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1. **Scope of Service.** (a) Contractor shall provide to County preventative maintenance and monthly building load testing for generators at various county locations utilizing Sourcewell Contract# 120617-CMM ("Services,") as described in the Planned Maintenance Agreement Terms and Conditions, attached hereto as Exhibit A and incorporated by reference.

(b) Any Services to be performed by Contractor for County must be scheduled at least two weeks in advance with the County's Facilities Maintenance Department. In order to schedule any Services, the County's Facilities Maintenance Department may be contacted between the hours of 8:00 a.m. and 5:00 p.m., excluding County holidays or other County closures, at (281) 238-3565.
2. **Term.** The term of the Agreement shall be for three (3) years, beginning upon execution by County and terminating no later than September 30, 2025, unless terminated sooner by written agreement or 30 days written notice to the other party. This Agreement shall not automatically renew after the three (3) year term, but may be renewed upon written agreement of the parties.

Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

3. **Maximum Compensation.** Contractor's rates shall be calculated at the rates set forth in the attached Exhibit A, The total maximum compensation cost for the performance of Services for a 3 year term, as described in Exhibit A, is four hundred seven thousand, seven hundred thirty-five dollars and 64/100 dollars (\$407,735.64). In no case shall the amount paid by County under the Agreement or this Addendum exceed the total maximum compensation without an approved change order.
4. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
5. **Insurance.** Prior to commencement of Service, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services.
 - A. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - i. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - ii. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - iii. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - iv. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
 - B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
 - C. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.

- D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
 - E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
 - F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.
6. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
7. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
8. **Confidential Information.** Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
9. **Performance Warranty.** Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
10. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Contractor or any other party for any reason are hereby deleted. Contractor shall Indemnify and defend county against all third party losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from damage to persons, including bodily injury, disease, or death or to tangible property to the extent caused by the negligent or intentional act, error or omission of Contractor or its agents, servants or employees.
11. **Limitations of Liability.** Except for (I) Third Party Claims that are the subject of Indemnification and (II) Damages to the extent caused by Contractor's Gross Negligence or Willful Misconduct, in No Event shall the total and cumulative liability of Contractor under this Agreement for any claim or claims hereunder between the parties exceed Two Million Dollars (\$2,000,000.00). To the Maximum Extent Permitted By Law, Neither Party shall be liable hereunder for Consequential, Incidental or Special Damages, including without limitation, any lost opportunity damages or lost profits, or savings, loss of use, loss of data, or downtime, even if it has been advised of their possible existence.

12. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
13. **Certain State Law and County Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
- A. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code. By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - B. Texas Government Code §2252.152 Acknowledgment. By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
14. **Intellectual Property.** This Agreement is for planned maintenance services on County generators. The parties do not anticipate that any intellectual property rights will be created under the Scope of Services of this Agreement; therefore, the parties agree that any reference to intellectual property rights shall be hereby deleted.
15. **Human Trafficking.** By signature below, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County Funds will be used in support of services or activities that violate human trafficking laws.
16. **Conflict.** In the event there is a conflict between this Addendum and Exhibit A, this Addendum controls to the extent of the conflict.
17. **Understanding, Fair Construction.** By execution of this Addendum, the Parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

{EXECUTION PAGE FOLLOWS}

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IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all Parties by and through the Parties or their agents or authorized representatives. All Parties hereby acknowledge that they have read and understood this Addendum and the exhibits hereto. All Parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

CUMMINS INC.

KP George

Marty Delmas
Authorized Agent – Signature

Date

Marty Delmas
Authorized Agent- Printed Name

ATTEST:

Sales Manager
Title

Laura Richard

January 23rd, 2023
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A: Planned Maintenance Agreement Terms and Conditions

EXHIBIT A



8/30/2022

FORT BEND COUNTY
301 JACKSON ST STE 301
RICHMOND, TX 77469
RE: Planned Maintenance Proposal

Dear JUSTIN ZWAHR,

Cummins Sales and Service is a premier engine and power generation systems provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

Benefits of Planned Maintenance

- Improves system reliability.
- Maintenance performed by certified technicians specifically trained in power generation.
- PM customers receive preferred service for unscheduled emergency repairs.
- Creation of a service record for customer equipment.
- Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins Sales and Service to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. Planned Maintenance Agreements are "auto-renewed" annually prior to the end of your agreement. Should you have any questions or require additional information on this or any other subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

Tanner Krause

Tanner Krause
PEM Senior Sales Manager
Office: (713) 516-5390
Cell: (713) 516-5390
Email: lw970@cummins.com



Cummins Inc. dba Cummins Sales and Service
7045 N Loop 610 E
Houston, TX 77028
Phone: 713-679-2220
Fax: 713-679-7771

