p>JP Morgan Chase DFW Campus Plano, TX (2) 2000 DQKAB, 12470 VAC, Paralleling Switchgear Syska Hennessy Group</p>



Sales and Service

Paycom Data Center Building IV Oklahoma City, OK (2) C3500 D6, 480 VAC, Paralleling Switchgear Darr & Collins	QTS DFW SL Irving, TX (8) 2500 DQLE, 13800 VAC, Utility Paralleling Switchgear GDS
Choctaw Casino Grant, OK 2250 DQKAF, 480 VAC, Paralleling Switchgear IC Thomasson	Baylor Scott & White All Saints Ft. Worth, TX 2000 DQKAB, 1000 kW, 4160 VAC, Paralleling Switchgear CCRD (WSP)
Texas Scottish Rite Hospital Frisco, TX (2) 2000 DQKAB, 480 VAC, Paralleling Switchgear CCRD (WSP)	TD Ameritrade Southlake, TX (2) 2500 DQKAN, 4160 VAC, Paralleling Switchgear Blum Consulting
Columbus Land Port of Entry Columbus, NM (2) 1000 DQFAD, 480 VAC, Paralleling Switchgear TTG Goetting (IMEG)	Houston Methodist St. John Hospital Nassau Bay, TX (2) 1500 DQGAB, 480 VAC, Paralleling Switchgear Smith Seckman Reid
Baylor Scott & White Irving Irving, TX (4) 1500 DQGAB, 4160 VAC, Paralleling Switchgear CCRD (WSP)	Memorial Hermann Northeast Hospital Humble, TX (2) 1000 DQFAD, 480 VAC, Paralleling Switchgear Shah Smith
Our Lady of the Lake Children's Hospital Baton Rouge, LA (2) 1500 DQGAF, 480 VAC, Paralleling Switchgear CCRD (WSP)	



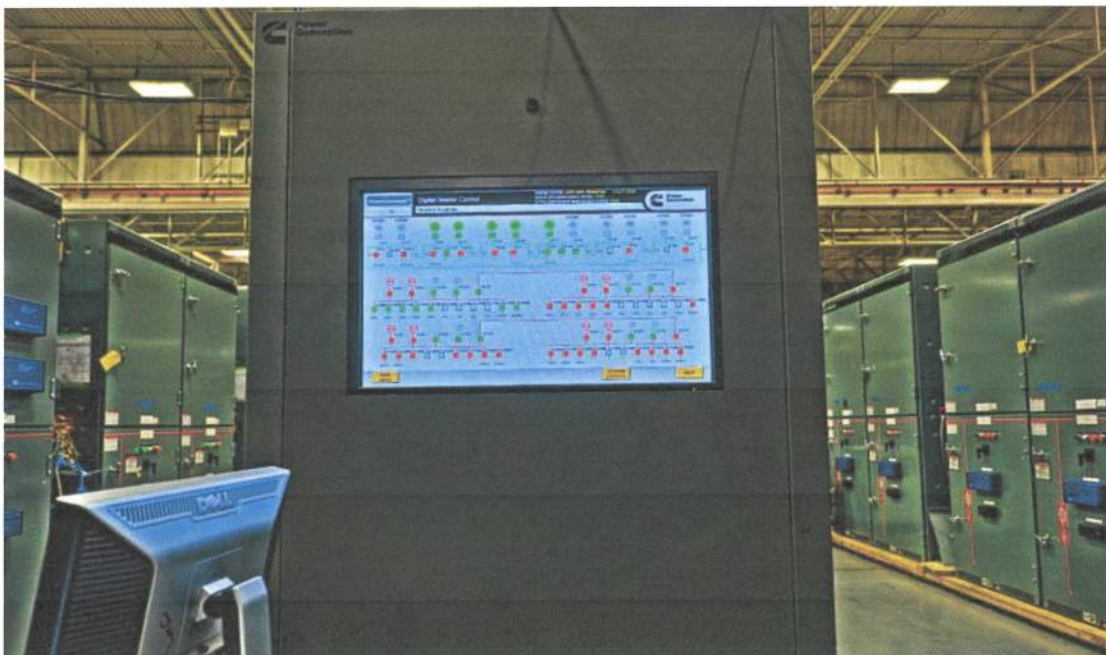
Cummins Southern Plains, LLC

600 N. Watson Rd., Arlington TX 76011

www.cummins-sp.com



Above: 99 sections of Cummins MV Paralleling Switchgear factory tested as a complete system



Above: HMI Touch screens available in 42" and larger for easy viewing of complex system architecture



Above: Genset building with (12) 2.25MW generators & EPA certified Tier IV after treatment equipment



Above: (100) containerized 2.0 MW generators - Utility paralleled & running continuous 24/7 duty cycle

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Cummins Southern Plains LLC	
	2 Business name/disregarded entity name, if different from above Cummins Sales and Service	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. Remit To: Cummins BC329, PO Box 206039, Dallas, TX 75320-6039	Requester's name and address (optional)
	6 City, state, and ZIP code Mail & Physical Address: 600 North Watson Road, Arlington, TX 76011-5319	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
OR									
Employer identification number									
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;">2</td> <td style="width: 25%;">6</td> <td style="width: 25%;">-</td> <td style="width: 25%;">1</td> </tr> </table>	2	6	-	1	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;">5</td> <td style="width: 25%;">3</td> <td style="width: 25%;">3</td> <td style="width: 25%;">1</td> </tr> </table>	5	3	3	1
2	6	-	1						
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8	9								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ *Karen Craft*

Date ▶ *January 5, 2021*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/9/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central Inc. 200 E Randolph St., Suite 0900 Chicago, IL 60601	CONTACT NAME: A. I. King Insurance Agency, Inc. PHONE (A/C, No, Ext): 317-841-6004 E-MAIL ADDRESS: cummins@aikinginsurance.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Cummins Inc. 500 Jackson Street Mail Code 91676 Columbus IN 47201-6258	INSURER A : Old Republic Insurance Company	NAIC # 24147
	INSURER B : Allianz Global Risks US Insurance Co	35300
	INSURER C : Ace American Insurance Company	22667
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 58510118 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Deductible \$25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 302202-20	12/1/2020	12/1/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$20,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 314312-20	12/1/2020	12/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Phy Damage \$ Self Insured
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			USL01543420	12/1/2020	12/1/2021	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC 314311-20	12/1/2020	12/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
C	Property Leased/Rented Equipment			FAZD38486275 FAZD38486275	8/1/2020 8/1/2020	8/1/2021 8/1/2021	Limit: \$10,000,000 Special Form including Earthquake & Flood Limit: \$25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL NAMED INSURED: Cummins Southern Plains LLC.

A - Excess Auto Liability Policy # MWZX315881-20 12/1/2020 - 12/1/2021 Limit: \$5,500,000

CERTIFICATE HOLDER PROOF OF INSURANCE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Richard Trakimas 