

3. **Term.** The term of the Scope of Services under this Agreement shall begin October 1, 2025, and shall expire no later than September 30, 2028. This Agreement shall not automatically renew but may be subsequently renewed in writing upon agreement of the parties.
4. **Compensation and Payment.** Cummins's fees shall be calculated at the rates set forth in the attached Exhibit A. County shall pay each approved invoice within thirty (30) calendar days of receipt of invoice. County reserves the right to withhold payment pending verification of satisfactory work performed.
5. **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.
6. **Limit of Appropriation.** Cummins clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Seven Hundred Ninety-Seven Thousand, Three Hundred Ninety-Three and 97/100 dollars (\$797,393.97) authorized as follows:

\$265,797.99 for FY 2026

\$265,797.99 for FY 2027

\$265,797.99 for FY 2028

Cummins does further understand and agree, said understanding an agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Cummins may become entitled to and the total maximum sum that County may become liable to pay to Cummins shall not under any conditions, circumstances, or interpretations thereof exceed Seven Hundred Ninety-Seven Thousand, Three Hundred Ninety-Three and 97/100 dollars (\$797,393.97).

7. **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.
8. **Insurance.** Prior to commencement of Service, Cummins 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.
9. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
10. **Confidential Information.** Cummins 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 Cummins 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.

- 11. 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.
- 12. 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 Cummins for any reason are hereby deleted.
- 13. Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Cummins in any way associated with the Agreement.
- 14. Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
- 15. Applicable and Governing 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 the 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.
- 16. 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, verifies Contractor does not boycott Israel and will not boycott Israel during the Contractor 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.
- 17. 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.
- 18. Conflict.** All terms and conditions of the Agreement not modified herein remain in full force and effect. In the event there is a conflict between this Addendum and the attached Exhibit(s), this Addendum controls to the extent of the conflict. In the event there is a

conflict between this Addendum and Sourcewell Contract #092222-CCM, the Sourcewell Master Agreement shall control to the extent of the conflict.

- 19. Human Trafficking.** BY ACCEPTANCE OF CONTRACT, CUMMINS 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.
- 20. 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 nondrafting party.
- 21. Electronic and Digital Signatures.** The parties to this Agreement agree that the electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

{EXECUTION PAGE FOLLOWS}

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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 attachments and 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, County Judge

Marty Delmas

Authorized Agent – Signature

Date

Marty Delmas

Authorized Agent- Printed Name

ATTEST:

Sales Manager

Title

Laura Richard, County Clerk

February 12th, 2026

Date

AUDITOR’S CERTIFICATE

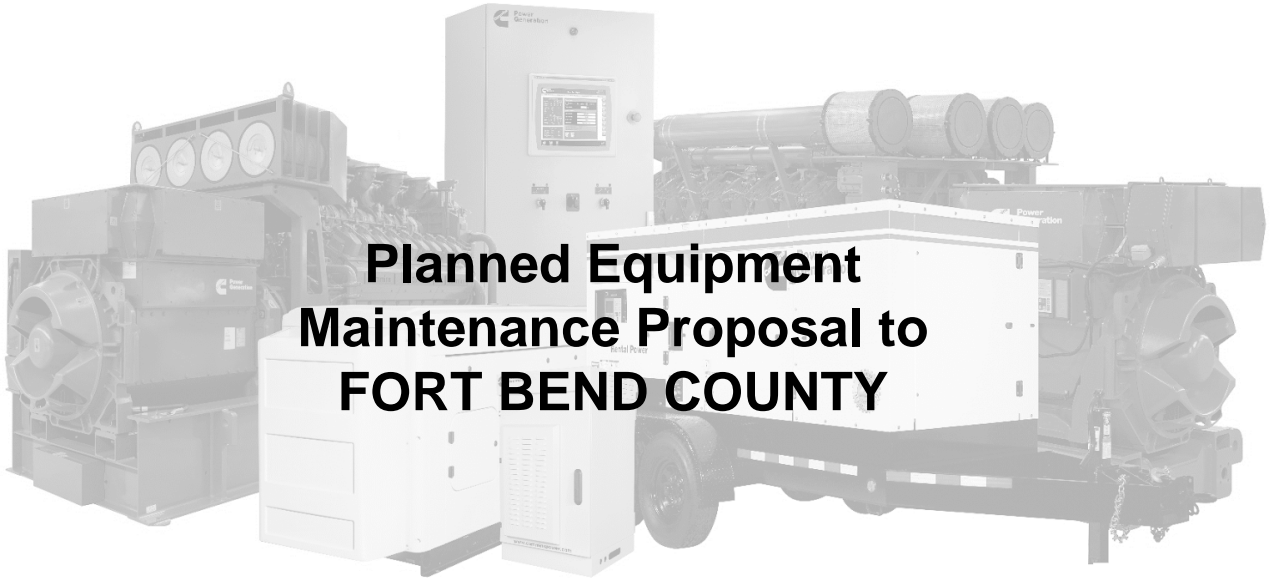
I hereby certify that funds in the amount of \$ 797,393.97 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A: Planned Equipment Maintenance Proposal

I:\AGREEMENTS\2026 Agreements\Facilities\Cummins Sales And Service (26-Fac-100362)\Addendum to Cummins Inc's Planned Services Agreement (26-Fac-100362).v2.docx tg

EXHIBIT A



Planned Equipment Maintenance Proposal to FORT BEND COUNTY



To the attention of: FORT BEND COUNTY

Cummins provides best in class products and related services worldwide with the highest quality in the industry. We service more than Cummins engines and generators, and we're pleased to offer you the following planned equipment maintenance proposal.

