

LA CROSSE HARBOR

F.J. ROBERS CO., INC.

ASSISTANCE REQUEST

2020



APPLICATION – WISCONSIN HARBOR ASSISTANCE PROGRAM

Wisconsin Department of Transportation
DT1688 7/2018

Submit Application To:
Wisconsin Department of Transportation
Manager, Harbor Assistance Program
P.O. Box 7913 Madison, WI 53707-7913

FOR WisDOT STAFF USE

Project ID	Date Received
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1. Harbor Name
La Crosse

2. Primary Contact Telephone
John H. Noyes 608-792-0636

3. Applicant Agency Name and Address
F.J. Robers Co., Inc.
816 Bainbridge St.
La Crosse WI, 54603

see exhibit #1

4. Project Type (Check Appropriate Type)
 Maintenance dredging and disposal which is the responsibility of the local government and which is outside a U.S. Army Corps of Engineers project area.
 Maintenance dredging and disposal within a Corps project area.
 Dock wall repair or maintenance.
 New project development of publicly owned facilities limited to dredging, dredge disposal and dock walls.
 Maintenance of other publicly owned harbor facilities.
 New project of other ^{private} harbor facilities.

5. Anticipated Project Dates
Start Date Mar-21 Complete Work Jun-21

6. Cost Apportionment: Submit narrative or other support documentation concerning the timing of available non-grant financing and any known or expected prerequisites for, or limitations on, that financing, i.e., bond issue, budget appropriation, bank loan approval, referendum, other grant, etc.

	AMOUNT	% of TOTAL	SOURCE OF FUNDS
Proposed grant amount	620,000	32.6 %	
Applicant's share of costs	280,000	14.7 %	
Amounts from federal sources	1,000,000	52.6 %	
Other		%	
Total estimated project cost	1,900,000	100 %	

7. Resolution From Eligible Applicant
Is a resolution, officially adopted by the eligible applicant containing the assurances and information specified under TRANS 28.09 (2)(a), attached to this application? YES NO

8. Certification
To the best of my knowledge and belief, the information submitted here is true and correct and this document has been authorized for submittal by the governing agency.

X _____ (Authorized Signature and Title) _____ (Date)

9. Project Summary - This is to be a brief overall summary with greater detail, including a scope of services and anticipated work schedule, provided in a supporting narrative.

F.J. Robers would like to request financial assistance through the HAP program to construct a 100' by 200' salt shed at their location on the Black River. In an effort to improve efficiency and reduce pollution F.J. Robers would like to construct the shed closer to the existing dock wall to minimize the need for secondary handling of salt unloads. The salt shed with direct access to the river would reduce the risk of salt runoff and minimize the carbon footprint of the facility.

In 2019 F.J. Robers unloaded 97,000 tons of salt at the terminal. This salt is then trucked out to municipalities and private businesses within a 70-mile radius of the La Crosse area. F.J. Robers has been the primary hub for salt unloading in La Crosse for over 30 years and would like to improve the efficiency of the unloading process. In addition to the shes F.J. Robers would like assistance in purchasing a telescoping conveyor to meet the needs of stacking the salt in the shed.

F.J. Robers would also like to allocate funds toward improving the truck staging areas and roadways on the property. F.J. Robers has handled over 650,000 tons of product each of the last two years consisting of agricultural products, salt, railroad ties, coal, and cement powder. All of these tons are either trucked in or out of the facility via County Road B in La Crosse.

In addition, F.J. Robers would like to install an SSL (Self-service loading) program to its existing cement powder loading system. The program would allow for 24 hour a day loading capability at the facility. The SSL would help in avoiding peak traffic periods and streamline production. The existing rail spurs on the west side of the F.J. Robers facility have become over whelmed with the need for railroad ties being ground for use at Xcel Energy on French Island along with cement cars waiting for unload, therefore F.J. Robers would like assistance in connecting two existing spurs on either side of Bainbridge Street to allow for more storage of cars, limit demurrage costs and decrease the number of railcar switches needed to the facility.

Timeline for improvements: 2021

March/first half April-excavate and fill necessary areas, install SSL, order conveyer

Second half April-paving and installing necessary footers for salt shed, rail spur construction

May-construction of salt shed

10. Urgency of Project

Provide supporting documentation for each item checked.

- Harbor depth is now, or within 18 months of application date will be, less than the required navigation depth if dredging is not accomplished.
- A dock wall has deteriorated to the extent that the terminal facility is not, or within 18 months will not be, useable.
- A publicly-owned dredge disposal facility has deteriorated to the extent that polluted material may re-enter Lakes Michigan or Superior or the Mississippi River within 18 months.
- Other - Please provide a full description of the cause and extent of the urgency in an attached narrative.

11. Project Feasibility

Submit narrative and other documentation in support of these responses.

YES

NO

1. The project is economically feasible (economic analyses, benefit/cost analyses, pro formas, etc.).

2. The project is environmentally feasible (draft or final environmental assessments).

3. The project is feasible from an engineering perspective (preliminary plans and drawings used for estimating).

12. Permits and Licenses

Identify the permits and the respective issuing agency required to accomplish the project - Include permits issued by all levels of government.

* PERMIT OR LICENSE	ISSUING AGENCY	IN FORCE	TO BE OBTAINED	START DATE	EXPIRATION DATE

* For items still to be obtained, describe below or on a separate sheet, the current status of applicant's efforts to obtain them, the required work or action still outstanding and the estimated date they will be obtained. Provide copies of permits and licenses already obtained.

13. Cost Summary. **Submit narrative or other support documents describing the basis for the estimated costs described in question 4 and any special circumstances affecting these cost estimates.**

A. **Estimated Project Costs:** Add or strike from this list as appropriate to the project. If more than one contractor is to be used, identify each contractor separately as Contractor A, Contractor B, etc.

NOTE: Costs of obtaining permits and licenses, preparation of application materials, including conceptual designs, and economic and environmental data, ARE NOT ELIGIBLE for reimbursement with grant funds.

ITEM	(1) DREDGING	(2) DOCKWALL	(3) OTHER IMPROVEMENTS
Disposal site acquisition			
Disposal costs			
Bid preparation and advertising			
Final Engineering			
Direct Supervision of Contractor			
Contractor A			salt shed-600,000
B			roads and pads-500,000
C			conveyor-250,000
D			rail improvement-200,000
E			SSL-150,000
Force Account Work			grain truck staging-200,000
SUBTOTAL	\$	\$	\$
TOTAL ESTIMATED PROJECT COST (Columns 1 + 2 + 3)			\$ 1,900,000

B. **Other Development Costs:** Submit narrative or other support documentation describing the basis for the estimates cited, i.e., appraisals, local assessment, design cost, etc.

Estimated market value of land and existing facilities necessary for success of the project. \$ none

Estimated cost of additional site development and facilities necessary for success of the project. \$ none

Sources for additional site development funds: F.J. Robers Co., Inc

14. Estimated Annual Revenues and Costs: **Submit narrative or other support documentation describing the basis for revenue and operating cost estimates. Five year project of applicant's revenue/cost.**

	First Full Year of Operation	Second Full Year	Third Full Year	Fourth Full Year	Fifth Full Year
Applicant's projected operating revenues	see attached P/L				
Applicant's projected operating and regular maintenance costs	see attached P/L				

15. Jobs: Submit narrative or other support documentation describing the basis for and the method used to calculate the estimates given below.

A. Estimated Jobs in Port County Gained With Project. Construction jobs should be excluded.

OCCUPATION	NO. OF JOBS	START DATE

B. Estimated Jobs in Port County Lost Without Project. Construction jobs should be excluded.

OCCUPATION	NO. OF JOBS	START DATE

16. Tonnage Using Calendar Year 2019: For expected future tonnage, see application guidelines.

COMMODITY	TONNAGE	COMMUNITY, STATE ORIGIN	COMMUNITY, STATE DESTINATION
salt	97,000	LA	WI
corn/soybeans	400,000	WI, MN, IA	worldwide
coal	10,000	WV	WI
Cottonseed	17,500	AL	WI, MN
Pig Iron	50,000	LA	WI
Cement	71,000	IA	WI
fertilizer	15,000	LA	WI

17. List of Attachments and Support Documents: List in this space, the title or other identification for each of the documents and supporting statements set forth under blocks 9 through 16.



