

# 15,423(1)

Sales Agreement

Hunt County - Avaya Telephony System Upgrade - IP Office DIR-TSO-3991

Quote #004449 v3

Prepared for

**Hunt County** 

Prepared by

**Jeff Roberts** 

Main: 1-800-345-4211

Email: jroberts@lantanacom.com

Web: www.lantanacom.com





Tuesday, June 11, 2019

Hunt County Brandon Brand 2507 Lee Street Room 101 Greenville, TX 75401 bbrand@huntcounty.net

Dear Brandon,

Thank you for the opportunity to provide a technology solution. The attached proposal addresses all of the specifications you provided.

Our firm has been in business for 25 years; we are uniquely positioned to design, deploy and support integrated technology solutions. Our project management and engineering teams deliver on time and on budget. The attached proposal also details the post-implementation support plan we recommend.

Thank you for taking the time to review our response. It would be our pleasure to provide any further clarification at your request. Please don't hesitate to contact us.

Best Regards,

Jeff Roberts Account Executive (903) 839-9112 jroberts@lantanacom.com



Hunt County Cou	rthouse	Price	Qty	Ext. Price
185446	AVAYA COMMUNICATIONS SOLUTION	\$0.00	1	\$0.00
370570	IP OFFICE SMB MODEL	\$0.00	1	\$0.00
382687	IP OFFICE R10+ RECEPTIONIST 1 LIC:CU	\$309.51	1	\$309.51
383071	IP OFFICE R10+ VOICEMAIL PRO 2 LIC:CU	\$927.51	4	\$3,710.04
383087	IP OFFICE R10+ IP500 VOICE NETWORKING 4 LIC:CU	\$359.00	2	\$718.00
383091	IP OFFICE R10+ IP500 T1 ADDITIONAL 2CHANNELS LIC:CU	\$98.00	16	\$1,568.00
396445	IP OFFICE R11 ESSENTIAL EDITION LIC:DS	\$264.00	1	\$264.00
396447	IP OFFICE R11 PREFERRED VOICEMAIL PRO LIC:DS	\$1,010.00	1	\$1,010.00
700213440	IP OFFICE ISDN CABLE RJ45/RJ45 3M RED	\$2.53	5	\$12.65
700289770	POWER CORD 18AWG 10 Amp AC US/NORTH AMERICA	\$9.51	7	\$66.57
700417330	IP OFFICE IP500 EXTENSION CARD DIGITAL STATION 8	\$289.00	1	\$289.00
700417462	IP OFFICE IP500 TRUNK CARD PRIMARY RATE UNIVERSAL DUAL	\$835.00	1	\$835.00
700426224	IP OFFICEB/5800 IP500 EXPANSION MODULE PHONE 30	\$2,100.00	1	\$2,100.00
700429202	IP OFFICE IP500 RACK MOUNTING KIT	\$31.51	7	\$220.57
700476005	IP OFFICE 500 VERSION 2 CONTROL UNIT	\$341.51	1	\$341.51
700479710	IP OFFICE IP500 V2 SYSTEM SD CARD MU-LAW	\$26.51	1	\$26.51
700480643	BUTTON MODULE 12 BUTTON	\$92.21	10	\$922.10
700504556	IP OFFICE IP500 V2 COMBO CARD ATM V2	\$315.51	1	\$315.51
700504842	9508 TELSET FOR IPO ICON ONLY	\$222.00	160	\$35,520.00
700511094	IP OFFICE IP500 DIGITAL STATION 30B V2 RJ45	\$1,947.51	5	\$9,737.55
700511777	GLOBAL POE Y ADAPTER FOR DIGITAL PHONE BUTTON MODULES	\$18.13	10	\$181.30
700511982	C5 POWER CORD NORTH AMERICA	\$20.85	10	\$208.50
700512602	GLOBAL SINGLE PORT POE INJECTOR 10/100/1000 15.4W KIT	\$29.92	10	\$299.20
700513659	IP OFFICE/IP OFFICE SELECT R11 USER/ADMIN DVD	\$10.51	1	\$10.51
HP-VMPRO	Hewlett-Packard Voicemail Pro PC Hewlett-Packard Voicemail Pro PC	\$829.35	1	\$829.35



Hunt County Co	urthouse	Price	Qty	Ext. Price
HP MONITOR	{C5} Hewlett-Packard Monitor {C5} Hewlett-Packard Monitor		1	
HP PC	{C6} Hewlett-Packard Computer {C6} Hewlett-Packard Computer		1	
		Subtotal:		\$59,495.38

Hunt County CJ	IC .	Price	Qty	Ext. Price
185446	AVAYA COMMUNICATIONS SOLUTION	\$0.00	1	\$0.00
370570	IP OFFICE SMB MODEL	\$0.00	1	\$0.00
382687	IP OFFICE R10+ RECEPTIONIST 1 LIC:CU	\$309.51	2	\$619.02
383087	IP OFFICE R10+ IP500 VOICE NETWORKING 4 LIC:CU	\$359.00	2	\$718.00
383091	IP OFFICE R10+ IP500 T1 ADDITIONAL 2CHANNELS LIC:CU	\$98.00	16	\$1,568.00
396445	IP OFFICE R11 ESSENTIAL EDITION LIC:DS	\$264.00	1	\$264.00
700213440	IP OFFICE ISDN CABLE RJ45/RJ45 3M RED	\$2.53	5	\$12.65
700289770	POWER CORD 18AWG 10 Amp AC US/NORTH AMERICA	\$9.51	6	\$57.06
700417330	IP OFFICE IP500 EXTENSION CARD DIGITAL STATION 8	\$289.00	2	\$578.00
700417462	IP OFFICE IP500 TRUNK CARD PRIMARY RATE UNIVERSAL DUAL	\$835.00	1	\$835.00
700426224	IP OFFICEB/5800 IP500 EXPANSION MODULE PHONE 30	\$2,100.00	1	\$2,100.00
700429202	IP OFFICE IP500 RACK MOUNTING KIT	\$31.51	6	\$189.06
700476005	IP OFFICE 500 VERSION 2 CONTROL UNIT	\$341.51	1	\$341.51
700479710	IP OFFICE IP500 V2 SYSTEM SD CARD MU-LAW	\$26.51	1	\$26.51
700480643	BUTTON MODULE 12 BUTTON	\$92.21	10	\$922.10
700504556	IP OFFICE IP500 V2 COMBO CARD ATM V2	\$315.51	1	\$315.51
700504842	9508 TELSET FOR IPO ICON ONLY	\$222.00	137	\$30,414.00
700511094	IP OFFICE IP500 DIGITAL STATION 30B V2 RJ45	\$1,947.51	4	\$7,790.04
700511777	GLOBAL POE Y ADAPTER FOR DIGITAL PHONE BUTTON MODULES	\$18.13	10	\$181.30
700511982	C5 POWER CORD NORTH AMERICA	\$20.85	10	\$208.50