Cummins Available Planned Maintenance Services:

Cummins offers the following services - based on your selected packages these may or may not be included:

System Inspections: Batteries, controls, fuel systems, cooling systems, intake and exhaust systems, controls and accessories, aftertreatment basic run testing included in all Inspection Services.

Oil & Coolant Analysis: Sampling, included in all Inspection + Services, provides an overall snapshot of the equipment condition.

Planned Maintenance: Clean filters and oil changes included in Full Service keeps your product ready to run.

Load Bank Testing: Prevents wet stacking in diesel engines. In all units load bank testing applies controlled load to the equipment to test for proper operation providing peace of mind.

Transfer Switch & Switchgear: Cummins takes care of your whole system.

Cummins Branded Parts: Maintenance always includes Cummins Genuine Parts where applicable.

Warranty: Best-in-Industry warranty is always included, with a variety of extended warranty options available on Cummins equipment.

Digital Monitoring: Cummins Acumen is a best in class remote monitoring solution for your products to ensure availability and minimize unexpected costs.

Additional Available Services: Winterization, oil extension programs, training and more can all be customized to your needs.

For additional information regarding Cummins available products and services, please contact your Sales Representative.

Pricing for Services:

This 3 year proposal has been customized for your equipment and operations as described here:

<u>Customer Information:</u>	<u>Contact Information:</u>
FORT BEND COUNTY	Name: Justin Zwahr
301 JACKSON ST STE 301, RICHMOND, Texas, 77469-3108	Phone Number: 2816828362
Account Number: 15228	Cell: 281-682-8364
	Email: justin.zwahr@fortbendcountytexas.gov

PRICING BASED OFF SOURCEWELL CONTRACT # 09222-CMM



Total Agreement - PreTax:	USD \$797,393.97
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Notes:

Anything not specifically addressed above is not included.

Customer Responsibilities:

The Customer is responsible for operating the maintained equipment and shall perform all checks as described in the Operation and Maintenance Manual.

Proposal Considerations:

1. All work is planned from Monday to Friday on normal Business working hours – 8:00am to 5:00pm. Additional and off-hours work and billable amounts not listed in the above scope of work shall be based on current calendar year rates.
2. All pricing above is stated excluding any and all taxes.
3. This quotation is open for acceptance for 60 days after which both price and service delivery period will be subject to confirmation prior to acceptance of proposal.
4. The pricing in this quotation will remain the same over the duration of the term.
5. This proposal is offered in U.S. Dollar.
6. Payment terms for this quote are Pay as you go.

This maintenance proposal is expressly conditioned upon acceptance of the <https://www.cummins.com/regional-terms-and-conditions/powercare> of Cummins' Maintenance Agreement.

I appreciate your interest in working with Cummins and I thank you for your business. If you need any further assistance or clarification, please do not hesitate to contact me.

To accept this quotation as provided, please return a signed copy of this form or contact me for an electronically signable version.

Sincerely,

Tanner Krause
Senior PEM Sales Executive - PG
tanner.krause@cummins.com
www.cummins.com

Please return signed agreement to: tanner.krause@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller. The foregoing product/ services upon the terms and condition set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached here to which are hereby incorporated here in reference.

Customer Approval (Quote ID Q-393809)

Approval Cummins Sales & Service - Houston TX

Cummins Sales and Service
Cummins.com

7/25/2025

Q-393809, Tanner Krause,
tanner.krause@cummins.com



Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

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	

Standard: Joint Commission EC 02.05.07 (EP6)



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.



**Southern
Plains**

GENERATOR LOAD BANK TEST METHOD OF PROCEDURE

- Turn generator off and check the oil, fuel and coolant levels.
- Visually inspect generator for any loose or broken wires or parts.
- Remove side panel of generator to access generator cables or remove cables from circuit breaker on control panel.
- Hook up the load bank pigtails in the generator or at the breaker.
- Run the appropriate number of load bank cables (50' or 100') per phase based on the generator and site configuration.
- Connect the load bank cables to the pigtails at the generator and to the load bank.
- Start the generator and check the voltage and check for any leaks.
- Set the voltage selector on the load bank and turn it on. Check the fan rotation.
- Introduce load to the generator in certain percentages for the individual application for the duration of two or four continuous hours. The most commonly used standard is the NFPA 110. The NFPA 110 follows these steps:
 1. 30 minutes at 25% load of generator nameplate rating
 2. 30 minutes at 50% load of generator nameplate rating
 3. 60 minutes at 75% load of generator nameplate rating
- Take readings every 15 minutes for the duration of the test for amperage per phase, voltage per phase, power factor, coolant temperature, ambient temperature, kW, KVA, hertz, lube temperature and oil pressure.
- Inspect generator for leaks or damaged parts while under load.
- Reduce load until no load is present. Let the generator and load bank cool down about 15 minutes. Turn the generator and load bank off.
- Unhook the load bank cables and roll them up.
- Remove the pigtails from the generator and put the cover back on or remove the cables from the circuit breaker and reattach the output cables.
- Return the generator to auto and close the doors.
- Submit a report to owner, and advise of any further work required.