La Crosse County Interactive Map Viewer



2019 BARGE LOADING/UNLOADING

BARGE	COMMODITY	COMPANY	TONS	DATE PLACED	LOADING/ UNLOADING START	LOADING/ UNLOADING FINISH
MTC404	Cottonseed	Cottonseed LLC	1188.520	6/23/2019	6/24/19 0700	6/24/19 1600
MTC770B	Pig Iron	CMS	1644.054	6/23/2019	6/26/19 0700	6/26/19 1500
LTD12030	Pig Iron	CMS	1389.663	6/23/2019	6/25/19 0700	6/25/19 1600
IN116509	Salt	Compass	1621.000	7/1/19 0515	7/1/19 0700	7/1/19 1600
MTC1538	Cottonseed	Cottonseed LLC	1395.170	7/2/19 1252	7/2/19 1400	7/3/19 1400
MTC350	Cottonseed	Cottonseed LLC	1396.860	7/2/19 1252	7/3/19 0700	7/7/2019
AGS135	Cottonseed	Cottonseed LLC	1338.790	7/6/19 2220	7/8/19 0700	7/8/19 1600
IN166400	Salt	Compass	1603.000	7/6/19 2220	7/8/19 0700	7/8/19 1300
IN075244	Salt	Compass	1467.000	7/2/19 2220	7/9/19 0700	7/9/19 1100
IN164411	Salt	Compass	1610.000	7/3/19 1900	7/11/19 0700	7/11/19 1500
IN176000	Salt	Compass	1615.000	7/3/19 1900	7/9/19 1200	7/10/19 0900
IN085211	Salt	Compass	1462.000	7/3/19 1900	7/12/19 0700	7/12/19 1300
IN164415	Salt	Compass	1615.000	7/3/19 1900	7/10/19 1000	7/10/19 1630
ART35262	AMS	InterChem	1636.629	7/10/19 1150	7/11/19 0700	7/11/19 1400
LTD523	Pig Iron	CMS	1608.905	7/11/19 0800	7/16/19 0700	7/16/19 1130
LTD526	Pig Iron	CMS	1627.758	7/11/19 0800	7/15/19 0900	7/15/19 1500
LTD10168	Pig Iron	CMS	1421.991	7/12/19 0018	7/16/19 1330	7/17/19 1000
LTD15206	Pig Iron	CMS	1468.662	7/11/19 1715	7/12/19 1100	7/12/19 1800
MTC451B	Cottonseed	Cottonseed LLC	1338.870	7/12/19 0015	7/18/19 1300	7/22/19 1200
MEM93169	Salt	Morton	1619.400	7/12/19 1945	7/16/19 0700	7/16/19 1430
MEM92162	Pig Iron	CMS	1596.305	7/12/19 1945	7/17/19 1300	7/18/19 1100
IN85115	Salt	Compass	1463.000	7/12/19 1800	7/15/19 0700	7/15/19 1130
ART44211B	Potash	InterChem	1639.112	7/13/19 1800	7/17/2019 1245	7/18/19 1130
ART35602B	Potash	InterChem	1636.813	7/13/19 1800	7/17/2019 0700	7/17/19 1130
PB111	Pig Iron	CMS	1592.311	7/13/19 0545	7/22/19 0700	7/22/19 1430
MEM92109	Pig Iron	CMS	1483.087	7/13/19 0545	7/23/2019 0700	7/23/19 1130
VLB9121	Pig Iron	CMS	1615.294	7/12/19 2145	7/18/19 1300	7/19/19 1100
ACL96018	Pig Iron	CMS	1416.948	7/18/19 1400	7/24/19 0930	7/24/19 1430
MEM2199	Pig Iron	CMS	1604.239	7/18/19 1400	7/24/19 1500	7/25/19 1100
AEP1024	Pig Iron	CMS	1543.087	7/18/19 1400	7/23/19 1330	7/24/19 0900
AEP1021	Salt	Morton	1562.700	7/18/19 1400	7/22/19 1430	7/23/19 1000
ACL9288B	Salt	Morton	1649.700	7/18/19 1400	7/23/19 1130	7/24/2019 1145
IN176079	Salt	Compass	1637.000	7/24/19 635	7/25/19 1300	7/26/19 0830
IN126477	Salt	Compass	1621.000	7/24/19 635	7/24/19 1430	7/25/19 1200
VLB9172	Pig Iron	CMS	1650.005	7/24/19 1950	7/25/19 1130	7/26/19 0630
MTC353	Pig Iron	CMS	1612.642	7/25/19 1615	7/26/19 0715	7/26/19 1430

CH9852	Pig Iron	CMS	1458.449	7/25/19	1615	7/29/19	0700	7/29/19	1200
MTC514	Pig Iron	CMS	1473.187	7/25/19	1615	7/31/19	1400	8/1/19	1200
MTC672	Pig Iron	CMS	1634.166	7/25/19	1615	7/29/19	1300	7/30/19	1100
MTC673	Pig Iron	CMS	1650.593	7/25/19	1615	7/30/19	1200	7/31/19	0800
CH0527	Pig Iron	CMS	1509.831	7/25/19	1615	7/31/19	0900	7/31/19	1330
ING7923	Salt	Compass	1509.000	7/30/19	1705	7/31/19	0700	7/31/19	1445
IN075036	Salt	Compass	1467.000	7/30/19	1705	8/1/19	0700	8/1/19	1230
LF149B	Salt	Morton	1651.800	7/31/19	1715	8/2/19	0700	8/2/19	1400
AEP3209	Salt	Morton	1450.700	8/2/19	1545	8/5/19	0700	8/5/19	1030
LF146B	Salt	Morton	1629.000	8/2/19	1835	8/5/19	0700	8/5/19	1300
VLB9156	Salt	Morton	1660.800	8/2/19	1545	8/5/19	1130	8/5/19	1600
MEM1856	Salt	Morton	1621.400	8/2/19	1545	8/5/19	1400	8/6/19	1330
ACL01185	Salt	Morton	1473.400	8/2/19	1545	8/7/19	1300	8/8/19	0800
MEM1843	Salt	Morton	1428.500	8/2/19	1545	8/6/19	0700	8/6/19	1100
RF607	Salt	Morton	1625.900	8/2/19	1545	8/7/19	0700	8/7/19	1400
LF105B	Salt	Morton	1649.400	8/2/19	1545	8/6/19	1330	8/7/19	1130
VLB9143	Salt	Morton	1556.700	8/6/19	2045	8/8/19	0700	8/8/19	1130
AEP3165	Salt	Morton	1603.700	8/6/19	2045	8/8/19	0930	8/8/19	1500
RF612	Salt	Morton	1077.000	8/6/19	2045	8/9/2019	0700	8/9/19	1030
MEM2359	Salt	Morton	1538.500	8/6/19	2045	8/12/19	0700	8/12/19	1330
VLB9174	Salt	Morton	1555.300	8/6/19	2045	8/13/19	0700	8/13/19	1430
VLB9193	Pig Iron	CMS	1629.320	8/6/19	2045	8/8/19	1300	8/9/19	0830
LTD15234	AMS	InterChem	1526.240	8/11/19	1330	8/28/19	0700	8/28/19	1330
MTC854	AMS	InterChem	1603.972	8/11/19	1330	9/10/19	0900	9/10/19	1600
ACBL2413	Salt	Morton	1474.600	8/23/19	0715	8/26/19	0700	8/26/19	1400
ACBL2409R	Salt	Morton	1494.200	8/23/19	0715	8/26/19	1130	8/27/19	0800
ACL98007R	Salt	Morton	1439.100	8/25/19	0330	8/28/19	1245	8/29/19	0830
AEP3213R	Salt	Morton	1478.200	9/6/19	1845	9/11/19	0700	9/11/19	1100
MEM2016R	Salt	Morton	1470.900	8/23/19	0715	8/27/19	0700	8/27/19	1330
MEM94134R	Salt	Morton	1141.000	9/6/19	1845	9/9/19	0700	9/9/19	1200
MGT00009R	Salt	Morton	1475.800	9/6/19	1845	9/11/19	1300	9/12/19	0800
ACBL3421B	Salt	Morton	1655.100	8/23/19	0715	8/28/19	0700	8/28/19	1130
AEP3166	Salt	Morton	1633.900	8/26/19	2217	9/3/19	0700	9/3/19	1530
AEP3291B	Salt	Morton	1644.500	9/6/19	1845	9/13/19	1000	9/16/19	1200
AEP7182B	Salt	Morton	1627.100	9/6/19	1845	9/12/19	0830	9/12/19	1330
MEM2170B	Salt	Morton	1666.400	8/26/19	2217	8/29/19	0945	8/30/19	0730
MEM2351B	Salt	Morton	1628.100	8/23/19	0715	8/27/19	1030	8/27/19	1530
SGN007B	Salt	Morton	1616.500	9/6/19	1845	9/9/19	1315	9/10/19	0830
ACL9284	Salt	Morton	704.582	8/22/19	0500	8/22/19	1045	8/22/19	1400
AEP3461	Salt	Morton	1511.300	8/22/19	0500	8/23/19	0700	8/23/19	1130