Hunt County CJC		Price	Qty	Ext. Price
700512602	GLOBAL SINGLE PORT POE INJECTOR 10/100/1000 15.4W KIT	\$29.92	10	\$299.20
The second second		Subtotal:		\$47,439.46

Recurring Serv	vices - Annual		Recurring	Qty	Ext. Recurring
271632	<b>1PP Ipo C/D Rts 8x5 500V2</b> 1PP Ipo Cd Rts 8x5 500V2		\$475.00	2	\$950.00
		Recu	rring Subtotal:		\$950.00

Recurring Service	ces - Monthly	Recurring	Qty	Ext. Recurring
Lantana 8x5 Maint	Lantana 8x5 Maintenance Lantana 8x5 Monthly Hardware/Software Maintenance - (No Sets)	\$1.25	393	\$491.25
		Recurring Subtotal:		\$491.25

Pro Services		Price	Qty	Ext. Price
Lantana Pro Services Pro Services	Lantana Professional Services  Lantana Professional Services - Courthouse  Lantana Professional Services	\$12,450.00 \$11,575.00	1	\$12,450.00 \$11,575.00
	Lantana Professional Services - CJC	Subtotal:		\$24,025.00



### Hunt County - Avaya Telephony System Upgrade - IP Office DIR-TSO-3991

#### **Quote Information:**

Quote #: 004449

Version: 3 Quote Date: 06/11/2019

Expiration Date: 06/30/2019

#### Prepared for:

**Hunt County** 2507 Lee Street Room 101 Greenville, TX 75401 **Brandon Brand** bbrand@huntcounty.net

(903) 408-4247

#### Prepared by:

Lantana Communications Jeff Roberts (903) 839-9112 jroberts@lantanacom.com



Quote Summary		Amount
Hunt County Courthouse		\$59,495.38
Hunt County CJC		\$47,439.46
Pro Services		\$24,025.00
	Total	\$130,959.84

Recurring Expenses Summary	Amount
Recurring Services - Annual	\$950.00
Recurring Services - Monthly	\$491.25

Payments		Periods	Payments	Amount
Payment Terms	No. of the second second			
Hardware/Software Payment	One-Time Payments	One-Time	1	\$106,934.84
Completion Payment	One-Time Payments	One-Time	1	\$24,025.00
Recurring Services - Annual	Recurring Payments	Annual	1	\$950.00
Recurring Services - Monthly	Recurring Payments	Monthly	12	\$491.25

This Quote, including all attachments hereto, is entered into between Lantana Communications, ("Seller") and the company listed under the prepared for section ('Purchaser'). When signed by the parties where provided below, this Quote, including all attachments hereto, shall be incorporated into and made a part of the Agreement between Seller and Purchaser. This Quote is effective as of the first date mentioned above, and shall continue until project completion as set forth in the scope of work, unless earlier terminated in accordance with the Agreement. Signing this Quote or providing a Purchaser PO indicates acceptance of applicable Seller, and or, manufacturer Terms and Conditions as detailed and found at http://lantanacom.com/eula and any proposal specific terms outlined in the list of equipment and services and/or the scope of work.

Hardware/Software payment is due upon shipment of equipment or delivery of software and license(s) under Purchaser specific net terms. Completion payment is due upon acceptance of implementation, if implementation is included under Purchaser specific net terms. Recurring payment is due upon creation of contract under Purchaser specific net terms for term duration listed. Shipping, Handling, and Taxes will be added to listed pricing where applicable.

Signature

Jun 25 2019



#### **Technical Scope of Work**

Work to be completed by Seller:

#### Courthouse

- \*\*\*\* Technical Scope of Work completed by Seller \*\*\*\*
- Configure and Rack/Stack IP Office System and upgrade all system firmware.
- Install, configure, and load license for IP Office Voicemail Pro system and users.
- Program, cross connect, and test 30 analog station ports.
- Program and test 160 phone(s).
- Cross connect or patch 160 phone(s).
- Place 160 phone(s).
- Progrm, cross connect, and test 3 analog trunk(s).
- Configure, load license, test and turn-up PRI(s).
- Provide a Project Manager to manage the project as a single point of contact. This includes but not limited to incremental status updates and equipment registration. The Project Manager will be onsite for the cutover.
- Provide 8 end user training classes for telephones and voicemail, in a train the trainer environment. Each class will be approximately 1 hour in length with up to 10 users.
- Provide up to 1 hour(s) of basic administration training for up to 3 admins.
- Program, configure, and test telephony network connectivity to all IP Office locations including dialing between locations.
- Configure voicemail to email for 160 users.
- Provide onsite support for up to 8 hours with 2 technicians on the first business day after cutover.
- Provide a Voice Readiness Network Assessment to ensure Purchaser provided network is ready for real time voice traffic.

#### CIC

- \*\*\*\* Technical Scope of Work completed by Seller \*\*\*\*
- Configure and Rack/Stack IP Office System and upgrade all system firmware.
- Program, cross connect, and test 30 analog station ports.
- Program and test 137 phone(s).
- Cross connect or patch 137 phone(s).
- Place 137 phone(s).
- Program, cross connect, and test 3 analog trunk(s).
- Configure, load license, test and turn-up PRI(s).
- Provide a Project Manager to manage the project as a single point of contact. This includes but not limited to incremental status updates and equipment registration. The Project Manager will be onsite for the cutover.
- Provide 8 end user training classes for telephones and voicemail, in a train the trainer environment. Each class will be approximately 1 hour in length with up to 10 users.
- Provide up to 1 hour(s) of basic administration training for up to 3 admins.
- Program, configure, and test telephony network connectivity to all IP Office locations including dialing between locations.
- Configure voicemail to email for 137 users.
- Provide onsite support for up to 8 hours with 2 technicians on the first business day after cutover.
- Provide a Voice Readiness Network Assessment to ensure Purchaser provided network is ready for real time voice traffic.
- Centralized Voicemail.