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information	
FORT BEND COUNTY	Name: JUSTIN ZWAHR	Quote Date:	8/30/2022
301 JACKSON ST STE 301	Phone: (281) 238-3064	Quote Expires:	10/29/2022
RICHMOND, TX 77469	Cell: 281-682-8364	Quote ID:	QT-16651
Customer #: 15228	Fax:	Quoted By:	Tanner Krause
Payment Type: Pay As You Go	E-mail: justin.zwahr@fortbendcountytexas.gov	Quote Term:	3 Year

Pricing based off Sourcewell Contract #120617-CMM

Site Name:PMA - Auto Theft

(231 Legion Way Ct Richmond TX 77406)

Unit Name:	G-16	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Onan						
Model:	80.0DSFAE	1	March	Inspection	1	\$382.34	\$382.34
S/N:	B080158514	1	September	Full Service	1	\$640.60	\$640.60
Size:	80kW	1	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
ATS Qty:	1	Year 1 Total:\$4,281.78					
Notes:		2	March	Inspection	1	\$382.34	\$382.34
		2	September	Full Service	1	\$640.60	\$640.60
		2	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
		Year 2 Total:\$4,281.78					
		3	March	Inspection	1	\$382.34	\$382.34
		3	September	Full Service	1	\$640.60	\$640.60
		3	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
		Year 3 Total:\$4,281.78					

Site Name:PMA - Bulk Fuel Yard

(2751 Klauke Rd Rosenberg TX 77471)

Unit Name:	G-22	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Kohler						
Model:	60REOZJC	1	March	Inspection	1	\$382.34	\$382.34
S/N:	2242154	1	September	Full Service	1	\$603.94	\$603.94
Size:	60kW	1	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
ATS Qty:	1	Year 1 Total:\$4,245.12					
Notes:		2	March	Inspection	1	\$382.34	\$382.34
		2	September	Full Service	1	\$603.94	\$603.94
		2	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
		Year 2 Total:\$4,245.12					
		3	March	Inspection	1	\$382.34	\$382.34
		3	September	Full Service	1	\$603.94	\$603.94
		3	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
		Year 3 Total:\$4,245.12					

Site Name:PMA - Caleb Rule Public Safety Annex

(6561 Flewellen Way Fulshear TX 77441)

Unit Name: 3008162236
 Make: Generac
 Model: SG300
 S/N: 3008162236
 Size: 300kW
 ATS Qty: 1
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	March	Inspection	1	\$382.34	\$382.34
1	September	Full Service	1	\$1,000.85	\$1,000.85
1	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 1 Total:\$4,642.03					
2	March	Inspection	1	\$382.34	\$382.34
2	September	Full Service	1	\$1,000.85	\$1,000.85
2	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 2 Total:\$4,642.03					
3	March	Inspection	1	\$382.34	\$382.34
3	September	Full Service	1	\$1,000.85	\$1,000.85
3	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 3 Total:\$4,642.03					

Site Name:PMA - Emergency Call Center

(1410 Williams Way Richmond TX 77469)

Unit Name: G-37
 Make: Onan
 Model: 350.0DFEG
 S/N: K100170789
 Size: 350kW
 ATS Qty: 1
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	March	Inspection	1	\$382.34	\$382.34
1	September	Full Service	1	\$986.11	\$986.11
Year 1 Total:\$1,368.45					
2	March	Inspection	1	\$382.34	\$382.34
2	September	Full Service	1	\$986.11	\$986.11
Year 2 Total:\$1,368.45					
3	March	Inspection	1	\$382.34	\$382.34
3	September	Full Service	1	\$986.11	\$986.11
Year 3 Total:\$1,368.45					

Site Name:PMA - EMS Squad 2

(9714 Kibler A Orchard TX 77485)

Unit Name: 3002522773
 Make: Generac
 Model: RG04854ANAX
 S/N: 3002522773
 Size: 48kW
 ATS Qty: 1
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	March	Inspection	1	\$313.12	\$313.12
1	September	Full Service	1	\$527.67	\$527.67
1	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 1 Total:\$4,099.63					
2	March	Inspection	1	\$313.12	\$313.12
2	September	Full Service	1	\$527.67	\$527.67
2	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 2 Total:\$4,099.63					
3	March	Inspection	1	\$313.12	\$313.12
3	September	Full Service	1	\$527.67	\$527.67
3	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 3 Total:\$4,099.63					

Site Name:PMA - EOC

(307 Fort Street Richmond TX 77469)

Unit Name: CAT00C18HT3401694
 Make: Caterpillar
 Model: C18

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	March	Inspection	1	\$451.57	\$451.57