AEP7253	Salt	Morton	1641.300	8/22/19 0845	8/23/19 1300	8/26/19 1030
MTC625	Pig Iron	CMS	1482.906	8/20/19 0130	8/20/19 0700	8/20/19 1230
CHB9862	Pig Iron	CMS	1671.572	8/20/19 0910	8/21/19 0945	8/21/19 1445
MTC535	Pig Iron	CMS	1628.000	8/20/19 0910	8/22/19 0700	8/22/19 1200
LTD6255	Pig Iron	CMS	1469.461	8/20/19 0910	8/20/19 1330	8/21/19 0830
MEM93158	Pig Iron	CMS	1586.943	8/23/19 0715	8/23/19 1100	8/23/19 1600
CH9956	Pig Iron	CMS	1449.316	8/30/19 1600	9/5/19 0945	9/5/19 1400
LTD12030	Pig Iron	CMS	1424.103	9/9/19 1845	9/10/19 1415	9/11/19 1000
MTC756	Pig Iron	CMS	1677.132	8/30/19 1600	9/3/19 1445	9/4/19 1130
MTC868	Pig Iron	CMS	1615.780	8/30/19 1600	9/4/19 1245	9/5/19 0830
MTC2209	Pig Iron	CMS	1432.904	8/30/19 1600	9/6/19 1100	9/9/19 1030
MTC2217	Pig Iron	CMS	1414.629	8/30/19 1600	9/5/19 1430	9/6/19 1030
MTC7290	Pig Iron	CMS	1616.911	8/30/19 1600	9/3/19 0730	9/3/19 1400
MTC7457	Pig Iron	CMS	1629.352	9/9/19 1845	9/10/19 0700	9/10/19 1400
MOM024	Pig Iron	CMS	1627.089	8/26/19 2217	8/30/19 0930	8/30/19 1400
VLB9198	Pig Iron	CMS	1604.471	8/25/19 0330	8/29/19 1345	8/30/19 0900
MEM94137	Pig Iron	CMS	1422.533	8/25/19 0330	8/28/19 1445	8/29/19 1330
MEM1807	Salt	Morton	1441.300	9/14/19 0930	9/16/19 0700	9/17/19 0900
AEP7205	Salt	Morton	1425.400	9/14/19 0930	9/17/19 0900	9/17/19 1345
VLB9115	Salt	Morton	1641.200	9/14/19 0930	9/16/19 1315	9/17/19 0800
MEM2008	Salt	Morton	1427.200	9/14/19 0930	9/17/19 1000	9/17/19 1500
LF0510	Salt	Morton	1441.200	9/23/19 1720	9/24/19 0700	9/24/19 1045
LF107	Salt	Morton	1673.000	9/27/19 0140	10/1/19 1430	10/2/19 1400
VLB9141	Salt	Morton	1629.900	9/27/19 0140	9/30/19 1330	10/1/19 1330
MEM92166	Salt	Morton	1612.800	9/27/19 0140	9/27/19 0700	9/27/19 1300
VLB9164	Salt	Morton	1919.300	9/27/19 0140	9/30/19 0700	9/30/19 1300
MEM93157	Salt	Morton	1631.400	9/23/19 1720	9/24/19 1230	9/26/19 0900
T13826	Coal	C. Reiss	1544.900	9/26/19 2145	10/7/19 0700	10/7/19 1630
ING2329	Coal	C. Reiss	1453.830	9/30/19 1920	10/8/19 0700	10/8/19 1330
IN25304	Coal	C. Reiss	1449.500	9/26/19 2145	10/2/19 0700	10/2/19 1445
ING4768	Coal	C. Reiss	1536.580	9/26/19 2145	10/3/19 0800	10/3/19 1600
ING5826	Coal	C. Reiss	1456.780	9/26/19 2145	9/30/19 0700	9/30/19 1430
IN75126	Coal	C. Reiss	1537.380	9/26/19 2145	10/4/19 0700	10/4/19 1430
IN85027	Coal	C. Reiss	1451.180	9/26/19 2145	10/1/19 0700	10/1/19 1430
NOMA328	Cottonseed	Cottonseed LLC	1340.940	9/9/19 1845	9/11/19 1330	9/13/19 1130
MTC320	Cottonseed	Cottonseed LLC	1263.300	9/18/19 1925	9/19/19 0930	9/20/19 0830
IN176090	Harter salt	Harter	1611.000	9/22/19 1230	9/24/19 1230	9/25/19 1300
INO75117	Strupp salt	Strupp	1441.000	9/22/19 0515	9/24/19 0700	9/24/19 1230
CHB0507	AMS	InterChem	1632.832	9/21/19 1630	9/23/19 0700	9/23/19 1300
SCF24057	CFS salt	Cashton Farm Supply	1505.430	10/4/19 0920	10/7/19 0700	10/8/19 1330

AEP0597	Potash	InterChem	1653.485	10/6/19 2130	11/12/19 0800	11/12/19 1600
SCF1008	CFS salt	Cashton Farm Supply	1640.610	10/8/19 0930	10/8/19 1330	10/10/19 1300
LTD762	AMS	InterChem	1622.096	10/9/19 0425	10/9/19 1030	10/10/19 1130
T13715	Salt	Compass Minerals	1623.000	10/22/19 2145	10/23/19 0700	10/23/19 1430
IN126493	Salt	Compass Minerals	1598.000	10/22/19 2145	10/25/19 0700	10/25/19 1300
T13878	Salt	Compass Minerals	1627.000	10/22/19 2145	10/24/19 0700	10/24/19 1400
MTC1310	AMS	InterChem	1628.166	10/28/19 0015	10/28/19 0700	10/28/19 1600
ACL9957	Cottonseed	Cottonseed LLC	1499.03	10/30/19 0501	10/30/19 0830	10/31/19 0900
ACL9224	Salt	Morton	1134.8	10/30/19 0330	11/4/19 0700	11/4/19 1600
MEM1851	Salt	Morton	1601.2	10/30/19 0330	10/31/19 1100	10/31/19 1500
ING7910	Salt	Compass Minerals	1512	10/30/19 2150	11/1/19 0700	11/1/19 1130
IN065448	Salt	Compass Minerals	1498	10/31/19 1645	11/5/19 0700	11/5/19 1130
MTC410	Cottonseed	Cottonseed LLC	1171.47	11/7/19 0230	11/7/19 0700	11/7/19 1530
AGS162	Cottonseed	Cottonseed LLC	1255.74	11/7/19 0230	11/8/19 0700	11/8/19 1430
LTD6238	Cottonseed	Cottonseed LLC	1212.51	11/7/19 2115	11/11/19 0700	11/11/19 1530
MTC610	Cottonseed	Cottonseed LLC	1185.14	11/16/19 1920	11/18/19 0700	11/18/19 1500
CC1190	Cottonseed	Cottonseed LLC	1193.35	11/16/19 1920	11/19/19 0700	11/19/19 1500

202,154.006

	<u>Corn</u>	<u>Beans</u>	<u>Total</u>
2019			
January	0.00	0.00	0.00
February	0.00	0.00	0.00
March	0.00	0.00	0.00
April	7,598.00	44,224.00	51,822.00
May	707,980.00	169,585.00	877,565.00
June	193,933.00	447,024.00	640,957.00
July	2,023,876.00	473,210.00	2,497,086.00
August	1,669,292.00	1,085,066.00	2,754,358.00
September	667,323.00	377,969.00	1,045,292.00
October	343,546	2,072,259	2,415,805.00
November	3,091,440.00	594,792.00	3,686,232.00
December	0.00	0.00	0.00
	8,704,988.00	5,264,129.00	13,969,117.00

corrected #s

CONTINENTAL CEMENT

	<u>Tons</u>	(50,000 minimum)
August	9,153.450	
September	6,963.110	
October	10,221.480	
November	6,376.870	
December	2,754.780	
January	2,811.360	
February	2,424.500	
March	2,223.510	
April	4,889.710	
May	8,050.120	
June	7,891.850	
July	7301.15	

71,061.890

Send to Ron Ricker 8/1

\$ 4.66 /ton billed over 50,000

BUDGET

Submitted To: FJ Robers
Attn: Jon Noyes

Date: December 6, 2019

Architect: N/A

Job Name: Storage Building

Date of Plans: N/A

Job Location: La Crosse, WI

We propose to provide design/build services to construct a 100'-0" x 200'-0" dry storage building in La Crosse, WI based on the options below.

Work is to include the following:

1. Option A

- a. 100'-0" x 200'-0" pre engineered building sitting on a 8'-0" poured walls above grade with 28'-0" eave height, 24ga. galvanized standing seam roof with 26ga. painted wall panels. R-11 condensation blanket insulation on roof. Openings for two (2) 24'-0" x 20'-0" bi-folding doors on the end walls. Two (2) 3070 service doors installed in the bi-parting steel doors. Electrical by owner.

Option A Budget: \$550,000 - \$600,000

2. Option B

- a. 100'-0" x 200'-0" hoop structure sitting on 8'-0" poured walls above grade with 28'-0" eave height. Both end walls to have solid fabric. Openings for two (2) 24'-0" x 20'-0" bi-folding doors on the end walls. Two (2) 3070 service doors installed in the bi-parting steel doors. Electrical by owner.

Option B Budget: \$575,000 - \$600,000

Items not included in the Budget:

1. Builders risk insurance.
 2. Performance and payment bonds.
 3. Private utility locates.
 4. Weekend/Overtime hours.
 5. Winter conditions.
 6. Electrical.
 7. Bi-parting steel doors.
 8. Excavation.
 9. Asphalt paving interior or exterior.
-



Continental Cement Company
La Crosse Terminal
Self-Service Loading System
Budgetary Proposal
January 2019

Thank you for choosing Process Solutions Canada Limited. Please direct your questions or comments regarding this document, software, or the hardware to the Vice President, Cement Distribution Solutions at one of the addresses below. Alternatively, visit our web site at www.pscl.com, or e-mail your questions and comments to sales@pscl.com.

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1. Project Background

Over the last 30 years, Process Solutions has worked with its clients to create long-term solutions and evolve its products to meet the needs of the cement industry. In the Cement Distribution Solutions (CDS) portfolio, modules range from a scale-only interface to full integration of the loading process with ERP and Logistics systems. The CDS products have been deployed at over 350 loading points at cement and fly ash plants and terminals in North America; over 90 of these sites use Self-Service or Plant Portal Loading, with over 200 Kiosks installed since our first pilot installation in 1999. Cement Distribution Management (CDM) software is used to run plant shipping environments with upwards of 260 transactions a day.

The Cement Distribution Management (CDM) Suite is comprised of an Order Management component, an ERP interface and several fulfillment options including local single-scale attended loading, local multi-scale attended loading, remote single and multi-scale loading, trucker operated single scale loading and our Plant Portal System which provides for trucker operated loading and raw material receiving with check-in and check-out kiosks located at plant entrances and exits. The entire suite can be deployed in a distributed fashion with local databases, each with an ERP interface for each site; a fully centralized system with a single corporate database; or a hybrid system where a central corporate database communicates with regional databases, each supporting one or more plants and/or terminals. We currently have several systems interfaced to SAP including Lehigh Hanson, LafargeHolcim, and Argos, as well as Buzzi Unicem USA interfaced to Oracle Financials, and Continental Cement Company interfaced to Viewpoint.