#### Purchaser Responsibility and Assumptions:

#### \*\*\*\* Purchaser Responsibilities \*\*\*\*

- Purchaser is responsible for providing, configuring, and maintaining data network and all services associated to the data network unless otherwise stated in the Sales Agreement.
- Purchaser is responsible for providing accurate floor plans and cable records. It is assumed all cabling is in place and can be reused. Any changes to this scope will require an updated quote or change order.
- Voicemail Pro to be installed on a Purchaser provided PC with a Microsoft operating system unless otherwise stated in the Sales Agreement. All Microsoft software and licenses to be provided and maintained by the Purchaser. Local Administrator rights must be provided to Seller by the Purchaser.
- All trunks will be provided by the Purchaser unless specified in the Sales Agrement and must be loop start.
- Purchaser is responsible for providing and coordinating all carrier services for T1/PRI unless otherwise specified in the Sales Agreement.
- Purchaser is responsbile for providing LAN/WAN connectivity between networked sites unless otherwise stated in the Sales Agreement.
- Purchaser is responsible for providing and maintaining email platform. The email system can be on premise Microsoft Exchange, Lotus Notes, Gmail, or Office 365. Purchaser to set up voicemail accounts per user, which will be used to distribute messages to personal emails. Purchaser will provide IP address and domain/host information of email server and is responsible for configuration of email plafform unless otherwise stated in the Sales Agreement. Without purchase of 'unified messaging', deleting email will not delete voicemail
- If there are problems found on the Purchaser network during the Network Assessment, all configuration changes to the data network will be completed by the Purchaser unless otherwise stated in the Sales Agreement. If the Network Assessment fails, Seller will perform one additional test after changes are made. If the Network Assessment continues to fail, charges may apply for additional re-tests.

#15,423(2)

## Diversified Power Systems, Inc.

900 N Walnut Creek Suite 100, #414, Mansfield, Texas 76063-7129 817-473-8600, 817-357-7842 Mobile, 817-783-3690 Fax

nis Maintenance Agreement Hunt County	t (the "Agree ("Cı	ment") is entered into	between l	Diversified Power Systems, In y of August , 2 (	nc. ("Diversified") a
USTOMER BILLING ADD				ON OF CUSTOMER EQUIPM	
Hunt County Purchasing	Departmen	t	Hunt Co	ounty Juvenile Center	
Customer Name					
P.O. Box 1097					FILED FO
Mailing Address	***************************************		Physical	Address	200
Greenville, Texas 75403-	1097		-	lle,Texas 75403	111.
City, State, Zip Code				te, Zip Code	JUL na
Cheryl Lowry 903-408-4	148		Chris Ki	lmer 903-355-0403	D. COLENNIER
Name and Telephone No. of Email clowry@huntcounty.r versified agrees to furnish to pove address. Diversified a	<mark>iet</mark> he services :	specified on Exhibit " form these maintena	Email cl A" for the e	nd Telephone No. of Contact cilmer@huntcounty.net quipment described below, was in the frequency stated in the control of	which is located at this Agreement.
	DESC	CRIPTION OF CUS	TOMER E	QUIPMENT	
Manufacturer	Type*	Model		Serial Numb	per
RENEWAL 2019					
Onan	G	306-2452		L830690696	
		Kw- 70		Spec#	
*G = Generator, T = Transfe	er Switch, O	= Other			
		Frequency	of Servic	е	
One Annual Pm serv					\$545.00
				30.00 each 3 x \$280.00	
Two hour load bank					\$600.00
All other work will b	e billed o	n a time and ma	terial ba	sis	
pes not include the cost of a ny applicable taxes. After the	ny replacem he first anniv	ent parts or additionarersary of the Agreen	al services nent, prices	of this Agreement shall be \$\frac{\state}{2}\$ beyond those described in Exare subject to change, and verformed. Payment is expec	chibit "A," as well a will be based upon
	y renew on a	ın annual basis comr	nencing on	shown on the reverse side o e year from the date of this A	

By:

Title:

Date:

Diversified Power Systems, Inc.

twilson@dpowersys.com

Tim Wilson

May 23, 2019

Sales

By: Title:

Date:

- 1. **TIME OF MAINTENANCE SERVICE.** Maintenance shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, exclusive of Diversified's holidays. If Customer requests that Diversified perform any services at times other than during its regular hours, Customer shall pay Diversified an amount in addition to the regular compensation provided in this Agreement to be mutually agreed to in advance by the parties.
- 2. **CUSTOMER RESPONSIBILITIES.** Customer shall provide Diversified access to the equipment specified in this Agreement at any time during regular business hours for the purpose of performing maintenance services.
- 3. SERVICE PROVIDED BY DIVERSIFIED. A detailed summary of the services provided by Diversified is included in Exhibit "A."
- 4. PARTS AND LABOR WARRANTY. Diversified warrants its work to be free from defective workmanship for a period of ninety (90) days from the date of the completed maintenance inspection. Labor warranty applies to the actual work performed by Diversified during a maintenance inspection and covers the repair or replacement of any part that was rendered defective as a result of any defective workmanship by Diversified.
- 5. WARRANTY LIMITATIONS. THE WARRANTY PROVIDED HEREIN AND THE OBLIGATIONS AND LIABILITIES OF DIVERSIFIED ARE IN LIEU OF, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY DIVERSIFIED UNLESS NOTED HEREIN AND SIGNED BY THE CUSTOMER AND A DIVERSIFIED REPRESENTATIVE. UPON EXPIRATION OF THE WARRANTY PERIOD, THERE ARE NO ORAL OR IMPLIED ADDITIONAL WARRANTIES MADE IN CONNECTION WITH ANY SERVICES PEFORMED BY DIVERSIFIED.
- 6. **TERMINATION OF LIABILITY.** Diversified disclaims any and all liability for special, incidental, or consequential damages, including without limitation loss of profit, arising out of this Agreement.
- 7. FORCE MAJEURE. In the event performance by Diversified of any of its obligations under this Agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond Diversified's control, Diversified shall be excused from performance for such a period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.
- 8. PAYMENT TERMS. All payments shall be made to Diversified within thirty(30) days from the invoice date. Payment shall be made by cash, cashier's check, money order, or company check. However, cash discounts are not allowed. All past due amounts owed to Diversified shall bear interest at eighteen percent (18%) per annum. In no event shall this rate exceed the maximum rate of interest allowed by applicable law. If Customer disputes the invoice amount, or is unsatisfied with the work performed, Customer shall notify Diversified within thirty (30) days of the work or invoice. Failure to dispute within this time period constitutes acceptance of the services or invoice terms, and will result in a waiver of any claims. Failure to remit payment within the time period prescribed constitutes a breach of this Agreement and may result in the cancellation of this Agreement. If Customer defaults under this Agreement, Customer shall be responsible for all reasonable attorney's fees, costs of court, expenses and collection agency fees associated with the collection under or enforcement of this Agreement.
- 9. CUSTOMER REPRESENTATIONS. Customer represents that Customer is the owner of the equipment subject to this Agreement, or if not the owner, that Customer has authority to enter into this Agreement. Customer further represents that it has complied with local laws, ordinances, or other regulations concerning the operation and use of the equipment subject to this Agreement. Customer shall indemnify and hold harmless Diversified and its agents and employees from all suits, actions, damages, claims or liability arising from a dispute over the ownership of the equipment, injury as a result of the equipment, or Customer's failure to comply with local laws, ordinances, or other regulations. Customer agrees to defend, at its own expense, and on behalf of Diversified, and in the name of Diversified, any claim or litigation brought in connection with such actions.
- 10. **TERMINATION OF THE AGREEMENT.** Diversified can terminate this Agreement upon notice to Customer at least fifteen (15) days prior to said termination. If Customer has failed to remit payment as specified under this Agreement, or refuses to allow Diversified to have access to the premises, the Agreement shall be terminated upon three (3) days notice. Termination of this Agreement does not relieve Customer's obligation to pay any outstanding invoices. Customer may terminate at any time.
- 11. **NOTICE REQUIREMENTS.** Any notice provided for under this Agreement shall be in writing and may be effected by personal delivery or regular mail to the addresses shown on this Agreement. Any such notice, if mailed properly addressed and postage prepaid, shall be deemed given when deposited in the United States mail.
- 12. PARTIES BOUND. This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- 11. AMENDMENT. This Agreement and Exhibit "A" sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and negotiations with respect to the subject matter hereof. Diversified does not make any representations, warranties or guarantees, express or implied, other than the express statements made in this Agreement. Any amendment to this Agreement must be in writing and signed by both parties.
- GOVERNING LAW. This Agreement is to be construed in accordance with the laws of the State of Texas.
- 14. WAIVER. Failure by the Parities to enforce any provisions herein shall not be construed as a waiver of such provisions, and shall in no way affect a party's right to later enforce such provisions, except as otherwise noted in this Agreement.
- 15. **SEVERABILITY.** If any part of this Agreement is determined by any court or tribunal of competent jurisdiction to be wholly or partially unenforceable for any reason, such unenforceability shall not affect any other part of this Agreement.