S/N:	CAT00C18HT3401694	1	September	Full Service	1	\$1,453.54	\$1,453.54
Size:	600kW	1	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
ATS Qty:	1	Year 1 Total:\$5,163.95					
Notes:		2	March	Inspection	1	\$451.57	\$451.57
		2	September	Full Service	1	\$1,453.54	\$1,453.54
		2	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
		Year 2 Total:\$5,163.95					
		3	March	Inspection	1	\$451.57	\$451.57
		3	September	Full Service	1	\$1,453.54	\$1,453.54
		3	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
		Year 3 Total:\$5,163.95					

Site Name:PMA - Fairgrounds

(4310 Highway 36 S Rosenberg TX 77471)

Unit Name:	G-14	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Onan	1	March	Inspection	1	\$451.57	\$451.57
Model:	500.0DFEK	1	September	Full Service	1	\$1,354.95	\$1,354.95
S/N:	B080155924	1	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Size:	500kW	Year 1 Total:\$5,065.36					
ATS Qty:	1	2	March	Inspection	1	\$451.57	\$451.57
Notes:		2	September	Full Service	1	\$1,354.95	\$1,354.95
		2	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
		Year 2 Total:\$5,065.36					
		3	March	Inspection	1	\$451.57	\$451.57
		3	September	Full Service	1	\$1,354.95	\$1,354.95
		3	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
		Year 3 Total:\$5,065.36					

Site Name:PMA - Fort Bend Transit

(3737 Barmore Rd Rosenberg TX 77471)

Unit Name:	3004321904	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Generac	1	March	Inspection	1	\$451.57	\$451.57
Model:	SG500	1	September	Full Service	1	\$1,288.60	\$1,288.60
S/N:	3004321904	1	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Size:	500kW	Year 1 Total:\$4,999.01					
ATS Qty:	1	2	March	Inspection	1	\$451.57	\$451.57
Notes:		2	September	Full Service	1	\$1,288.60	\$1,288.60
		2	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
		Year 2 Total:\$4,999.01					
		3	March	Inspection	1	\$451.57	\$451.57
		3	September	Full Service	1	\$1,288.60	\$1,288.60
		3	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
		Year 3 Total:\$4,999.01					

Site Name:PMA - Golfview Rd Site #2

(122 Golfview Rd Richmond TX 77469)

Unit Name:	G-2	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Onan	1	March	Inspection	1	\$382.34	\$382.34
Model:	80.0DGDA						

S/N: D930507213
 Size: 80kW
 ATS Qty: 1
 Notes:

1	September	Full Service	1	\$640.60	\$640.60
1	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 1 Total:\$4,281.78					
2	March	Inspection	1	\$382.34	\$382.34
2	September	Full Service	1	\$640.60	\$640.60
2	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 2 Total:\$4,281.78					
3	March	Inspection	1	\$382.34	\$382.34
3	September	Full Service	1	\$640.60	\$640.60
3	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 3 Total:\$4,281.78					

Site Name:PMA - Historical Courthouse

(401 Jackson St Richmond TX 77469)

Unit Name:G-56

Make: Generac

Model: SG0150KG0368N36HB

S/N: 8997953

Size: 150kW

ATS Qty: 1

Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	March	Inspection	1	\$382.34	\$382.34
1	September	Full Service	1	\$788.87	\$788.87
1	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 1 Total:\$4,430.05					
2	March	Inspection	1	\$382.34	\$382.34
2	September	Full Service	1	\$788.87	\$788.87
2	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 2 Total:\$4,430.05					
3	March	Inspection	1	\$382.34	\$382.34
3	September	Full Service	1	\$788.87	\$788.87
3	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 3 Total:\$4,430.05					

Site Name:PMA - Jail

(1410 Williams Way Richmond TX 77469)

Unit Name: 3336GMJN0001

Make: Kohler

Model: KD1000

S/N: 3336GMJN0001

Size: 1000kW

ATS Qty: 1

Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	March	Inspection	1	\$451.57	\$451.57
1	September	Full Service	1	\$1,940.13	\$1,940.13
Year 1 Total:\$2,391.70					
2	March	Inspection	1	\$451.57	\$451.57
2	September	Full Service	1	\$1,940.13	\$1,940.13
Year 2 Total:\$2,391.70					
3	March	Inspection	1	\$451.57	\$451.57
3	September	Full Service	1	\$1,940.13	\$1,940.13
Year 3 Total:\$2,391.70					

Site Name:PMA - Jail HVAC

(1410 Williams Way Richmond TX 77469)

Unit Name: G-38

Make: Onan

Model: 500.0DFEK

S/N: G120360240

Size: 500kW

ATS Qty: 1

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	March	Inspection	1	\$451.57	\$451.57
1	September	Full Service	1	\$1,354.95	\$1,354.95
Year 1 Total:\$1,806.52					
2	March	Inspection	1	\$451.57	\$451.57

