



PURCHASE ORDER NUMBER
P0603

This order number must appear on all invoices, packing slips, etc.

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

PURCHASE ORDER

TIME IS OF THE ESSENCE ON THIS PURCHASE ORDER

SHIP TO: Alameda Corridor Transportation Authority
 3760 Kilroy Airport Way, Suite 200
 Long Beach, CA 90806

VENDOR: Comet Electronics, LLC
 2405 Nicholson Avenue
 Kansas City, Missouri 64120

MAIL INVOICE IN DUPLICATE TO:

ALAMEDA CORRIDOR TRANSPORTATION
 AUTHORITY
 ATTN.: ACCOUNTS PAYABLE DEPARTMENT
 3760 Kilroy Airport Way, Suite 200
 Long Beach, CA 90806
 (562) 247-7777

ACCEPTANCE OF THIS ORDER IS EXPRESSLY
 LIMITED TO THE TERMS AND CONDITIONS
 HEREIN.

ORDER DATE	Vendor	Telephone number	DEPT.	REQ.#	REQUESTOR
		(816) 245-5400	MO	P0603	Phillip Le

QTY	Item No.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
18	1	<p>Software - AEI software (latest V5.x Build) for LX800 processors Supports ethernet communications Requires FTP server to receive site data NOTE: 19 LX800 boards have been sourced from UP and are out of warranty - Nomfg extension is available NOTE: Comet will load parameters for specific sites as provided by ACTA on LX800 boards</p>	\$ 3,500.00	\$ 63,000.00
18	2	<p>Power Supply (400190) - Field install ready, 24.12-5 NOTE: 1 year manufacturer warranty included</p>	\$ 850.00	\$ 15,300.00
1	3	<p>Cellular Kit - Includes equipment for 11 sites including 5 double track and 1 triple track: Raven RV50X 4G cellular modem w/4G antenna Network switches for multi-track locations Includes all cabling, mast, and surge arrester Installation documentation to be provided</p>	\$ 14,530.00	\$ 14,530.00
1	4	<p>Freight - Estimated freight charges</p>	\$ 200.00	\$ 200.00
1	5	<p>AEI Training - Comet technician to provide Basic and Advanced training for the Railnet AEI systems for up to 6 technicians/support personnel 2.5 days classroom training, 1/2 day trackside to be held at Highball Signal's offices Includes airfare, rental car, hotel and meal expenses</p>	\$ 9,000.00	\$ 9,000.00
Sub-Total				\$ 102,030.00
Estimated Tax (Items 1 - 3)				\$ 9,515.00
Contingency				\$ 13,455.00
Total				<u>\$125,000.00</u>

Note: The costs associated with this purchase order will be shared by UPRR, BNSF, and ACTA by agreement

General Industrial Safety Order 5195 requires Material Safety Data Sheets (MSDS) be supplied, for applicable items, with the initial order.	To conform with I.R.S. regulations your Social Security Number or Federal Tax I.D. Number must be included on your invoice.
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ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 ATTN.: Accounts Payable Department
 3760 Kilroy Airport Way, Suite 200
 Long Beach, CA 90806
 (562) 247-7777 FAX (562) 247-7090