- 1. Check engine fluid levels for proper level and condition: Oil, antifreeze, and fuel.
- 2. Check alternator and fan belts for proper operation: Adjust as necessary.
- 3. Check fuel system for proper operation: Check for damage and leaks on main tank, day tank, and all fuel lines.
- 4. Check coolant system for proper condition and operation: Check radiator, coolant heater and heat exchanger (if equipped). Check hoses and looks for coolant leaks.
- 5. Check batteries for proper condition: Add distilled water as necessary, load test, electrolyte level, and charge rate.
- 6. Check exhaust system for proper condition and leaks.
- Check air filter and crank case breathers for proper condition. Replace with customer's approval. (Additional cost)
- 8. Natural gas/lpg fueled engines, check for proper condition: Spark plugs, ignition points and condenser, rotor cap and wires.
- 9. Check generator set wiring for proper condition. For loose, broken, or bare wires.
- 10. Test run unit no load only: Check temperatures and pressures, record all engine-related readings.
- 11. Check unit for proper voltage, amperage, and frequency/hertz.
- 12. Check governor system for proper operation: Stability, response, linkage, and oil (if applicable).
- 13. Check automatic transfer switch for proper operation: With customer approval to transfer unit.
- 14. Check engine safety shut down system for proper operation: Upon request.
- 15. Submit a written report to customer on condition of generator system and advise of any recommended repairs.
- 16. Change engine oil and dispose of waste oil properly.
- 17. Change oil, fuel, and coolant filters: Adjust corrosion inhibitor as needed, dispose of old filters properly.
- 18. Change oil in hydraulic governor (if applicable).
- 19. Fluid sample analysis on oil, fuel, and coolant are optional and available at additional costs to customer.

Site inspections: Lines 1-15.

Annual preventative maintenance: Lines 1-19.

\$55.00	
\$98.00	
\$152.00	
00am-5:00pm labor rate: \$ 125.00 per hour	
per hour	
230.00 per hour	
t 3 hour minimum: \$ 125.00 per hour	
ic fee: \$ 50.00	
֡	\$98.00

#15,623(2)

#### Diversified Power Systems, Inc.

900 N Walnut Creek Suite 100, #414, Mansfield, Texas 76063-7129 817-473-8600, 817-357-7842 Mobile, 817-783-3690 Fax

#### **MAINTENANCE AGREEMENT**

USTOMER BILLING ADDI			
	RESS		LOCATION OF CUSTOMER EQUIPMENT
lunt County Purchasing I	Departmen	t	Hunt County County Jail Annex
Customer Name			Name of Location
P.O. Box 1097		######################################	2507 Crockett Street
Mailing Address			Physical Address JUI
Greenville, Texas 75403- City, State, Zip Code	1097		Greenville, Texas 75403
			City, State, Zip Code
Cheryl Lowry 903-408-41			City, State, Zip Code Chris Kilmer 903-355-0403  Name and Telephone No. of Contact
Name and Telephone No. of Email clowry@huntcounty.r			Name and Telephone No. of Contact  Email ckilmer@huntcounty.net
versified agrees to furnish the	he services	specified on Exhibit	A" for the equipment described below, which is located ince services in the frequency stated in this Agreement
ove address. Diversified a	grees to per	ionii these mantena	ince services in the frequency stated in this Agreement
	DES	CRIPTION OF CUS	TOMER EQUIPMENT
Manufacturer	Type*	Model	Serial Number
RENEWAL 2019			
Generac	G	0058820	6181076
		Kw- 8	Nat Gas
*G = Generator, T = Transfe	er Switch, O	= Other	
		Frequency	of Service
One Annual Pm servi	ce per ou		\$300.00
			bit A \$280.00 each 3 x \$280.00 = \$840.00
		quested please	add \$476.00

Diversified Power Systems, Inc.

By: Tim Wilson twilson@dpowersys.com

Title: Sales

Date: May 23, 2019

Customer

By: Title: Such Judge

Date: Date:

Agreement shall automatically renew on an annual basis commencing one year from the date of this Agreement unless

Customer notifies Diversified that the Agreement is to be terminated.