Notes:	2	September	Full Service	1	\$1,354.95	\$1,354.95
	Year 2 Total:\$1,806.52					
	3	March	Inspection	1	\$451.57	\$451.57
	3	September	Full Service	1	\$1,354.95	\$1,354.95
	Year 3 Total:\$1,806.52					

Site Name:PMA - Jane Long Bldg

(500 Liberty Richmond TX 77469)

Unit Name:	G-32	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Onan						
Model:	350.0DFEG	1	March	Inspection	1	\$382.34	\$382.34
S/N:	E070063830	1	September	Full Service	1	\$986.11	\$986.11
Size:	350kW	1	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
ATS Qty:	1	Year 1 Total:\$4,627.29					
Notes:		2	March	Inspection	1	\$382.34	\$382.34
		2	September	Full Service	1	\$986.11	\$986.11
		2	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
		Year 2 Total:\$4,627.29					
		3	March	Inspection	1	\$382.34	\$382.34
		3	September	Full Service	1	\$986.11	\$986.11
		3	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
		Year 3 Total:\$4,627.29					

Site Name:PMA - Justice Center

(1422 Eugene Heiman RICHMOND TX 77469)

Unit Name:	G-34	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Kohler						
Model:	1000REOZDD	1	March	Inspection	1	\$451.57	\$451.57
S/N:	2282601	1	September	Full Service	1	\$1,940.13	\$1,940.13
Size:	1000kW	1	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
ATS Qty:	1	Year 1 Total:\$5,650.54					
Notes:		2	March	Inspection	1	\$451.57	\$451.57
		2	September	Full Service	1	\$1,940.13	\$1,940.13
		2	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
		Year 2 Total:\$5,650.54					
		3	March	Inspection	1	\$451.57	\$451.57
		3	September	Full Service	1	\$1,940.13	\$1,940.13
		3	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
		Year 3 Total:\$5,650.54					

Site Name:PMA - Medic 3

(1514 Pkwy Blvd Sugar Land TX 77478)

Unit Name:	G-23	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Generac						
Model:	QT05554ANSNA	1	March	Inspection	1	\$313.12	\$313.12
S/N:	5411144	1	September	Full Service	1	\$527.67	\$527.67
Size:	55kW	1	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
ATS Qty:	1	Year 1 Total:\$4,099.63					
Notes:		2	March	Inspection	1	\$313.12	\$313.12
		2	September	Full Service	1	\$527.67	\$527.67
		2	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84

Year 2 Total:\$4,099.63					
3	March	Inspection	1	\$313.12	\$313.12
3	September	Full Service	1	\$527.67	\$527.67
3	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 3 Total:\$4,099.63					

Site Name:PMA - Medic 6

(204 Main St Richmond TX 77469)

Unit Name:	G-3	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Generac						
Model:	4451370200	1	March	Inspection	1	\$313.12	\$313.12
S/N:	2079332	1	September	Full Service	1	\$562.09	\$562.09
Size:	50kW	1	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
ATS Qty:	1	Year 1 Total:\$4,134.05					
Notes:		2	March	Inspection	1	\$313.12	\$313.12
		2	September	Full Service	1	\$562.09	\$562.09
		2	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
		Year 2 Total:\$4,134.05					
		3	March	Inspection	1	\$313.12	\$313.12
		3	September	Full Service	1	\$562.09	\$562.09
		3	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
		Year 3 Total:\$4,134.05					

Site Name:PMA - Medical Examiner

(3840 Bamore Rd Rosenberg TX 77471)

Unit Name:	3004746239	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Generac						
Model:	SD275	1	March	Inspection	1	\$382.34	\$382.34
S/N:	3004746239	1	September	Full Service	1	\$986.11	\$986.11
Size:	275kW	1	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
ATS Qty:	1	Year 1 Total:\$4,627.29					
Notes:		2	March	Inspection	1	\$382.34	\$382.34
		2	September	Full Service	1	\$986.11	\$986.11
		2	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
		Year 2 Total:\$4,627.29					
		3	March	Inspection	1	\$382.34	\$382.34
		3	September	Full Service	1	\$986.11	\$986.11
		3	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
		Year 3 Total:\$4,627.29					

Site Name:PMA - Missouri City Annex

(307 Texas Pkwy Missouri City TX 77489)

Unit Name:	G-29	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Onan						
Model:	25.0DSKCA	1	March	Inspection	1	\$313.12	\$313.12
S/N:	G090019509	1	September	Full Service	1	\$550.54	\$550.54
Size:	25kW	1	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
ATS Qty:	1	Year 1 Total:\$4,122.50					
Notes:		2	March	Inspection	1	\$313.12	\$313.12
		2	September	Full Service	1	\$550.54	\$550.54
		2	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84