Depending on the needs of the facility or product, solutions may be selected from simple Ticketing, to Self-Service Kiosk Loading, to a comprehensive Plant Portal solution for larger facilities. We also have options for Raw Material Receiving, Stock Transfer Management by rail or truck, Bag Handling, EDI submission of Rail transfer orders and Cement Inventory Management monitoring inventory both at facilities and in-transit.

The Process Solutions CDM system is used by 9 major North American cement manufacturers, including Continental Cement Company.

A request has been made by John Noyes of F.J. Robers Company for Process Solutions to provide a quote for supply and commissioning of a Self Service Loading (SSL) system at the La Crosse terminal. This terminal is owned and operated by F. J. Robers Company Intermodal River Terminal. The terminal receives cement via rail from Continental Cement Company, and ships to customers via truck. As an intermodal terminal, the operator has multiple tasks to attend to which are interrupted when a truck must be loaded. Allowing the truck drivers to self load would free up the operator to perform other tasks.

This document covers the anticipated Statement of Work and budgetary price quotation for the hardware and deployment of Process Solutions' Cement Distribution Management Self Service Loading (SSL) solution to the La Crosse terminal's truck loading alley. SSL will utilize the existing local CDM SQL Server database, which interfaces with Continental's central CDM database via data replication. Bills of lading will be formatted using custom Crystal™ Reports files previously developed for Continental.

The current document specifies key project assumptions, recommendations, expected scope of supply for Process Solutions, for F.J. Robers Company and Continental, and for other contractors, and a budgetary price quotation for Self Service Loading based on system installation in 2019. The quote has also been separated into 'fixed', 'time and materials', and optional components.

2. Self-Service Kiosk Systems

The Process Solutions Self-Service Kiosk (SSK) system is an unattended loading solution that uses radio frequency (RFID) card validation for security access with a touch screen loading interface. The face of the kiosk includes a touch screen, an eyeball camera (several pictures are taken during each transaction for audit trail purposes), and in the case of a loading kiosk, an Emergency Stop button. An on-screen signature feature is incorporated, allowing drivers to sign for bills of lading directly on the touch screen (utilizing a suitable rubber tipped stylus) rather than relying on an external electronic signature pad. The RFID reader may be mounted directly on the kiosk, or (if the kiosk is located behind a locked door for security purposes) may be used both for opening the door and for initiation of the loading transaction.

A more detailed description of the Self-Service Loading system is given below.

2.1. Self-Service Loading (SSL) Overview

A **Self-Service Loading** (SSL) configuration is typically provided at distribution terminals where there are only one or two loading lanes. In this configuration, the kiosk interface is used to manage the transaction from start to finish, including the loading process. Each loading alley must have its own SSL kiosk located in the alley at scale level or mezzanine level.



The kiosk incorporates an embedded industrial computer running Windows™, and the software interfaces with the required instrumentation and process controller to provide a very simple touch screen control panel. Once validated for loading through the RFID card, a driver is prompted to identify the carrier (if more than one is linked to his card), his vehicle (pre-defined composite rig or discrete tractor and trailer components) from lists stored in the system OR as a 'generic' type, and then to select the customer and/or order from among the options which have been linked to the driver's card and/or to the carrier for whom the driver is hauling. The system automatically calculates a default loading pattern (including expected tare weight and maximum GVW) based on the equipment selection, but the driver is provided with the ability to modify the loading pattern within defined tolerances. If the driver selects a 'generic' rig type, he is required to enter the legal tractor and trailer descriptions before he can proceed to load.

Spout and Fill/Stop controls are enabled on the touch screen once a tare weight has been taken and validated against the expected normal tare weight. If video assistance is required to position the spout, live camera images of the spout are inserted onto the kiosk touch screen in a Picture-in-Picture mode. Outside tolerance variation from the expected tare weight is flagged as probable retained product, requiring inspection and override

before loading can proceed. Weight set points for the load are defined and sent to the scale head or PLC based on the defined loading pattern and configurable setbacks for the selected silo. Only silos containing the correct material or a valid, pre-configured substitute can be selected by the system. During loading, flow rate can be controlled toward a target rate based on upper and lower limits. When loading is completed (either through reaching the final set point or as requested through the user interface), the spout can be vibrated automatically, and must then be retracted to an upper limit before the load can be finished. If at any time between the taking of vehicle tare and loading finish (when a final gross weight has been captured) the weight on the scale drops by more than a pre-defined tolerance, an alarm is generated and the system is stopped until the alarm has been acknowledged and cleared through entry of a secure password.

Once a load has been successfully finished, the driver is prompted to sign on the touch screen. A hard copy of the Bill of Lading (BOL) is generated on an external laser printer.

The local setup and configuration of proximity cards, product assignment to silos and other relevant items is managed through the *Self-Serve Administration (SSA)* utility.

Every signed Bill of Lading (BOL) is archived as an Adobe® Acrobat PDF file, which can be re-printed and/or archived as desired. All shipment transactions are automatically replicated to the Continental central CDM database once completed. The *Self-Service Loading* system generates a standard Continental bill of lading.

Self-Service Loading also provides the ability to page an attendant (either automatically or at driver request) when an error or inappropriate action takes place. Examples of automated paging triggers might be that loading has ceased due to valve blockage or a silo running empty, a scale weight reduction has been noted during loading or that the final gross weight of the load exceeds legal maximum GVW. Additionally, the system can prevent loading (and page an attendant) if the mechanical delivery system is not ready (e.g. air pressure is too low) or if a driver tries to use the system when it has been disabled by switching loading to 'manual' mode.

2.2. Other Considerations

Although not directly part of the base Self-Service Loading system, trucker-managed loading implies a number of additional considerations. These include:

- Automatic scale zeroing
- Video surveillance and safety stand monitoring
- Building and site access control

Automatic Scale Zeroing – Most jurisdictions require that a scale has been returned to zero before starting a new transaction. Process Solutions can provide a traffic light in order to notify drivers when the system is ready to load, including the scale weight having returned to zero.

The traffic light is normally located at the entrance to the alley and serves to inform drivers whether the alley is ready for a truck to enter. National Type Evaluation (NTEP) specifications for scale controllers require that the driver is able to confirm that the scale is at zero before he enters. The system also needs to be able to confirm that the truck is completely supported by the scale prior to the collection of Gross and Tare weights. In unattended operations the driver may not have access to the weight indicator, so a light indication is required. The light will be RED when a truck is on the scale or when the scale cannot be zeroed and GREEN when the scale is at zero and the system is ready to load. When a truck leaves the scale, the kiosk can check that the scale is within zero tolerance and will zero it if necessary. If the scale is not within zero tolerance, an error occurs and site personnel are alerted.

Process Solutions can also provide a traffic gate that is normally positioned at the exit of the alley, and mounted high enough that it can be seen by the driver while in his truck. The barrier would be down when the spout is not fully raised and up when it is. The gate's function is to protect the spout from damage that can occur if a truck leaves the alley while the spout is still in the hatch. If gates are installed at both ends of the scale, they can be used to meet the requirement of ensuring that the truck is fully supported by the scale during Legal-for-Trade weight captures. It is also possible to meet the "truck fully on scale" requirement by installing a camera at the end of the scale which takes a snapshot during the Gross and Tare operations. If the camera is positioned to capture the truck or trailer license plate, this photo can be added to the BOL as further proof of identity for the load.

Video Surveillance – Process Solutions also provides video surveillance systems from Axis Communications. Process Solutions can provide a dedicated site video collection computer running Axis' Camera Station software. Camera Station is a complete monitoring and recording system. All cameras supplied can be recorded with H.264, MPEG-4 and Motion JPEG video compression. Compressed video enables optimization of bandwidth and storage efficiency. Remote monitoring is available from a Windows application.



Video surveillance systems are being increasingly used to record various aspects of the loading process. One camera in each alley can be positioned to catch the driver's door, front fender and license plate of a truck positioned on the scale. A picture from this camera can be captured when the tare weight of the truck is taken. A second camera in each alley can be positioned to display the spout. Additional cameras can be deployed as needed to display the hatch safety stands, kiosk area, and site gate.

Building and Site Access Control – The RFID card may be integrated into access control for buildings and/or sites, ensuring that only people with valid RFID cards and orders have access to a Self-Service Kiosk.

3. January 8, 2019 Site Visit

Matthew Furry from Process Solutions visited the site on January 8, 2019 and obtained the following relevant information:

1. Ron Ricker from Continental Red Rock suggested that SSL would be a valuable addition at La Crosse.
2. Process Solutions installed its CDM Loading Management attended loading software with scale interface in 2015.
3. The site is provisioned by rail. A blower is located on the outside of the south garage to unload rail cars into the silo.
4. The air compressor in the south garage has a starter package and may have remote I/O. It provides control air for the silo valve and aeration to the bottom of the silo.
5. A fairly new DCL spout (single axis) is directly under the silo. The spout has limit switches and usually has access to them from a terminal strip in the relay panel.
6. There is no e-gate, rather, a manual shut-off valve is located above the pneumatic slide valve. There have been some previous issues with the pneumatic valve.

7. Unloading rail cars can require the operator's full attention, so the blower is often stopped to load trucks.
8. Per the picture below, site control consists of four sets of pushbuttons on the manual control panel. The operator controls the loading process from this panel: Lower spout, open airslide (silo aeration), start dust collector, open slide gate.