- 1. **TIME OF MAINTENANCE SERVICE.** Maintenance shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, exclusive of Diversified's holidays. If Customer requests that Diversified perform any services at times other than during its regular hours, Customer shall pay Diversified an amount in addition to the regular compensation provided in this Agreement to be mutually agreed to in advance by the parties.
- CUSTOMER RESPONSIBILITIES. Customer shall provide Diversified access to the equipment specified in this Agreement at any
  time during regular business hours for the purpose of performing maintenance services.
- SERVICE PROVIDED BY DIVERSIFIED. A detailed summary of the services provided by Diversified is included in Exhibit "A."
- 4. PARTS AND LABOR WARRANTY. Diversified warrants its work to be free from defective workmanship for a period of ninety (90) days from the date of the completed maintenance inspection. Labor warranty applies to the actual work performed by Diversified during a maintenance inspection and covers the repair or replacement of any part that was rendered defective as a result of any defective workmanship by Diversified.
- 5. WARRANTY LIMITATIONS. THE WARRANTY PROVIDED HEREIN AND THE OBLIGATIONS AND LIABILITIES OF DIVERSIFIED ARE IN LIEU OF, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY DIVERSIFIED UNLESS NOTED HEREIN AND SIGNED BY THE CUSTOMER AND A DIVERSIFIED REPRESENTATIVE. UPON EXPIRATION OF THE WARRANTY PERIOD, THERE ARE NO ORAL OR IMPLIED ADDITIONAL WARRANTIES MADE IN CONNECTION WITH ANY SERVICES PEFORMED BY DIVERSIFIED.
- 6. **TERMINATION OF LIABILITY.** Diversified disclaims any and all liability for special, incidental, or consequential damages, including without limitation loss of profit, arising out of this Agreement.
- 7. FORCE MAJEURE. In the event performance by Diversified of any of its obligations under this Agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond Diversified's control, Diversified shall be excused from performance for such a period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.
- 8. PAYMENT TERMS. All payments shall be made to Diversified within thirty(30) days from the invoice date. Payment shall be made by cash, cashier's check, money order, or company check. However, cash discounts are not allowed. All past due amounts owed to Diversified shall bear interest at eighteen percent (18%) per annum. In no event shall this rate exceed the maximum rate of interest allowed by applicable law. If Customer disputes the invoice amount, or is unsatisfied with the work performed, Customer shall notify Diversified within thirty (30) days of the work or invoice. Failure to dispute within this time period constitutes acceptance of the services or invoice terms, and will result in a waiver of any claims. Failure to remit payment within the time period prescribed constitutes a breach of this Agreement and may result in the cancellation of this Agreement. If Customer defaults under this Agreement, Customer shall be responsible for all reasonable attorney's fees, costs of court, expenses and collection agency fees associated with the collection under or enforcement of this Agreement.
- 9. CUSTOMER REPRESENTATIONS. Customer represents that Customer is the owner of the equipment subject to this Agreement, or if not the owner, that Customer has authority to enter into this Agreement. Customer further represents that it has complied with local laws, ordinances, or other regulations concerning the operation and use of the equipment subject to this Agreement. Customer shall indemnify and hold harmless Diversified and its agents and employees from all suits, actions, damages, claims or liability arising from a dispute over the ownership of the equipment, injury as a result of the equipment, or Customer's failure to comply with local laws, ordinances, or other regulations. Customer agrees to defend, at its own expense, and on behalf of Diversified, and in the name of Diversified, any claim or litigation brought in connection with such actions.
- 10. **TERMINATION OF THE AGREEMENT.** Diversified can terminate this Agreement upon notice to Customer at least fifteen (15) days prior to said termination. If Customer has failed to remit payment as specified under this Agreement, or refuses to allow Diversified to have access to the premises, the Agreement shall be terminated upon three (3) days notice. Termination of this Agreement does not relieve Customer's obligation to pay any outstanding invoices. Customer may terminate at any time.
- 11. **NOTICE REQUIREMENTS.** Any notice provided for under this Agreement shall be in writing and may be effected by personal delivery or regular mail to the addresses shown on this Agreement. Any such notice, if mailed properly addressed and postage prepaid, shall be deemed given when deposited in the United States mail.
- 12. PARTIES BOUND. This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- 11. AMENDMENT. This Agreement and Exhibit "A" sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and negotiations with respect to the subject matter hereof. Diversified does not make any representations, warranties or guarantees, express or implied, other than the express statements made in this Agreement. Any amendment to this Agreement must be in writing and signed by both parties.
- GOVERNING LAW. This Agreement is to be construed in accordance with the laws of the State of Texas.
- 14. **WAIVER.** Failure by the Parities to enforce any provisions herein shall not be construed as a waiver of such provisions, and shall in no way affect a party's right to later enforce such provisions, except as otherwise noted in this Agreement.
- 15. **SEVERABILITY.** If any part of this Agreement is determined by any court or tribunal of competent jurisdiction to be wholly or partially unenforceable for any reason, such unenforceability shall not affect any other part of this Agreement.

- 1. Check engine fluid levels for proper level and condition: Oil, antifreeze, and fuel.
- 2. Check alternator and fan belts for proper operation: Adjust as necessary.
- 3. Check fuel system for proper operation: Check for damage and leaks on main tank, day tank, and all fuel lines.
- 4. Check coolant system for proper condition and operation: Check radiator, coolant heater and heat exchanger (if equipped). Check hoses and looks for coolant leaks.
- 5. Check batteries for proper condition: Add distilled water as necessary, load test, electrolyte level, and charge rate.
- Check exhaust system for proper condition and leaks.
- 7. Check air filter and crank case breathers for proper condition. Replace with customer's approval. (Additional cost)
- 8. Natural gas/lpg fueled engines, check for proper condition: Spark plugs, ignition points and condenser, rotor cap and wires.
- 9. Check generator set wiring for proper condition. For loose, broken, or bare wires.
- 10. Test run unit no load only: Check temperatures and pressures, record all engine-related readings.
- 11. Check unit for proper voltage, amperage, and frequency/hertz.
- 12. Check governor system for proper operation: Stability, response, linkage, and oil (if applicable).
- 13. Check automatic transfer switch for proper operation: With customer approval to transfer unit.
- 14. Check engine safety shut down system for proper operation: Upon request.
- 15. Submit a written report to customer on condition of generator system and advise of any recommended repairs.
- 16. Change engine oil and dispose of waste oil properly.
- 17. Change oil, fuel, and coolant filters: Adjust corrosion inhibitor as needed, dispose of old filters properly.
- 18. Change oil in hydraulic governor (if applicable).
- 19. Fluid sample analysis on oil, fuel, and coolant are optional and available at additional costs to customer.

Site inspections: Lines 1-15.

Annual preventative maintenance: Lines 1-19.