Year 2 Total:\$4,122.50					
3	March	Inspection	1	\$313.12	\$313.12
3	September	Full Service	1	\$550.54	\$550.54
3	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 3 Total:\$4,122.50					

Site Name:PMA - Narcotics

(1410B Williams Way Blvd Richmond TX 77469)

Unit Name:	G-24	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Generac						
Model:	11529340200	1	March	Inspection	1	\$382.34	\$382.34
S/N:	2104590	1	September	Full Service	1	\$788.87	\$788.87
Size:	100kW	1	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
ATS Qty:	1	Year 1 Total:\$4,430.05					
Notes:		2	March	Inspection	1	\$382.34	\$382.34
		2	September	Full Service	1	\$788.87	\$788.87
		2	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
		Year 2 Total:\$4,430.05					
		3	March	Inspection	1	\$382.34	\$382.34
		3	September	Full Service	1	\$788.87	\$788.87
		3	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
		Year 3 Total:\$4,430.05					

Site Name:PMA - Needville Sc Road & Bridge

(3743 School St Needville TX 77461)

Unit Name:	G-20	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Kohler						
Model:	125REDZJD	1	March	Inspection	1	\$382.34	\$382.34
S/N:	2238934	1	September	Full Service	1	\$788.87	\$788.87
Size:	130kW	1	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
ATS Qty:	1	Year 1 Total:\$4,430.05					
Notes:		2	March	Inspection	1	\$382.34	\$382.34
		2	September	Full Service	1	\$788.87	\$788.87
		2	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
		Year 2 Total:\$4,430.05					
		3	March	Inspection	1	\$382.34	\$382.34
		3	September	Full Service	1	\$788.87	\$788.87
		3	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
		Year 3 Total:\$4,430.05					

Site Name:PMA - New Jail Tower

(1410 Williams Way Richmond TX 77469)

Unit Name:	G-35	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Generac						
Model:	9899570100	1	March	Inspection	1	\$451.57	\$451.57
S/N:	2099012	1	September	Full Service	1	\$1,793.91	\$1,793.91
Size:	600kW	Year 1 Total:\$2,245.48					
ATS Qty:	1	2	March	Inspection	1	\$451.57	\$451.57
Notes:		2	September	Full Service	1	\$1,793.91	\$1,793.91
		Year 2 Total:\$2,245.48					
		3	March	Inspection	1	\$451.57	\$451.57

3	September	Full Service	1	\$1,793.91	\$1,793.91
Year 3 Total:\$2,245.48					

Site Name:PMA - New Medic 1

(4336 Hwy 36 Rosenberg TX 77471)

Unit Name:	G-25	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Kohler						
Model:	230REOZJD	1	March	Inspection	1	\$382.34	\$382.34
S/N:	2288571	1	September	Full Service	1	\$938.22	\$938.22
Size:	230kW	1	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
ATS Qty:	1	Year 1 Total:\$4,579.40					
Notes:		2	March	Inspection	1	\$382.34	\$382.34
		2	September	Full Service	1	\$938.22	\$938.22
		2	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
		Year 2 Total:\$4,579.40					
		3	March	Inspection	1	\$382.34	\$382.34
		3	September	Full Service	1	\$938.22	\$938.22
		3	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
		Year 3 Total:\$4,579.40					

Site Name:PMA - North Annex

(22333 Grand Corner Katy TX 77494)

Unit Name:	G-30	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Onan						
Model:	12058010300	1	March	Inspection	1	\$382.34	\$382.34
S/N:	2106778	1	September	Full Service	1	\$938.22	\$938.22
Size:	250kW	1	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
ATS Qty:	1	Year 1 Total:\$4,579.40					
Notes:		2	March	Inspection	1	\$382.34	\$382.34
		2	September	Full Service	1	\$938.22	\$938.22
		2	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
		Year 2 Total:\$4,579.40					
		3	March	Inspection	1	\$382.34	\$382.34
		3	September	Full Service	1	\$938.22	\$938.22
		3	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
		Year 3 Total:\$4,579.40					

Site Name:PMA - Pct 4 Bldg

(1517 Eugene Heimann Cir Richmond TX 77469)

Unit Name:	G-15	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Onan						
Model:	80.0DSFAE	1	March	Inspection	1	\$382.34	\$382.34
S/N:	B080160188	1	September	Full Service	1	\$640.60	\$640.60
Size:	80kW	1	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
ATS Qty:	1	Year 1 Total:\$4,281.78					
Notes:		2	March	Inspection	1	\$382.34	\$382.34
		2	September	Full Service	1	\$640.60	\$640.60
		2	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
		Year 2 Total:\$4,281.78					
		3	March	Inspection	1	\$382.34	\$382.34
		3	September	Full Service	1	\$640.60	\$640.60