9. Due to the pneumatic slide valve issues, aeration is turned off early and reliance is made on material compaction to prevent leaking.
10. The site does not have an MCC room. A separate panel has 240v breakers for the spout. All other control is wired from the breaker panel through the manual control panel.
11. The silo has roll-up doors on the entrance and exit. The doors are resting on the scale. There are up/down controls located inside the silo.
12. An RFID card reader is needed at the entrance safety stand to open the silo doors and turn on the compressor.
13. The operator currently turns off the breaker to the compressor at night in case a leak occurs. John has had compressors burn out before. For unattended loading, the compressor could be turned off 10 minutes after the scale drops below 5,000 lb i.e. after a truck has left the scale.

4. Project Assumptions and Recommendations

Based on communication with John and the recent site visit, as well as Process Solutions' previous experience with other Continental *Self-Service Loading* installations, key assumptions and recommendations regarding the La Crosse *Self-Service Loading* project are defined as follows.

4.1. General Assumptions

1. The scope of supply includes the provision and commissioning of an SSL system for the terminal's truck load out. The kiosk will be located in a suitable climate controlled room or building.
2. Because there is no PLC automation at the site, Process Solutions will provide a standard "button pusher" style PLC assembly for the alley. The pushbuttons will act as inputs to the PLC. All control wiring will be pulled from the existing manual panel to the PLC cabinet. A key switch will be added to the PLC cabinet to allow disabling of the pushbuttons when in SSL mode. Wiring will also need to be pulled from the compressor room to the PLC cabinet in order to turn on the compressor when in SSL mode.
3. The approximate I/O count is as follows:

- i. Outputs:
 - Spout up / down
 - Valve open (/close?)
 - Aeration on
 - DC Start (/stop?)
 - Tambour Doors Open / closed
 - Compressor Start / stop
 - Traffic light (red / green)
 - ii. Inputs:
 - 8 buttons from panel
 - Pressure OK
 - Manual/SSL
 - Optional: Photo sensor on scale (needs to be added) to prevent closing doors.
 - Is compressor run state available?
 - Spout up
 - Spout slack
 - Possible: Analog silo measurement device from the loading shack
4. Both upper and lower (slack cable) limits must be available on the spout in the alley prior to SSL system commissioning.
 5. A traffic light to be mounted at the alley entrance has been included in the quote in order to support scale zeroing. In many areas there is a DOT requirement that truck drivers using an unattended loading system be able to determine that the scale is zeroed before entering the loading alley. While this can be accomplished with an outside scale repeater, the SSL system can control a traffic light at the alley entrance to indicate whether the scale is at center zero. If not the system can zero the scale if it is off zero by a small (configurable) amount.
 6. The price quotation includes the provision of color IP cameras in environmental enclosures to monitor the spout, kiosk area, and safety stands. All cameras supplied by Process Solutions will utilize POE (Power Over Ethernet) and therefore can be wired to the kiosk termination cabinet or POE marshalling box with a single cable and one conduit. In order to record the various video feeds, a dedicated video collection computer and camera recording software from Axis Communications is also quoted.
 7. We recommend that emergency gates be in place either above the spouts or in the air slides, in the event of silo valve failure.
 8. Bills of Lading generated by the SSL system will utilize a ticket sequence using the convention already established for other Continental SSL sites.
 9. Continental's standard 8 1/2"x11" large format Bill of Lading will be used. Bills of Lading will be printed on a laser printer located adjacent to the SSL kiosk. Process Solutions has included the printer and weatherproof enclosure as optional items in the quote.
 10. The desktop computer(s) hosting the *Self-Service Administration, Loading Management* (for operator loading), and *Order Management* (connected via Citrix to the central environment) applications will be supplied by Continental / F.J. Robers Company.

4.2. Proposed Scope of Supply: Process Solutions

The *Self Service Loading* (SSL) solution for the La Crosse terminal's truck load out will include the following components, to be supplied by Process Solutions:

1. One (1) Self Service Loading Kiosk

- Each kiosk supplied with 100 RFID cards (keyed to Continental security code). Additional cards may be ordered if required.
- The kiosk is typically installed at scale level convenient to the driver side of the truck.
- The kiosk assembly requires a separate 120VAC 5 amp electrical circuit and must be properly grounded to protect against lightning damage.
- Each kiosk includes an internal cooling system. It is recommended that a small block or “bus shelter” style building be constructed to house each kiosk, or at least that an awning be installed above each kiosk to protect against direct exposure to sunlight, rain/snow, and dust.
- Also included in the cost of a self-service kiosk are a number of utilities and other components used to manage the kiosk operation. These include:
 - *Storage Manager* – for hard drive management, used to delete and/or archive files and folders.
 - *Hardware Monitor* – monitors kiosk ambient temperature, triggers alerts and can initiate cooling or shut down computer to prevent damage.

2. One (1) “Button Pusher” style PLC assembly

- Interfaces to the SSL system and provides the necessary I/O to control the loading equipment: Lower spout, open airslide (silo aeration), start dust collector, open slide gate.

3. Loading Point Video

- One (1) Loading Point Video Package, consists of the following:
 - One (1) IP camera in environmental enclosure for spout placement.
 - One (1) Power Over Ethernet (PoE) marshalling box to power the camera.

4. Network Security Package

- The Network Security package consists of a hardware firewall that is configured for continuing remote support of the kiosk computers to handle anti-virus and security patches. Self-Service Loading and Portal kiosks must be set up on a process network which is firewalled from the ‘business’ LAN, as all anti-virus protection and security patch updating for kiosk computers must be managed by Process Solutions to ensure compatibility with kiosk components.

5. Additional Hardware Components

- One (1) Silo Tambour Door RFID Card Reader Assembly
 - To be mounted at the inbound safety stand in order to open the silo door.
 - Includes reader mounted in an enclosure, with power cable and serial-to-ethernet converter
- One (1) traffic light, mounted at the alley entrance to indicate alley availability and readiness.
- One (1) laser printer (with or without enclosure), to be located in a climate controlled room adjacent to the SSL kiosk in order to print the BOL. Note that an environmental enclosure for the printer is required if the kiosk will be located directly in the alley.
- Miscellaneous hardware allowance, for additional small components.

6. Licensed Software Applications

- One (1) *Loading Management* bundled assembly loading point license with full process control.

7. Self-Serve Administration Application

- The *Self-Serve Administration (SSA)* software application provides the means of assigning RFID cards, vehicle set up and management, and setting process-related system configurations such as product assignment to silos, loading control setbacks and flow control parameters. SSA is included with the price of the SSL kiosk system, but may be installed on one or more separate computers (supplied and supported by Continental / F.J. Roberts Company), because it requires mouse and keyboard operation.

8. Replication Utility

- Utility used to synchronize local and central CDM databases.
- Site license (included with Self-Service Loading).
- Installed on computer embedded in kiosk system.

9. Continental Standard Software Components

- The Continental bills of lading are formatted using custom report files created by Process Solutions using Crystal Reports™. The report files also reference custom database queries developed by Process Solutions and stored in the local CDM database.
- Note: There is no charge for use of these custom components at Continental sites.

10. Project Management Services

- **Project Management**
 - Development of a Statement of Work and Project Implementation Checklist.
 - Documentation of Bill of Materials and site preparation requirements, including wiring diagram and schedule, and PLC I/O list. We will also provide panel layout and interconnection wiring diagrams for Process Solutions supplied equipment. All Process Solutions supplied drawings will be updated to AS BUILT at completion of the project.
 - Ongoing status reviews and co-ordination.
 - Project Closure with an acceptance 'punch list'.
- **Pre-installation Consulting**
 - Provision of relevant specifications for site preparation.
- **CDM database scripts and remote support**
 - Provision of database scripts and go-live support for La Crosse SSL and Loading Management addition in the local CDM database.

11. System Commissioning

- **SSL System Commissioning**
 - Airfare, travel time, expenses, and on site management of the installation including commissioning, end-to-end testing, and user training.

- Terminal Automation Commissioning
 - Assumes that the “Button Pusher” PLC commissioning will occur on a weekend immediately prior to SSL commissioning.
 - Expenses, and on site management of the installation including commissioning and end-to-end testing.
- 6 month Warranty
 - A six (6) month warranty is provided for all components. This service includes 24 hour help desk support for all issues involving the upgraded system in the first 60 days. The warranty on all hardware is Return-to-factory. Warranty commences at the earlier of: a) First commercial use or b) Final acceptance.

The Self Service Loading (SSL) solution for the La Crosse terminal’s truck load out also includes the following **optional** components, to be supplied by Process Solutions:

- One (1) weatherproof enclosure for BOL Printer
 - Needed in the event that the kiosk is not located in an environmentally controlled room.
- Site Video Components
 - One (1) Axis IP camera, for monitoring the kiosk area (can be supplied with or without weatherproof enclosure)
 - One (1) Power Over Ethernet (PoE) switch upgrade in the kiosk termination cabinet, to power the kiosk area camera.
 - One (1) Spout Positioning monitor in environmental enclosure, to assist the driver in positioning the truck hatch under the spout in the alley.
 - Two (2) additional IP cameras in environmental enclosures and two (2) Power Over Ethernet (PoE) marshalling boxes, for the monitoring of the inbound and outbound safety stands.
 - One (1) dedicated Video Collection computer, with Axis Camera Station software:
 - Application used to capture and display video from multiple cameras and store in compressed format as AVI files.
 - Up to 4 camera licenses included.
 - Provides flexible programming with respect to frame rate of video capture and use of ‘triggers’ to initiate recording or to modify frame rate.