Doesn't include any E-fee's	or sales tax if applicable.	
Oil sample analysis	\$55.00	
Coolant sample analysis	\$98.00	
Fuel sample analysis	\$152.00	
Normal business hours M-F	8:00am-5:00pm labor rate: \$ 125.00 per hour	
After hours labor rate: \$ 187.	50 per hour	
Weekend/holiday labor rate:	\$ 230.00 per hour	
Service calls (call outs) billed	at 3 hour minimum: \$ 125.00 per hour	
Electronic tooling and diagno	ostic fee: \$ 50.00	

#15,423(2)

#### Diversified Power Systems, Inc.

900 N Walnut Creek Suite 100, #414, Mansfield, Texas 76063-7129 817-473-8600, 817-357-7842 Mobile, 817-783-3690 Fax

#### **MAINTENANCE AGREEMENT**

				LAGILL				
This Maintenand Hunt County	ce Agree	ement (the "Agree	ment") is entered into	betweer	Diversified Powe	r Systems,	Inc. ("Dive	rsified") and
Traint County		(C	astorner / On the 1	C	ay OI August	, , 2	กเล	- *
CUSTOMER B	ILLING	ADDRESS		LOCAT	ON OF CUSTOM	IER EQUII	PMENT	
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City, State, Zip		20.15.2			ate, Zip Code		JUL	12 200
Cheryl Lowry					Kilmer 903-355-0		COURSE	0 2 2019
Name and Tele					and Telephone No ckilmer@huntcou		county Cler	LINDENZWEIG
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- 1. **TIME OF MAINTENANCE SERVICE.** Maintenance shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, exclusive of Diversified's holidays. If Customer requests that Diversified perform any services at times other than during its regular hours, Customer shall pay Diversified an amount in addition to the regular compensation provided in this Agreement to be mutually agreed to in advance by the parties.
- 2. **CUSTOMER RESPONSIBILITIES.** Customer shall provide Diversified access to the equipment specified in this Agreement at any time during regular business hours for the purpose of performing maintenance services.
- 3. Service Provided by Diversified. A detailed summary of the services provided by Diversified is included in Exhibit "A."
- 4. PARTS AND LABOR WARRANTY. Diversified warrants its work to be free from defective workmanship for a period of ninety (90) days from the date of the completed maintenance inspection. Labor warranty applies to the actual work performed by Diversified during a maintenance inspection and covers the repair or replacement of any part that was rendered defective as a result of any defective workmanship by Diversified.
- 5. WARRANTY LIMITATIONS. THE WARRANTY PROVIDED HEREIN AND THE OBLIGATIONS AND LIABILITIES OF DIVERSIFIED ARE IN LIEU OF, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY DIVERSIFIED UNLESS NOTED HEREIN AND SIGNED BY THE CUSTOMER AND A DIVERSIFIED REPRESENTATIVE. UPON EXPIRATION OF THE WARRANTY PERIOD, THERE ARE NO ORAL OR IMPLIED ADDITIONAL WARRANTIES MADE IN CONNECTION WITH ANY SERVICES PEFORMED BY DIVERSIFIED.
- 6. **TERMINATION OF LIABILITY.** Diversified disclaims any and all liability for special, incidental, or consequential damages, including without limitation loss of profit, arising out of this Agreement.
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- 3. Check fuel system for proper operation: Check for damage and leaks on main tank, day tank, and all fuel lines.
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- 7. Check air filter and crank case breathers for proper condition. Replace with customer's approval. (Additional cost)
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- 12. Check governor system for proper operation: Stability, response, linkage, and oil (if applicable).
- 13. Check automatic transfer switch for proper operation: With customer approval to transfer unit.
- 14. Check engine safety shut down system for proper operation: Upon request.
- 15. Submit a written report to customer on condition of generator system and advise of any recommended repairs.
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- 19. Fluid sample analysis on oil, fuel, and coolant are optional and available at additional costs to customer.

Site inspections: Lines 1-15.

Annual preventative maintenance: Lines 1-19.

Doesn't include any E-fee's	or sales tax if applicable.	
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Coolant sample analysis	\$98.00	
Fuel sample analysis	\$152.00	
Normal business hours M-F	8:00am-5:00pm labor rate: \$ 125.00 per hour	
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Service calls (call outs) billed	at 3 hour minimum: \$ 125.00 per hour	
Electronic tooling and diagno	ostic fee: \$ 50.00	

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## Diversified Power Systems, Inc.

900 N Walnut Creek Suite 100, #414, Mansfield, Texas 76063-7129 817-473-8600, 817-357-7842 Mobile, 817-783-3690 Fax

#### MAINTENANCE AGREEMENT

USTOMER BILLING ADDRESS			LOCATION OF CUSTOMER EQUIPMENT			
Hunt County Purchasing Department			Hunt Co	ounty Criminal Center		
Customer Name			Name of	Location	at FILED FOR	
P.O. Box 1097					o'd	
Mailing Address			-	Address	1111	
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**	tate, Zip Code City, State, Zip Code			RY COUNTED		
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ame and Telephone No. of mail_clowry@huntcounty.n				nd Telephone No. of Con kilmer@huntcounty.net	tact	
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RENEWAL 2019						
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- Customer Responsibilities. Customer shall provide Diversified access to the equipment specified in this Agreement at any
  time during regular business hours for the purpose of performing maintenance services.
- 3. SERVICE PROVIDED BY DIVERSIFIED. A detailed summary of the services provided by Diversified is included in Exhibit "A."
- 4. PARTS AND LABOR WARRANTY. Diversified warrants its work to be free from defective workmanship for a period of ninety (90) days from the date of the completed maintenance inspection. Labor warranty applies to the actual work performed by Diversified during a maintenance inspection and covers the repair or replacement of any part that was rendered defective as a result of any defective workmanship by Diversified.
- 5. WARRANTY LIMITATIONS. THE WARRANTY PROVIDED HEREIN AND THE OBLIGATIONS AND LIABILITIES OF DIVERSIFIED ARE IN LIEU OF, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY DIVERSIFIED UNLESS NOTED HEREIN AND SIGNED BY THE CUSTOMER AND A DIVERSIFIED REPRESENTATIVE. UPON EXPIRATION OF THE WARRANTY PERIOD, THERE ARE NO ORAL OR IMPLIED ADDITIONAL WARRANTIES MADE IN CONNECTION WITH ANY SERVICES PEFORMED BY DIVERSIFIED.
- TERMINATION OF LIABILITY. Diversified disclaims any and all liability for special, incidental, or consequential damages, including without limitation loss of profit, arising out of this Agreement.
- 7. FORCE MAJEURE. In the event performance by Diversified of any of its obligations under this Agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond Diversified's control, Diversified shall be excused from performance for such a period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.
- 8. PAYMENT TERMS. All payments shall be made to Diversified within thirty(30) days from the invoice date. Payment shall be made by cash, cashier's check, money order, or company check. However, cash discounts are not allowed. All past due amounts owed to Diversified shall bear interest at eighteen percent (18%) per annum. In no event shall this rate exceed the maximum rate of interest allowed by applicable law. If Customer disputes the invoice amount, or is unsatisfied with the work performed, Customer shall notify Diversified within thirty (30) days of the work or invoice. Failure to dispute within this time period constitutes acceptance of the services or invoice terms, and will result in a waiver of any claims. Failure to remit payment within the time period prescribed constitutes a breach of this Agreement and may result in the cancellation of this Agreement. If Customer defaults under this Agreement, Customer shall be responsible for all reasonable attorney's fees, costs of court, expenses and collection agency fees associated with the collection under or enforcement of this Agreement.
- 9. CUSTOMER REPRESENTATIONS. Customer represents that Customer is the owner of the equipment subject to this Agreement, or if not the owner, that Customer has authority to enter into this Agreement. Customer further represents that it has complied with local laws, ordinances, or other regulations concerning the operation and use of the equipment subject to this Agreement. Customer shall indemnify and hold harmless Diversified and its agents and employees from all suits, actions, damages, claims or liability arising from a dispute over the ownership of the equipment, injury as a result of the equipment, or Customer's failure to comply with local laws, ordinances, or other regulations. Customer agrees to defend, at its own expense, and on behalf of Diversified, and in the name of Diversified, any claim or litigation brought in connection with such actions.
- 10. **TERMINATION OF THE AGREEMENT.** Diversified can terminate this Agreement upon notice to Customer at least fifteen (15) days prior to said termination. If Customer has failed to remit payment as specified under this Agreement, or refuses to allow Diversified to have access to the premises, the Agreement shall be terminated upon three (3) days notice. Termination of this Agreement does not relieve Customer's obligation to pay any outstanding invoices. Customer may terminate at any time.
- 11. NOTICE REQUIREMENTS. Any notice provided for under this Agreement shall be in writing and may be effected by personal delivery or regular mail to the addresses shown on this Agreement. Any such notice, if mailed properly addressed and postage prepaid, shall be deemed given when deposited in the United States mail.
- 12. PARTIES BOUND. This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- 11. AMENDMENT. This Agreement and Exhibit "A" sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and negotiations with respect to the subject matter hereof. Diversified does not make any representations, warranties or guarantees, express or implied, other than the express statements made in this Agreement. Any amendment to this Agreement must be in writing and signed by both parties.
- GOVERNING LAW. This Agreement is to be construed in accordance with the laws of the State of Texas.
- 14. WAIVER. Failure by the Parities to enforce any provisions herein shall not be construed as a waiver of such provisions, and shall in no way affect a party's right to later enforce such provisions, except as otherwise noted in this Agreement.
- 15. **SEVERABILITY.** If any part of this Agreement is determined by any court or tribunal of competent jurisdiction to be wholly or partially unenforceable for any reason, such unenforceability shall not affect any other part of this Agreement.