3	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 3 Total:\$4,281.78					

Site Name:PMA - Radio Tower

(201 Legion Richmond TX 77469)

Unit Name: G-21
 Make: Generac
 Model: 10957940200
 S/N: 2102382
 Size: 70kW
 ATS Qty: 1
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	March	Inspection	1	\$382.34	\$382.34
1	September	Full Service	1	\$640.60	\$640.60
Year 1 Total:\$1,022.94					
2	March	Inspection	1	\$382.34	\$382.34
2	September	Full Service	1	\$640.60	\$640.60
Year 2 Total:\$1,022.94					
3	March	Inspection	1	\$382.34	\$382.34
3	September	Full Service	1	\$640.60	\$640.60
Year 3 Total:\$1,022.94					

Site Name:PMA - Road & Bridge Beechnut

(19310 Beechnut RICHMOND TX 77469)

Unit Name: G-1
 Make: Kohler
 Model: 45RZ62
 S/N: 304447
 Size: 39kW
 ATS Qty: 1
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	March	Inspection	1	\$313.12	\$313.12
1	September	Full Service	1	\$511.39	\$511.39
1	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 1 Total:\$4,083.35					
2	March	Inspection	1	\$313.12	\$313.12
2	September	Full Service	1	\$511.39	\$511.39
2	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 2 Total:\$4,083.35					
3	March	Inspection	1	\$313.12	\$313.12
3	September	Full Service	1	\$511.39	\$511.39
3	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 3 Total:\$4,083.35					

Site Name:PMA - Road & Bridge Crabb

(201 Payne Ln RICHMOND TX 77469)

Unit Name: G-11
 Make: Generac
 Model: SD150
 S/N: 9334300100
 Size: 150kW
 ATS Qty: 1
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	March	Inspection	1	\$382.34	\$382.34
1	September	Full Service	1	\$788.87	\$788.87
1	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 1 Total:\$4,430.05					
2	March	Inspection	1	\$382.34	\$382.34
2	September	Full Service	1	\$788.87	\$788.87
2	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 2 Total:\$4,430.05					
3	March	Inspection	1	\$382.34	\$382.34
3	September	Full Service	1	\$788.87	\$788.87
3	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 3 Total:\$4,430.05					

Site Name:PMA - Road & Bridge Dairy Ashford

(12919 Dairy Ashford Sugarland Sugar Land TX 77478)

Unit Name: G-5
 Make: Onan
 Model: DGCA
 S/N: I000155374
 Size: 50kW
 ATS Qty: 1
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	March	Inspection	1	\$313.12	\$313.12
1	September	Full Service	1	\$562.09	\$562.09
1	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 1 Total:\$4,134.05					
2	March	Inspection	1	\$313.12	\$313.12
2	September	Full Service	1	\$562.09	\$562.09
2	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 2 Total:\$4,134.05					
3	March	Inspection	1	\$313.12	\$313.12
3	September	Full Service	1	\$562.09	\$562.09
3	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 3 Total:\$4,134.05					

Site Name:PMA - Rosenberg Annex

(4520 Reading Rd Rosenberg TX 77471)

Unit Name: G200791987
 Make: Onan
 Model: C50D6C
 S/N: G200791987
 Size: 50kW
 ATS Qty: 1
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	March	Inspection	1	\$313.12	\$313.12
1	September	Full Service	1	\$562.09	\$562.09
1	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 1 Total:\$4,134.05					
2	March	Inspection	1	\$313.12	\$313.12
2	September	Full Service	1	\$562.09	\$562.09
2	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 2 Total:\$4,134.05					
3	March	Inspection	1	\$313.12	\$313.12
3	September	Full Service	1	\$562.09	\$562.09
3	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 3 Total:\$4,134.05					

Site Name:PMA - Sheriff Admin

(1840 Richmond Pl Dr Richmond TX 77469)

Unit Name: 33045
 Make: Other
 Model: TD1000
 S/N: 33045
 Size: 1000kW
 ATS Qty: 1
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	March	Inspection	1	\$451.57	\$451.57
1	September	Full Service	1	\$1,940.13	\$1,940.13
1	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 1 Total:\$5,650.54					
2	March	Inspection	1	\$451.57	\$451.57
2	September	Full Service	1	\$1,940.13	\$1,940.13
2	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 2 Total:\$5,650.54					
3	March	Inspection	1	\$451.57	\$451.57
3	September	Full Service	1	\$1,940.13	\$1,940.13
3	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 3 Total:\$5,650.54					

Site Name:PMA - Sienna Annex

(5855 Sienna Springs Way Missouri City TX 77459)