4.3. Continental / F.J. Robers Company Responsibilities

The items noted in this section are normally within the scope of an SSL project, but are NOT within the scope of supply for Process Solutions. Therefore, they must be handled by Continental / F.J. Robers Company management.

1. Overall project management, including selection and management of vendors for supply of electrical, communications and scale services.
2. Timely review and approval of functional specifications and prototypes for any custom software components.
3. Required business decisions.
4. Supply of critical reference information and documentation, such as drawing(s) of site layout and existing wiring.

5. Supply and installation (directly or through contractors) for:
 - All required conduit and wiring.
 - Required infrastructure modifications as discussed previously.
 - Mounting of hardware assemblies supplied by Process Solutions as required.
 - Provision of Ethernet connectivity to all cameras, PLCs, kiosks and PCs.
6. Provision of electrician for termination & commissioning support.
7. Provision of scale vendor for commissioning support (if necessary).
8. Provision of test trucks or other means of performing effective end-to-end testing during commissioning.
9. Site must have the following items completed before the installer arrives on-site:
 - All hardware assemblies mounted with all required conduit and wiring pulled to the cabinets.
 - Wiring completed for all field devices.
 - Infrastructure upgrades completed and operating in a manual mode.

4.4. Project Scheduling and Management

1. On receipt and review of this Statement of Work and price quotation, Continental / F.J. Robers Company will determine acceptance and finalize expected scope of supply. A purchase order will be issued to Process Solutions when the project has received all requisite approvals.
2. Standard Process Solutions lead time from receipt of purchase order to commissioning of a Self-Service Loading system is 8 to 10 weeks, when no custom loading automation is required.
3. Within one week of receipt of purchase order, Process Solutions will prepare an initial Project Implementation Checklist, showing key tasks and milestone dates. This will be used as the basis for planning, scheduling and status reporting throughout the project.
4. Payment terms and conditions will be consistent with Process Solutions' standard as specified in the quotation provided below.

5. La Crosse Self Service Loading (SSL) Budgetary Price Quotation

5.1. Fixed Price Components

Project Element	Price
1. Bundled SSL Hardware/Software <ul style="list-style-type: none"> - One (1) Self-Service Loading kiosk <ul style="list-style-type: none"> o Includes software license fees for the <i>Self-Service Loading</i>, and <i>Self-Service Administration</i> applications o Includes Network Security Package o Kiosk cooling package included 	US\$ 37,920
2. Terminal Automation Hardware <ul style="list-style-type: none"> - One (1) "Button Pusher" PLC Assembly Hardware and Programming <ul style="list-style-type: none"> o Provides the process interface between the SSL system and the manual loading panel, and provides the necessary I/O to control the loading equipment 	\$US 18,000
3. Licensed Software Applications <ul style="list-style-type: none"> - One (1) Loading Management Full Process Control License (Bundled Assembly Point) 	\$US 2,300
4. Continental Standard Software Applications and Reports <ul style="list-style-type: none"> - Continental format bill of lading template - CDM standard reports 	included included
5. Loading Point Video Components <ul style="list-style-type: none"> - One (1) Loading Point Video Package, consists of the following: <ul style="list-style-type: none"> o One (1) IP camera in environmental enclosure for spout placement o One (1) Power Over Ethernet (PoE) marshalling box to power the spout camera 	US\$ 2,070
6. Additional Hardware Components <ul style="list-style-type: none"> - One (1) Laser Printer (without enclosure) <ul style="list-style-type: none"> o For printing the BOL - One (1) Silo Tambour Door RFID Card Reader Assembly <ul style="list-style-type: none"> o To be mounted at the inbound safety stand in order to open the silo door o Includes reader mounted in an enclosure, with power cable and serial-to-ethernet converter - One (1) traffic light - Misc. Small Parts Allowance 	US\$ 710 US\$ 1,600 US\$ 780 US\$ 400
Additional Hardware Sub-Total	Sub-total \$US 3,490
Fixed Price Components TOTAL	US\$ 63,780

5.2. Optional Fixed Price Components

Project Element	Price
1. Site Video Components <ul style="list-style-type: none"> - One (1) Axis IP camera (with or without weatherproof enclosure) <ul style="list-style-type: none"> o For monitoring the kiosk area - One (1) Power Over Ethernet (PoE) switch upgrade in the kiosk termination cabinet <ul style="list-style-type: none"> o To power the kiosk area camera - One (1) Spout Positioning monitor in environmental enclosure <ul style="list-style-type: none"> o To assist the driver in positioning the truck hatch under the spout - Two (2) Axis IP cameras (with weatherproof enclosure) <ul style="list-style-type: none"> o For safety stand monitoring - Two (2) Power Over Ethernet (PoE) marshalling boxes <ul style="list-style-type: none"> o To power the safety stand cameras - One (1) dedicated Video Collection computer, c/w up to 4 Axis Camera Station licenses 	<p style="text-align: right;">US\$ 1,251</p> <p style="text-align: right;">US\$ 410</p> <p style="text-align: right;">US\$ 4,116</p> <p style="text-align: right;">US\$ 2,502</p> <p style="text-align: right;">US\$ 1,600</p> <p style="text-align: right;">US\$ 2,000</p>
Site Video Components Sub-Total	Sub-total ^{US\$} 11,879
2. Additional Hardware <ul style="list-style-type: none"> - One (1) weatherproof enclosure for BOL Printer 	<p style="text-align: right;">US\$ 3,190</p>
Optional Fixed Price Components TOTAL	US\$ 15,069

5.3. Time and Materials Components

Project Element	Price
1. Professional Services <ul style="list-style-type: none"> - Project Management (18-24 hours) <ul style="list-style-type: none"> o Preparation and maintenance of project plan and schedule o Status reporting, client communication and co-ordination - Pre-installation consulting (20-24 hours) - SSL Addition to La Crosse site in Local CDM Database (8 hours) <ul style="list-style-type: none"> o Provision of database scripts and remote support <p>Estimated total: 46 - 56 hours @ ^{US\$} 150/hr</p>	<p style="text-align: right;">US\$ 8,400 (based on 56 hours)</p>
2. Terminal Automation Commissioning <ul style="list-style-type: none"> - Hotel, auto rental, meals for 2.5 person days (^{US\$} 425/ day) - On-site PLC Commissioning (22 hours @ ^{US\$} 150/hr.) 	<p style="text-align: right;">US\$ 1,063 (based on 2.5 days)</p> <p style="text-align: right;">US\$ 3,300 (based on 22 hours)</p>
Terminal Automation Commissioning Sub-Total	Sub-total ^{US\$} 4,363
3. SSL System Commissioning <ul style="list-style-type: none"> - One (1) return airfare @ ^{US\$} 1,200 per trip - Travel (16 hours @ ^{US\$} 95/hr) - Hotel, auto rental, meals for 5.5 person days (^{US\$} 425/ day) - On-site SSL Commissioning (50 hours @ ^{US\$} 150/hr) 	<p style="text-align: right;">US\$ 1,200</p> <p style="text-align: right;">US\$ 1,520</p> <p style="text-align: right;">US\$ 2,338 (based on 5.5 days)</p> <p style="text-align: right;">US\$ 7,500 (based on 50 hours)</p>
SSL System Commissioning Sub-Total	Sub-total ^{US\$} 12,558

4. Shipping	
- Shipping Allowance	US\$ 1,000
Time and Materials Components TOTAL	US\$ 26,321

* The amounts quoted for Time and Materials components are estimates only. Continental Cement Company / F.J. Robers Company will be notified at the earliest possible opportunity should the actual incurred costs exceed these estimates.

5.4. Project Summary

Project Element	Price
La Crosse Self Service Loading	
- Fixed Price Components	US\$ 63,780
o Bundled SSL Hardware/Software	
o Terminal Automation Hardware	
o Licensed Software Applications	
o Continental Standard Software Applications and Reports	
o Loading Point Video Components	
o Additional Hardware Components	
- Optional Fixed Price Components	US\$ 15,069
o Site Video Components	
o Additional Hardware	
- Time and Materials Components	US\$ 26,321
o Professional Services	
o Terminal Automation Commissioning	
o SSL System Commissioning	
o Shipping Allowance	
Project Estimated TOTAL (including optional components, not including applicable taxes)	US\$ 105,170

Payment Terms and Conditions

- 40% of contract price will be invoiced on receipt of purchase order.
- 40% will be invoiced on shipment of hardware to customer site.
- Balance, adjusted for variation in Time and Materials component of contract following system acceptance (usually 30 days after completion of on-site commissioning).
- All payments are net 30 Days from receipt of invoice.
- Continental Cement Company / F.J. Robers Company is responsible for payment and submission of all taxes.
- This quotation is valid for 90 days from the date hereon. Following issuance of the PO, the system can be scheduled for delivery anytime within the following 9 months subject to a 12-16 week lead time for equipment manufacture.
- To avoid issues with Immigration for our technicians, the Purchase Order must have this specific wording:

This Purchase Order references Process Solutions Canada Limited quote Self Service Loading System for the La Crosse Terminal, dated January 2019.

La Crosse SSL System Commissioning – on-site installation, commissioning and user training. Estimated time on site is 7 days (US\$10,800).

Hardware & Software Warranty

- A 6 month warranty is provided for all SSL components. This service includes 24 hour help desk support for all loading issues involving the automated system in the first 60 days. The warranty on all hardware is Return-to-Factory. Warranty commences at the earlier of: a) First commercial use or b) Final Acceptance.

Expenses

- Expenses will be billed at par, supported by receipts where applicable.