- 1. Check engine fluid levels for proper level and condition: Oil, antifreeze, and fuel.
- Check alternator and fan belts for proper operation: Adjust as necessary.
- 3. Check fuel system for proper operation: Check for damage and leaks on main tank, day tank, and all fuel lines.
- 4. Check coolant system for proper condition and operation: Check radiator, coolant heater and heat exchanger (if equipped). Check hoses and looks for coolant leaks.
- 5. Check batteries for proper condition: Add distilled water as necessary, load test, electrolyte level, and charge rate.
- Check exhaust system for proper condition and leaks.
- 7. Check air filter and crank case breathers for proper condition. Replace with customer's approval. (Additional cost)
- 8. Natural gas/lpg fueled engines, check for proper condition: Spark plugs, ignition points and condenser, rotor cap and wires.
- 9. Check generator set wiring for proper condition. For loose, broken, or bare wires.
- 10. Test run unit no load only: Check temperatures and pressures, record all engine-related readings.
- 11. Check unit for proper voltage, amperage, and frequency/hertz.
- 12. Check governor system for proper operation: Stability, response, linkage, and oil (if applicable).
- 13. Check automatic transfer switch for proper operation: With customer approval to transfer unit.
- 14. Check engine safety shut down system for proper operation: Upon request.
- 15. Submit a written report to customer on condition of generator system and advise of any recommended repairs.
- 16. Change engine oil and dispose of waste oil properly.
- 17. Change oil, fuel, and coolant filters: Adjust corrosion inhibitor as needed, dispose of old filters properly.
- 18. Change oil in hydraulic governor (if applicable).
- 19. Fluid sample analysis on oil, fuel, and coolant are optional and available at additional costs to customer.

Site inspections: Lines 1-15.

Annual preventative maintenance: Lines 1-19.

or sales tax if applicable.	
\$55.00	35,-1
\$98.00	
\$152.00	
8:00am-5:00pm labor rate: \$ 125.00 per hour	
50 per hour	
\$ 230.00 per hour	**************************************
oilled at 3 hour minimum: \$ 125.00 per hour	
ostic fee: \$ 50.00	
	\$55.00 \$98.00

#15,423(2)

### Diversified Power Systems, Inc.

900 N Walnut Creek Suite 100, #414, Mansfield, Texas 76063-7129 817-473-8600, 817-357-7842 Mobile, 817-783-3690 Fax

#### MAINTENANCE AGREEMENT

	nintenance Agreement ( County				Diversified Power Sys ay of _August	stems, Inc. ("Diversified") and , 2 _019	
Custo	CUSTOMER BILLING ADDRESS			LOCATION OF CUSTOMER EQUIPMENT			
Hunt County Purchasing Department			Hunt C	ounty Radio Tower			
	Customer Name			Name o	f Location	at   FILED FOR RECC	
	P.O. Box 1097					at (FED FOR REC	
	Mailing Address				l Address	oclock	
	Greenville, Texas 75403-1097				rille,Texas 75403	JUL	
City, S	state, Zip Code			City, Sta	ate, Zip Code	U 2 2010	
	l Lowry 903-408-414				(ilmer 903-355-040		
Name	and Telephone No. of	Contact			nd Telephone No. of	Contact Court Court	
Email	clowry@huntcounty.ne	et		Email o	kilmer@huntcounty.n	et	
		rees to per	form these maintena	ance servic	es in the frequency st	below, which is located at the tated in this Agreement.	
			RIPTION OF CUS				
	Manufacturer	Type*	Model		Seria	al Number	
RE	<b>NEWAL 2019</b>						
Wir	100	G	CSAPSS8B-N		13830M97		
			Kw- 8		L P Gas		
*G = 0	Generator, T = Transfel	r Switch, O	= Other	of Servi	ce		
On	e Annual Pm service	o per our		OI OCIVI	00	\$300.00	
	ee Quarterly inspe			ibit A \$2	80 00 each 3 v \$3		
	oad bank testing r				OU.UU Each 3 x 42	200.00 = \$040.00	
	other work will be				noio		
		e billed o	n a time and ma	ateriai ba	1515		
The prid does not any app Diversif	ot include the cost of an olicable taxes. After the	y replacem e first anniv	ent parts or addition ersary of the Agreer	al services ment, price	beyond those descril s are subject to chang	hall be \$1140.00 This price bed in Exhibit "A," as well as ge, and will be based upon t is expected within thirty(30)	
Diversif Agreem	R PROVISIONS fied shall perform its sen nent shall automatically ner notifies Diversified the	renew on a	n annual basis com	mencing o	s shown on the revers ne year from the date	se side of this Agreement. This of this Agreement unless	
Diversi	ified Power Systems,	Inc.			Customer	w //	
By:	Tim Wilson twilson		rsys.com	By:			
Title:	Sales			Title:	Count ) Ju	idge	
Date:	May 23, 2019	angles.		Date:	10/50-	u 25, 2019	
						,	