Quotation

Date: 1/27/2021

Quote Number: CE-20-0030 Rev5

ACTA
Customer Name

TBD
Site Name

Phillip Le
Contact Name

TBD
Street Address

Ple@acta.org
Contact Email

Long Beach, Ca.
City, State, Zip

562-247-7077
Phone Number

Pricing Detail					
Item No.	QTY	Part Number	Description	Unit Price	Extended Price
1	18	Software	AEI software (lastest V5.x Build) for LX800 processors Supports ethernet communications Requires FTP server to receive site data. NOTE: 19 LX800 boards have been sourced from UP and are out of warranty - No mfg extension is available NOTE: Comet will load parameters for specific sites as provided by ACTA on LX800 boards.	\$ 3,500	\$ 63,000
2	18	400190	Power Supply, field install ready, 24/12-5 Note: 1 year manufacturer warranty included	\$ 850	\$ 15,300
3	1	Cellular Kit 11 Sites	Includes equipment for 11 sites including 5 double track and 1 triple track: Raven RV50X 4G cellular modem w/4G antenna Network switches for multi-track locations Includes all cabling, mast, surge arrestor Installation documentation to be provided	\$ 14,530	\$ 14,530
4	1	Tax	Hardware Sales Tax - Alameda County (9.75%)	\$ 9,051	\$ 9,051
5	1	Freight	Estimated freight charges	\$ 200	\$ 200
6	1	AEI Training	Comet technician to provide Basic & Advanced training for the Railnet AEI systems for up to 6 technicians/support personel. 2.5 days classroom training, 1/2 day trackside to be held at Highball Signal's offices. Includes airfare, rental car, hotel and meal expenses.	\$ 9,000	\$ 9,000
TOTAL				\$	111,081

Notes-see page 2

Notes-

- Site configurations are as indicated above.
- All prices are in U.S. (\$) dollars.
- Pricing is valid for 30 days from the date of this quotation.
- Comet Standard Terms and Conditions apply.
- Customer is responsible for all taxes, duties, shipping costs and assessments.
- All shipping is FOB Kansas City, Missouri
- Terms are 30 days with approved credit.
- Equipment warranty is (1) one year from date of shipment.
- Estimated delivery is 30 days ARO.
- Owner furnished items:
 1. **ANY EASEMENTS AND PERMITS REQUIRED.**
 2. **SITE ACCESS, AS REQUIRED, FOR INSTALLATION & COMMISSIONING.**
 3. **FREQUENCY LICENSING.**
 4. **REGULATORY APPROVALS RELATED TO USE OF EQUIPMENT AT INSTALLED LOCATIONS.**
 5. **LOCATION OF UNDERGROUND CABLES AND OBSTRUCTIONS.**
 6. **ROAD ACCESS FOR CONSTRUCTION MACHINERY IF REQUIRED.**
 7. **ON-TRACK EQUIPMENT FOR LOCATIONS NOT ACCESSIBLE BY ROAD**
 8. **OFF-LOAD & EQUIPMENT STORAGE LOCATION.**
 9. **ALL EQUIPMENT OR SOFTWARE NOT SPECIFICALLY IDENTIFIED IN COMET PROPOSAL.**

Limitation of Liability: Comet Electronics LLC total liability to Buyer and all liabilities arising out of or relating to the Purchaser/Contract, from any cause or causes asserted by Buyer/End User or any other third party, and regardless of the legal theory asserted, included but not limited to , breach of contract, warranty, negligence, strict liability, or statutory or regulatory liability, shall not, in the aggregate, exceed the amounts paid to Comet Electronics LLC under Purchase/Contract, or under the specific delivery order at issue, whichever is less. In no event shall either party be liable to the other for any special, indirect, incidental, consequential, punitive, exemplary or economic damages (including but not limited to lost profits and lost business opportunity) arising out of or relating to the Purchase Order/Contract, regardless of legal theory under which such damages are sought, and even if the parties have been advised of possibility of such damages or loss. No agreement or understanding to modify this limitation of liability statement shall be binding on Comet Electronics LLC unless in writing and signed by Comet's authorized agent.

Site Access: Site access shall be unhindered and available to Comet Electronics LLC in order to perform the required work without interruption in accordance with the Contract schedule. Comet Electronics LLC inability to gain access to the site due to Buyer's actions or omissions or any circumstances beyond the direct control of Comet Electronics LLC including, but not limited to, delays, inconvenience or damage sustained due to interference by utility appurtenances or the operation of moving the same shall be considered extra work and Comet Electronics LLC reserves the right to adjustment of the installation related cost and/or delivery schedule.

Differing Site Conditions: Comet Electronics LLC shall notify the Buyer of any conditions at the installation site(s) differing from those indicated in the Contract, including any unknown or subsurface physical conditions at the site(s) differing from those specified by Buyer. If such conditions so differ and cause an increase in Comet Electronics LLC's cost of, or the time required for performance of any part of the work under the Contract, Comet Electronics LLC reserves the right to adjustment of price and/or delivery schedule.