January 28, 2020
Quote Number 2020-20589

F.J. Robers Co., Inc.
816 Brainbridge St.
La Crosse, WI 54603

Attention: Dale Rundahl

Dear Dale,

We are pleased to quote the following equipment:

Superior 36" X 125' Power Stacker Conveyor
SN# 1486908

Equipment As Follows:

Conveyor Frame

- Main frame-36" deep truss
- Chord angles-4" x 3" x 1/4"
- Lattice members-1 3/4" x 1 3/4" x 3/16"
- Extra chord angle-Full length, from tail end to head end undercarriage pinning point

Drive specifications

- Drive-Class I single wrap
- Gear reducer-Dodge shaft mount
- Backstop-installed in reducer
- Motor-50 HP 1800 RPM TEFC
- V-belt drive-with drive guard
- Capacity-850 STPH of 100 PCF material, 25 degree surcharge (90% fines, 10% spherical lumps 4" minus)
- Belt speed-400 fpm

Superior pulleys, crown faced

- Drive pulley-24" diameter, 3/8" herringbone lagged drum
- Tail pulley-16" diameter, MD Chevron® pulley
- Snub pulley-20" diameter, Chevron® pulley



- **Head pulley**-18" diameter, plain steel drum
- **Shafts**-Turned and polished
- **Bearings**-Dodge
- **Take ups**-Screw type

Portability

- **Conveyor splice**-hydraulic top folding head and tail
- **Undercarriage**-Hydraulic raise, with 7.5 hp electric pumping unit
- **Axle type**-Superior's Patented FD40 Series Axle
- **Transport axle**-Eight 11R-22.5 tires on walking beam
- **Radial axle**-Four 385/65R-22.5 tires mounted on hydraulic outriggers.
- **Comp. Linkage**-Not included
- **Radial travel**-(4) 2 hp planetary drive (4-wd)
- **Fifth wheel**-for road travel, bolt on design
- **Anchor pivot**-maintains tail end during radial travel
- **Brakes**-included with FD axle
- **Lights**-brake and directional signals
- **Mud flaps**-included with FD axle
- **Landing gear**-fold down, hand-crank
- **Towing eye**-Pintle type hitch

Conveyor Components

- **Belting** -3 ply 3/16 x 1/16 330 PIW
- **Belt splice** -Flexco mechanical steel fasteners
- **Belt retainer**-retains belt when folding conveyor
- **Scraper**-Superior Exterra® Primary Belt Scraper
- **Return cleaner**-Superior V-Plow UHMW blade
- **Superior Idlers**-CEMA C, 5" dia. rolls, sealed for life ball bearings
- **Load area**-20° trough, 16" spacing
- **Trough**-35° on 4' spacing
- **Returns**-steel cans, on 10' spacing
- **Radial hopper**-sloped, 5' long, bolt on design
- **Gathering trough** -5' long with adjustable rubber flashing

Additional Specifications

- **Guarding**-for drive and tail pulleys, v-belt drive and return idlers. Guards may not meet all local codes; customer is responsible to have guarding inspected.
- **Power Supply**-480 v / 3 ph / 60 hz
- **Cord holders**-(1) set bent pipe type



- **Electrical**-Electrical panel wired to on board motors
- **Paint**-1 coat primer, 1 coat finish enamel Superior Beige/Yellow guards
- **Idler Paint**-powder coated Superior Orange
- **Patents**-unit includes patents
- **Owner's Manual**-(1) copy included for operation, maintenance, and parts

On-Site Start-up, Training and Warranty Commissioning

- RB Scott will supply a field service technician to complete startup





Price: \$161,850.00

F.O.B. Shipping Point: Eau Claire, WI; Freight Prepaid & Add

Terms: 20% Down, Balance Due Prior to Shipment

Factory warranty applies, please see attached.

Delivery: Stock

We appreciate the opportunity to quote on this equipment. Please contact me if you have any questions.

Sincerely,

Scott Mickelson
District Manager
scott@rbscott.com
715-456-7288

Order 2020-20589 accepted and approved on _____ (Date).

John Mickelson
RB Scott Company, Inc.

F.J. Robers Co., Inc.



SUPERIOR INDUSTRIES, INC (d/b/a Superior Equipment and as Superior Components)

TERMS AND CONDITIONS

- 1) **OFFER AND ACCEPTANCE.** Superior Industries, Inc's ("Seller") acceptance of Buyer's order to purchase products is expressly made conditional on assent to these Terms and Conditions, which along with the Sales Order constitute a binding "Contract" between the parties. This Contract constitutes the complete and final agreement between Seller and Buyer for the products. Any additional or different terms or conditions contained in any document furnished by Buyer, including but not limited to, any purchase order or any acknowledgment, are deemed to be material and are hereby objected to and rejected by Seller. If such agreement shall be deemed an offer or counter-offer by Buyer, Seller expressly rejects such offer or counter-offer and limits acceptance to these Contract terms and expressly objects to any different or additional terms proposed by Buyer. Any actual performance by Buyer or Seller thereafter shall be deemed a renewal of the offer contained in this Contract and acceptance of this Contract without change. In the event of a conflict between the terms of this Contract and the terms of any other document, the terms of this Contract shall control. This offer to purchase Seller's products is valid for thirty (30) days from the date of the Sales Order.
- 2) **PAYMENT TERMS.** All prices specified in this Contract are FOB Seller's designated location, which constitutes delivery. All risk of damage to or loss of the products from any cause whatsoever shall pass to Buyer upon delivery, even if Seller arranges for shipment of the product. Unless otherwise expressly provided on the reverse hereof, payment shall be made within thirty (30) days from the earlier of the date of delivery or the date of an invoice, without discount. Any discount which may be expressly provided on the reverse hereof applies to the sale price of the products at the shipping point, and does not apply to any charges made for taxes, storage, loading or transportation. All payments shall be made in United States dollars. Interest will be charged at the rate of eighteen percent (18%) per annum, or the maximum interest rate allowable by applicable law, whichever is lower, on all unpaid invoices. Buyer shall pay all taxes and charges of any nature imposed by any federal, state, or local governmental authority by reason of the sale or delivery of the products whether levied or assessed against Seller, Buyer, or the products. Such applicable taxes or charges, if not included in this Contract, shall be invoiced separately. If, in Seller's opinion, reasonable doubt exists as to Buyer's financial condition, Seller may, at any time and without prejudice to any other remedies, suspend or terminate performance of any order, decline to ship, stop any material in transit, or require full or partial payment by Seller in advance.
- 3) **DELIVERY.** Any delivery or promise date indicated on the Sales Order is an estimate of the date Seller believes the products will be available for delivery, provided, however, Seller shall not be responsible for any delays in delivery.
- 4) **WARRANTY.**
 - a) **New Product(s) Limited Warranty; Exclusion of Third Party Components.** Subject to the terms, conditions and limitations contained herein, Seller warrants only to the original Buyer that Seller's new product(s) (i.e., capital equipment; Superior manufactured components i.e., idlers; pulleys) (a) will not fail to operate in accordance with the product(s)' respective specifications due to defects in material or workmanship during the period length of two (2) years from the warranty start date defined in this paragraph, normal wear and tear excluded, and (b) will not incur a failure of the product(s)' respective structural members (i.e., truss; portable chassis) due to defects in material or workmanship at any time during the period length of five (5) years from the warranty start date, normal wear and tear excluded. Warranty period starts upon registration at time of startup or one (1) year from date of shipment, whichever occurs first; if warranty is not registered, warranty period will start from date of shipment. The foregoing periods are sometimes referred to as "original warranty periods." The foregoing limited warranty does not apply to any part, portion or component of any product which is manufactured by a third-party ("Third-Party Component").
 - b) **Aftermarket Part(s) Limited Warranty; Exclusion of Third Party Components.** Subject to the terms, conditions and limitations contained herein, Seller warrants only to the original Buyer that Seller's manufactured part(s) (i.e., mainframe, axle, undercarriage) will not fail to operate in accordance with the Aftermarket Part(s)' specifications due to defects in material or workmanship during the period length of one (1) year, normal wear and tear excluded. Warranty period starts from date of shipment. The foregoing periods are sometimes referred to as "original warranty periods." The foregoing limited warranty does not apply to any part, portion or component of any product which is manufactured by a third-party ("Third-Party Component").
 - c) **DISCLAIMER OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY.** THE LIMITED WARRANTY SET FORTH IN THE FOREGOING PARAGRAPH IS THE SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCTS. SELLER MAKES NO OTHER EXPRESS WARRANTY OF ANY KIND OR NATURE AS TO THE PRODUCTS OR THEIR PERFORMANCE EXCEPT FOR THOSE LIMITED WARRANTIES EXPRESSLY SET FORTH IN THE FOREGOING PARAGRAPH AND SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE CONCERNING THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY THAT THE PRODUCTS COMPLY WITH ANY LAW, RULE OR REGULATION. SELLER MAKES NO WARRANTIES WITH RESPECT TO ANY THIRD PARTY COMPONENT AND SELLER SPECIFICALLY SELLS SUCH THIRD-PARTY COMPONENTS "AS IS" WITHOUT ANY WARRANTY. FURTHER, SELLER MAKES NO IMPLIED WARRANTY OF ANY KIND OR NATURE WITH RESPECT TO ITS PRODUCTS OR ANY THIRD-PARTY COMPONENT AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COMPLIANCE WITH ANY FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION. IN ADDITION, SELLER EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT ALLOWED BY LAW, RULE OR REGULATION ANY WARRANTY PROVIDED UNDER ANY FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION.
 - d) **Terms and Conditions of Warranty; Voiding of Warranty; Notice Requirements.** The limited warranties set forth above shall be null and void if (a) any alterations or modifications are made to a product, (b) a product is not maintained in strict compliance with the maintenance requirements set forth in the maintenance manual for such product or otherwise provided to

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Rev. 01/2016



Buyer of such product, (c) any repairs are made to a product which are not authorized by Seller in writing, (d) any failure of a product to comply with the above limited warranty is not reported to Seller in writing within thirty (30) days of the date such failure first occurs, (e) a product is operated after the failure of any warranty first occurs, (f) a product is used for any purpose other than for the purpose for which it was manufactured, (g) a product is not operated in strict compliance with the terms and conditions set forth in any operating manual for the product (including but not limited to exceeding the load bearing capacity of the product), (h) a product is abused or damaged, (i) Buyer fails to deliver the product to Seller for inspection and testing if requested by Seller or Buyer disposes of the product or any part or component on or before the sixtieth (60th) day after sending a written claim under the warranty to Seller, or (j) such failure of the limited warranty results from a failure of any Third-Party Component.