- 1. **TIME OF MAINTENANCE SERVICE.** Maintenance shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, exclusive of Diversified's holidays. If Customer requests that Diversified perform any services at times other than during its regular hours, Customer shall pay Diversified an amount in addition to the regular compensation provided in this Agreement to be mutually agreed to in advance by the parties.
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- 6. **TERMINATION OF LIABILITY.** Diversified disclaims any and all liability for special, incidental, or consequential damages, including without limitation loss of profit, arising out of this Agreement.
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- 4. Check coolant system for proper condition and operation: Check radiator, coolant heater and heat exchanger (if equipped). Check hoses and looks for coolant leaks.
- 5. Check batteries for proper condition: Add distilled water as necessary, load test, electrolyte level, and charge rate.
- 6. Check exhaust system for proper condition and leaks.
- 7. Check air filter and crank case breathers for proper condition. Replace with customer's approval. (Additional cost)
- 8. Natural gas/lpg fueled engines, check for proper condition: Spark plugs, ignition points and condenser, rotor cap and wires.
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- 18. Change oil in hydraulic governor (if applicable).
- 19. Fluid sample analysis on oil, fuel, and coolant are optional and available at additional costs to customer.

Site inspections: Lines 1-15.

Annual preventative maintenance: Lines 1-19.

Doesn't include any E-fee's	or sales tax if applicable.	
Oil sample analysis	\$55.00	
Coolant sample analysis	\$98.00	
Fuel sample analysis	\$152.00	
Normal business hours M-F	8:00am-5:00pm labor rate: \$ 125.00 per hour	
After hours labor rate: \$ 187	50 per hour	
Weekend/holiday labor rate:	\$ 230.00 per hour	***************************************
Service calls (call outs) billed	l at 3 hour minimum: \$ 125.00 per hour	
Electronic tooling and diagno	ostic fee: \$ 50.00	

# #15,423(3)



# TxPPA's 2019 Summer Momentum Conference June 12 - 14, 2019 - Corpus Christi, TX CONFERENCE DOCUMENTATION • CPE HOURS

Session	Time	# of Minutes	Earned
Wednesday, June 12, 201	9		
Managing Shifting Priorities, Unreasonable Demands & Difficult People	1:00-2:15	75	75
P-Cards NOW	2.45 2.45	60	
ntroduction to Contract Formation. Management and Close-out	2:15-3:15	OU TOTAL	60
Ethical Decision Making	3:30-4:45	75	75
Thursday, June 13, 2019			
Energy Procurement Best Practices	8:00-9:00	60	40
Getting the Most out of Your Legal Department	9:00-10:00	60	60
The Nobility of Public Service-Making a Difference	10:15-11:15	60	60
Navigation of DIR's Solutions and Services	3:00-4:00	60	60
Relationships and Customer Service	4:00-5:00	60	60
Friday, June 14, 2019			
RFP Sequencing	8:00-9:00	60	60
State Legislative Update	9:00-10:00	60	60
Closing Session-Purchasing Roundtable	10:15-12:00	105	105

MAX CPE HOURS

14.7

I hereby certify my attendance at each of the sessions as indicated above.		
Printed Name: CHERY Lowry		
Agency: Hunt County		
Ph. 903-408-4148 email: Cleury huntcounty - 1	et	
Ph: 903-408-4148 email: Clewryo huntcounty - Av Signature: Le & Sources	Date	6-14-19
TXPPA Official Signature: Kanguaubmuck	Date	6-14-19

This activity has been planned and implemented in accordance with the standards and rules of the Texas State Board of Public Accountance through the Joint Sponsorship of the LBJ School of Public Affairs and Texas Public Purchasing Association. The LBJ School of Public Affairs designate s this activity for a maximum of 14." CPE credit hours. The LBJ School of Public Affairs is registered with the State Board of Public Accountancy as a CPE Sponsor (ID No. 000628). This registration does not constitute an endorsement by the Board as to the quality of our CPE program.

at 100 o'clock M

JUL 0 2 2019

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By



#15,623(4)

# TxPPA's 2019 Summer Momentum Conference June 12 - 14, 2019 - Corpus Christi, TX CONFERENCE DOCUMENTATION • CPE HOURS

Session	Time	# of Minutes	Earned
Wednesday, June 12, 201	19		
Managing Shifting Priorities, Unreasonable Demands & Difficult People	1:00-2:15	75	75
P-Cards NOW	0.45.0.45	20	
introduction to Contract Formation. Management and Close-out	2:15-3:15	60	60
Ethical Decision Making	3:30-4:45	75	75
Thursday, June 13, 2019			
Energy Procurement Best Practices	8:00-9:00	60	60
Getting the Most out of Your Legal Department	9:00-10:00	60	60
The Nobility of Public Service-Making a Difference	10:15-11:15	60	60
Navigation of DIR's Solutions and Services	3:00-4:00	60	60
Relationships and Customer Service	4:00-5:00	60	60
Friday, June 14, 2019			
RFP Sequencing	8:00-9:00	60	60
State Legislative Update	9:00-10:00	60	60
Closing Session-Purchasing Roundtable	10:15-12:00	105	105

MAX CPE HOURS

14.7

hereby certify my attendance at each of the sessions as indicated above.		
Printed Name: TAMMY HIMES		
Agency: HUNT COUNTY		
Ph: 903.408.4292 email: thimes when t county.	net	
Signature: Jammy Softwares	Date	14 JUN 2019
TXPPA Official Signature: Rambual Womack	Date	6/14/19
V		,

This activity has been planned and implemented in accordance with the standards and rules of the Texas State Board of Public Accountance through the Joint Sponsorship of the LBJ School of Public Affairs and Texas Public Purchasing Association. The LBJ School of Public Affairs designate s this activity for a maximum of 14.7 CPE credit hours. The LBJ School of Public Affairs is registered with the State Board of Public Accountancy as a CPE Sponsor (ID No. 000628). This registration does not constitute an endorsement by the Board as to the quality of our CPE program.

at / FILED FOR RECORD

JUL 0 2 2019

JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tx