Unit Name: G-64
 Make: Katolight
 Model: SENL100FRG4
 S/N: 154130-1107
 Size: 100kW
 ATS Qty: 1
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	March	Inspection	1	\$382.34	\$382.34
1	September	Full Service	1	\$788.87	\$788.87
1	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 1 Total:\$4,430.05					
2	March	Inspection	1	\$382.34	\$382.34
2	September	Full Service	1	\$788.87	\$788.87
2	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 2 Total:\$4,430.05					
3	March	Inspection	1	\$382.34	\$382.34
3	September	Full Service	1	\$788.87	\$788.87
3	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 3 Total:\$4,430.05					

Site Name:PMA - Travis Bldg

(309 S 4th St Richmond TX 77469)

Unit Name: G-33
 Make: Onan
 Model: 500.0DFY-4XR
 S/N: G880105573
 Size: 500kW
 ATS Qty: 1
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	March	Inspection	1	\$451.57	\$451.57
1	September	Full Service	1	\$1,354.95	\$1,354.95
1	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 1 Total:\$5,065.36					
2	March	Inspection	1	\$451.57	\$451.57
2	September	Full Service	1	\$1,354.95	\$1,354.95
2	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 2 Total:\$5,065.36					
3	March	Inspection	1	\$451.57	\$451.57
3	September	Full Service	1	\$1,354.95	\$1,354.95
3	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Year 3 Total:\$5,065.36					

Year 1 Total:* \$131,533.23
 Year 2 Total:* \$131,533.23
 Year 3 Total:* \$131,533.23

Total Original Amount: \$415,368.61
Discount: (\$20,768.92)
Total Agreement Amount:* \$394,599.69

**Quote does not include applicable taxes*



Cummins Inc. dba Cummins Sales and Service
7045 N Loop 610 E
Houston, TX 77028
Phone: 713-679-2220

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information	
FORT BEND COUNTY	Name: JUSTIN ZWAHR	Quote Date:	8/30/2022
301 JACKSON ST STE 301	Phone: (281) 238-3064	Quote Expires:	10/29/2022
RICHMOND, TX 77469	Cell: 281-682-8364	Quote ID:	QT-16651
Customer #: 15228	Fax:	Quoted By:	Tanner Krause
Payment Type: Pay As You Go	E-mail: justin.zwahr@fortbendcountytexas.gov	Quote Term:	3 Year

Total Original Amount:	\$415,368.61
Discount:	(\$20,768.92)
Total Agreement Amount:*	\$394,599.69

**Quote does not include applicable taxes*

Total Agreement Amount Does Not Include Applicable Taxes. Please call (972) 708-0000 or Email Southern.PEM@cummins.com for invoice total prior to sending payment.

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. Details of this provision are listed in the "Planned Equipment Maintenance Agreement Terms and Conditions". If you do not wish to participate in the auto renew option, please check the box below to opt out.

☐ Opt out of Automatic Renewal.

Please return signed agreement to:

Cummins Southern Plains LLC
7045 N Loop 610 East
Houston, TX 77028
Tel#: 713-516-5390

Email: tanner.krause@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

Customer Approval (Quote ID QT-16651)

Cummins Inc. dba Cummins Sales and Service Approval

Signature: _____	Signature: <u>Marty Delmas</u>
Date: _____	Date: <u>January 23rd, 2023</u>

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.

3. PAYMENT TERMS. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. *AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.*

5. WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

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

11. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

13. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. ON-CALL SERVICES. Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. PRICING. To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

16. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Generator

Planned Equipment Maintenance

INSPECTION



INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis*

COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis*

LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement*
- Optional - Clean crankcase breather or replace filters*

GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.

Generator

Planned Equipment Maintenance

Building Load Test



INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

Building Load Test

- Visually inspect generator to ensure proper operation and no alarms are present
- Visually inspect ATS control to ensure there are no alarms present
- Get customer's permission to transfer from utility to generator
- Initiate Generator Exercise with LOAD
- Generator will take over Building Load from Utility for duration of Building Load Test
- Record Voltage, Amperage, Actual KW, pF, and Hz in specified increments
- End Building Load Test by transferring the ATS back to Utility
- Allow Generator to cool down
- Visually inspect generator to ensure that there are no alarms and the generator is in AUTO
- Submit Report to site contact and leave site

Cummins Inc.