- e) **Course of Dealing; Course of Performance; Usage of Trade.** No course of dealing or course of performance of Seller with respect to the products sold under this Contract or with respect to any of its products to whomsoever sold and no usage of trade shall be considered in interpreting this Contract or any part thereof and none of the foregoing shall be considered a waiver or modification of any such terms, conditions, disclaimers or limitation of the limited warranties or disclaimers contained in this Contract. No statement, whether written or oral, made by any employee, sales person, distributor, agent or contractor of Seller which is not set forth in this Contract shall be considered a representation or warranty with respect to any product, its specifications or its performance and all such statements are hereby disclaimed.
- f) **Exclusive Remedies for Breach of Warranty.** The sole and exclusive remedy for any failure of any product to comply with the limited warranty set forth above or any other warranty imposed upon Seller by law, if any, shall, at the election of Seller, in its sole discretion, be either (a) the repair or replacement of the product or component which failed to comply with such warranty or (b) the refund of the purchase price of the product. Except as provided below, any repair or replacement shall carry the same warranty as the original product but only for the remainder of the original warranty period. Buyer's exclusive remedy with respect to any claim arising out of or as a result of Third-Party Component shall be against the third-party manufacturer.
- g) **Warranty Claims; Notice Requirement; Limited Time to Bring Claims.** Any and all claims under the above limited warranty shall be made to Seller only in writing and not later than thirty (30) days after the date the product first fails to comply with the above limited warranty but in no event later than the expiration of the original warranty period with respect to which the claim is being made. Any claim under the above limited warranty made after such period for making a claim shall be null and void. After receiving written notice of the warranty claim, Seller shall determine whether to (a) repair or replace the product or part or (b) refund the purchase price of the product. Seller may require Buyer to return any product or component part thereof which Buyer claims to be defective to Seller at Buyer's cost for inspection as a condition to any claim under the above limited warranty. No product or part may be returned to Seller without Seller's prior written authorization. If a product which is returned is determined by Seller in its sole discretion not to have failed to comply with the limited warranty, Buyer shall pay costs of removal, repair and/or replacement for such product. If a product which is returned is determined by Seller in its sole discretion to have failed to comply with the limited warranty, Seller shall pay for all repair and/or replacement costs for such product (or refund the purchase price if so elected by Seller) and Seller shall reimburse Buyer for the reasonable costs of shipping the product or component to Seller.
- h) **Limitation on Liability for Breach of Warranty and Other Claims.** If the warranty and the remedy for any failure of any product to comply with any warranty are deemed for any reason to fail their intended purpose, Seller's liability for any failure of any product to comply with any such warranty, together with any and all other liability, if any, arising out of or in connection with such product, including, but not limited to, all claims, whether in contract, tort, or otherwise, arising out of, connected with, or resulting from the manufacture, sale, delivery, resale, repair, replacement, or use of the product, shall not exceed the purchase price for such product. In no event shall Seller be responsible or liable to Buyer or any third party under any circumstances for any indirect, consequential, special, punitive or exemplary, damages or losses, including, but not limited to, damages for loss of profits, goodwill, use of the product or any other equipment or other intangible losses which may be incurred in connection with the product regardless of the type of claim or the nature of the cause of action, even if Seller has been advised of the possibility of such damage or loss. Any and all claims that Buyer has against Seller, whether or not Buyer is aware of such claims, must be brought by Buyer within thirty (30) days after the date that such claim first arose, but in any event within the applicable warranty period set forth above. Any claim not brought by Buyer within the applicable thirty (30) day period shall be deemed null and void.
- 5) **INDEMNIFICATION.** Buyer will indemnify and hold harmless Seller, its affiliates and their respective officers, directors, employees, agents and other representatives and defend any action brought against same with respect to any claims, judgments, actions, suits, demands, damages, liabilities, costs or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) associated with or arising from the ownership, use or operation of the products by Buyer or any third party, including without limitation, product liability, an international, federal or state occupational safety and health statute, or any other governmental regulations or laws.
- 6) **TERMINATION OF PERFORMANCE.** Buyer may cancel its order only with the written consent of Seller and upon terms that will indemnify Seller from any loss, damage and expense arising from such cancellation. Seller may terminate this Contract pursuant to Sections 2 and/or 11 hereof, and in such event, Seller shall have no further liability to produce or ship any products hereunder and shall have no liability for damages to Buyer or any third party.
- 7) **TECHNICAL ADVICE.** No obligation or liability shall arise out of Seller's rendering of technical advice in connection with Buyer's order of products. Any technical advice furnished, or recommendation made by Seller or any employee or representative of Seller, concerning any use or application of any products or parts furnished under this Contract is believed to be reliable, but Seller makes no warranty, express or implied, of results to be obtained. Buyer assumes all responsibility for loss or damage resulting from the handling or use of any such products or parts in accordance with such technical advice or recommendation. The selection of the products ordered, or design of any custom products, shall be Buyer's sole and ultimate responsibility, and Seller shall have no



liability whatsoever for any design defects of custom products, or if the products ordered are unsuitable for Buyer's intended use. Any advice or assistance provided by Seller to Buyer in connection with Buyer's selection or design of the products is at Buyer's risk, and Seller makes no representation or warranty whatsoever in connection with such advice or assistance.

- 8) **ASSIGNMENT.** Buyer shall not assign its rights or obligations under this Contract without the prior written consent of Seller, which consent may be withheld for any reason in the sole discretion of Seller. Any attempt at such assignment by Buyer without the prior written consent of Seller shall be deemed null and void. This Contract will be binding upon the parties hereto, and their successors and permitted assigns.
- 9) **SECURITY INTEREST OF SELLER.** Title to the products will not pass to Buyer until all required payments have been made to Seller. Until the purchase price and all other applicable costs and expenses are paid in full, Seller reserves a purchase money security interest in the products and the proceeds therefrom, and Seller thereby possesses the rights of a secured party under the Uniform Commercial Code. Upon Seller's request, Buyer shall execute all necessary financing statements and other documents evidencing this security interest with the appropriate state and local authorities. Seller is entitled to and is hereby granted reasonable access to Buyer's locations as necessary to exercise its remedies as a secured party.
- 10) **GOVERNING LAW.** This Contract shall be construed, interpreted, and governed by the laws of the State of Minnesota without regard to its conflict of laws principles. The exclusive forum for any disputes arising out of or relating to this Contract shall be any federal or state court sitting in the State of Minnesota. The parties irrevocably consent to such exclusive jurisdiction in such courts and to the proper venue therein.
- 11) **FORCE MAJEURE.** Seller does not assume the risk of and shall not be liable for failure to perform any obligation relating to the products caused by civil insurrection, war, fire, strike, labor stoppages or other labor disturbances, acts of God, acts or omissions of Buyer, acts or omissions of the United States Government, floods, epidemics, freight embargoes, shortages of fuel, energy or materials, failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries, or any other cause beyond the reasonable commercial control of Seller.
- 12) **NOTICES.** Any notices, consents or other communications required or permitted under this Contract must be in writing and delivered personally, overnight air courier, registered or certified mail or facsimile. Unless otherwise stated in this Contract, notices, consents or other communication will be deemed received (a) on the date delivered, if delivered personally or by facsimile transmission; (b) on the next business day if sent via overnight air courier; or (c) three (3) business days after being sent, if sent by registered or certified mail.
- 13) **SEVERABILITY; WAIVER.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. The Section headings included herein are for the convenience of the parties only and in no way alter, modify, amend, limit or restrict the contractual obligations of the parties.
- 14) **NO THIRD-PARTY BENEFICIARIES; SETOFF.** Nothing in this Contract is intended to, or shall, create any third-party beneficiaries, whether intended or incidental, and neither party shall make any representations to the contrary. Seller shall have the right to deduct from any sums it owes to Buyer, any sums or the value of any obligation owed by Buyer to Seller.
- 15) **ENTIRE AGREEMENT.** The terms set forth herein constitute the sole terms and conditions of the Contract between Buyer and Seller. Notwithstanding the foregoing or any other term of this Contract, to the extent this Contract conflicts with the terms or conditions of any written distributor agreement between the parties, the written distributor agreement shall control. No other warranty, term, condition or understanding, whether oral or written shall be binding upon Seller, unless hereafter expressed in writing, approved and signed by Seller.
- 16) **SURVIVAL.** The provisions of Sections 3, 4, 5, and 7 through 16 shall survive the termination and performance of this Contract.