BUILDING LOAD TEST

Date: _____
 Customer: EXAMPLE
 Address: _____
 Site Name: _____
 ATS Model #: CUMMINS 480
 ATS Serial #: NA
 Unit Number: _____
 Other: _____

ATS Transfer Test	
Pass	X
Fail	



Sample Date-Time Format:

12/17/2021 0:00

Actual Start Date-Time:

12:10PM

	Reading	Duration	Generator Voltage			Generator Amperage			Actual kW	pF	Hz
			A-B	B-C	A-C	Phase A	Phase B	Phase C			
Building Load Test Site Load	12:10 PM	10	480	481	480	75	75	68	59.2	0.97	60
	12:20 PM	10	481	481	482	19	203	196	141	0.84	60
	12:30 PM	10	480	481	481	203	207	201	145	0.85	60
	12:40 PM	10	480	480	481	207	213	200	149	0.86	60
Total Transfer Time		0.50									
		Hours									

Time Delay Start: 6 Engine Crank Time: 3 Time Delay Retransfer: 3 Time Delay Stop: 6 (Readings in seconds)

Notes: PASS

Technician: Technician's Name

* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.



10/20/2022

FORT BEND COUNTY
301 JACKSON ST STE 301
RICHMOND, TX 77469
RE: Planned Maintenance Proposal

Dear JUSTIN ZWAHR,

Cummins Sales and Service is a premier engine and power generation systems provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

Benefits of Planned Maintenance

- Improves system reliability.
- Maintenance performed by certified technicians specifically trained in power generation.
- PM customers receive preferred service for unscheduled emergency repairs.
- Creation of a service record for customer equipment.
- Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins Sales and Service to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. Planned Maintenance Agreements are "auto-renewed" annually prior to the end of your agreement. Should you have any questions or require additional information on this or any other subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

Tanner Krause

Tanner Krause
PEM Senior Sales Manager
Office: (713) 516-5390
Cell: (713) 516-5390
Email: lw970@cummins.com



Cummins Inc. dba Cummins Sales and Service
7045 N Loop 610 E
Houston, TX 77028
Phone: 713-679-2220
Fax: 713-679-7771

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information	
FORT BEND COUNTY	Name: JUSTIN ZWAHR	Quote Date:	10/20/2022
301 JACKSON ST STE 301	Phone: (281) 238-3064	Quote Expires:	12/19/2022
RICHMOND, TX 77469	Cell: 281-682-8364	Quote ID:	QT-17369
Customer #: 15228	Fax:	Quoted By:	Tanner Krause
Payment Type: Pay As You Go	E-mail: justin.zwahr@fortbendcountytexas.gov	Quote Term:	3 Year

Pricing based off Sourcewell Contract #120617-CMM

Site Name:PMA - Vehicle Maintenance

(230 Legion Drive RICHMOND TX 77469)

Unit Name: 33MVG MKC0003	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make: Kohler	1	March	Inspection	1	\$392.35	\$392.35
Model: KG125	1	September	Full Service	1	\$727.46	\$727.46
S/N: 33MVG MKC0003	1	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
Size: 125kW	Year 1 Total:\$4,378.65					
ATS Qty: 1	2	March	Inspection	1	\$392.35	\$392.35
Notes:	2	September	Full Service	1	\$727.46	\$727.46
	2	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
	Year 2 Total:\$4,378.65					
	3	March	Inspection	1	\$392.35	\$392.35
	3	September	Full Service	1	\$727.46	\$727.46
	3	September	Building Load Test (BLT)	12	\$271.57	\$3,258.84
	Year 3 Total:\$4,378.65					

Total Original Amount:	\$13,829.49
Discount:	(\$693.54)
Total Agreement Amount:*	\$13,135.95

*Quote does not include applicable taxes



Cummins Inc. dba Cummins Sales and Service
7045 N Loop 610 E
Houston, TX 77028
Phone: 713-679-2220

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Customer Address	Customer Contact	Quote Information	
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Payment Type: Pay As You Go	E-mail: justin.zwahr@fortbendcountytexas.gov	Quote Term:	3 Year

Total Original Amount: \$13,829.49

Discount: (\$693.54)

Total Agreement Amount:* \$13,135.95

**Quote does not include applicable taxes*

Total Agreement Amount Does Not Include Applicable Taxes. Please call (972) 708-0000 or Email Southern.PEM@cummins.com for invoice total prior to sending payment.

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. Details of this provision are listed in the "Planned Equipment Maintenance Agreement Terms and Conditions". If you do not wish to participate in the auto renew option, please check the box below to opt out.

☐ Opt out of Automatic Renewal.

Please return signed agreement to:

Cummins Southern Plains LLC dba Cummins Sales and Service
4855 Mountain Creek Parkway
Dallas, TX 75236
Tel #: (972) 708-0000

Email: Southern.PEM@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

Customer Approval (Quote ID QT-17369)

Cummins Inc. dba Cummins Sales and Service Approval

Signature: _____ Signature: _____

Date: _____ Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.

3. PAYMENT TERMS. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. *AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.*

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8. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

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14. ON-CALL SERVICES. Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. PRICING. To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

16. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Generator

Planned Equipment Maintenance

INSPECTION



INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis*

COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis*

LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement*
- Optional - Clean crankcase breather or replace filters*

GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.