

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

THIRD AMENDMENT TO ADDENDUM TO PLANNED MAINTENANCE AGREEMENT

THIS THIRD AMENDMENT ("Third Amendment") is entered into by and between **Fort Bend County**, ("County"), a body corporate and politic under the laws of the State of Texas, and **Cummins, Inc. d/b/a Cummins** ("Cummins"), a Texas limited liability company; hereinafter referred to collectively as "Parties."

RECITALS

WHEREAS, the Parties previously entered into an agreement on February 7, 2023, and as amended on May 9, 2023, and again on July 23, 2024, for Cummins to provide preventative maintenance and monthly building load testing for generators at various county locations utilizing Sourcwell Contract Nos. 120617-CMM and 092222-CMM (the "Agreement"); and

WHEREAS, by execution of this Third Amendment, the Parties desire to amend the Agreement to provide for additional services by Cummins, to increase the total Maximum Compensation for the completion of such services, and to otherwise ratify and confirm all the terms and conditions as set forth therein; and

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended as follows:

1. The Parties' February 7, 2023 agreement, and the First Amendment entered into on May 9, 2023, and the Second Amendment entered into on July 23, 2024, for Cummins to provide preventative maintenance and monthly building load testing for generators at various county locations utilizing Sourcwell Contract Nos. 120617-CMM and 092222-CMM shall be incorporated fully by reference for all purposes.
2. **Scope of Service.** County shall pay Cummins an additional Twenty-Five Thousand, Five Hundred Ninety Dollars and 04/100 (\$25,590.04) for the performance and completion of additional services as described in Cummins' Proposals ("Services") attached hereto as Exhibit "A-3" and incorporated fully by reference for all purposes.
3. **Limit of Appropriation.** Cummins understands and agrees that the Maximum Compensation payable to Cummins for Services rendered under this Agreement is hereby increased to an amount not to exceed Four Hundred Eighty-Five Thousand, Eight Hundred Fifty-Two Dollars and 86/100 (\$485,852.86) authorized as follows:

\$407,735.64 under the Agreement;
 \$12,952.44 under the First Amendment;
 \$39,574.74 under the Second Amendment; and
 \$25,590.04 under this Third Amendment.

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. 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 Four Hundred Eighty-Five Thousand, Eight Hundred Fifty-Two Dollars and 86/100 (\$485,852.86) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Cummins does further understand and agree, said understanding and agreement also being of the absolute essence of the 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 under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Four Hundred Eighty-Five Thousand, Eight Hundred Fifty-Two Dollars and 86/100 (\$485,852.86).

4. **Conflict.** In the event there is a conflict between this Third Amendment and Exhibit A-3, then this Third Amendment controls as to the conflict. In the event there is a conflict between this Third Amendment, the Agreement or any Exhibit attached thereto, the most recently executed document controls to the extent of the conflict.

{EXECUTION PAGE FOLLOWS}

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, this Third Amendment 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. This Third Amendment is effective upon execution by all Parties.

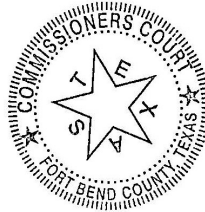
FORT BEND COUNTY

KP George
KP George, County Judge

November 27, 2024
Date

ATTEST:

Laura Richard
Laura Richard



CUMMINS INC.

Marty Delmas
Authorized Agent – Signature

Marty Delmas
Authorized Agent- Printed Name

Sales Manager
Title

November 8th, 2024
Date

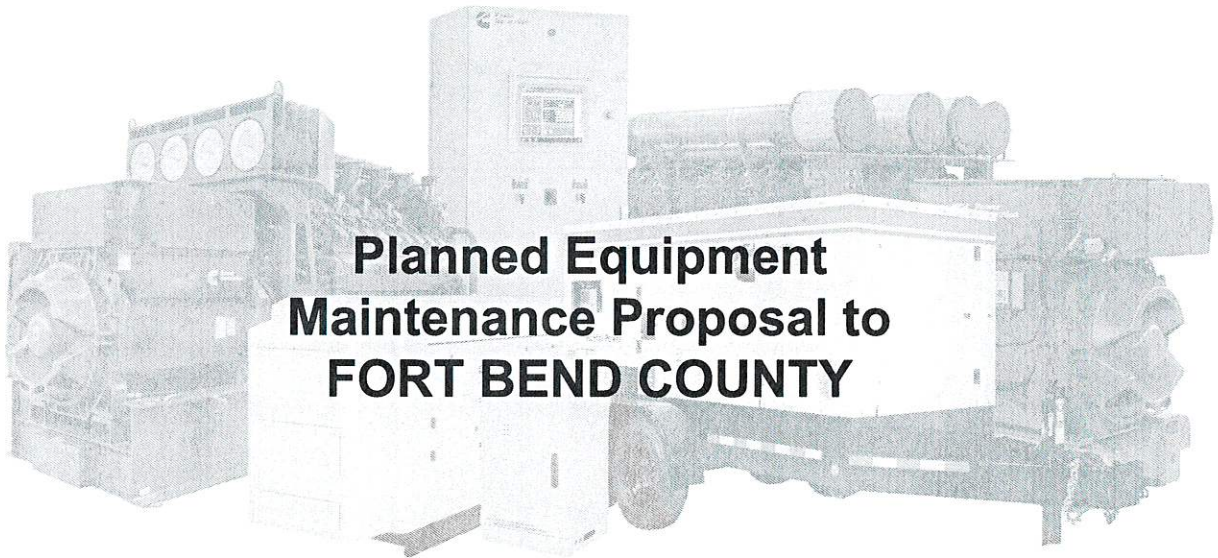
AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$485,852.86 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

Exhibit A: Additional Planned Equipment Maintenance Proposals

EXHIBIT A-3



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, 281-682-8364
	Email: justin.zwahr@fortbendcountytexas.gov



The package Custom Bundle includes the below services for this equipment:

<u>Site Information:</u>	<u>Equipment Information:</u>
PMA - FBC Precinct 3	Manufacturer: Generac
151 Stadium Dr	Model: SG0130KG269.0S18HPLYG; 130KW
Sugarland, Texas 77498	
United States	
Quantity: 1	Engine Serial Number:
	Genset Serial Number: 3014247261
Install Date:	
Warranty Expiration Date:	ATS Serial Number:
Access: Standard	
Access Notes: Pricing is based off Sourcewell Contract #092222-CMM	

<u>Year 1</u>	<u>Service Type</u>	<u>Frequency</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>	<u>T&C</u>
	Inspection	Semi-Annually	1	382.34	382.34	
	Full Service	Annually	1	788.87	788.87	
	Building Load Test	Monthly	12	271.57	3,258.84	
Year 1 Total:					4,430.05	
<u>Year 2</u>	<u>Service Type</u>	<u>Frequency</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>	<u>T&C</u>
	Inspection	Semi-Annually	1	382.34	382.34	
	Full Service	Annually	1	788.87	788.87	
	Building Load Test	Monthly	12	271.57	3,258.84	
Year 2 Total:					4,430.05	
<u>Year 3</u>	<u>Service Type</u>	<u>Frequency</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>	<u>T&C</u>
	Inspection	Semi-Annually	1	382.34	382.34	
	Full Service	Annually	1	788.87	788.87	
	Building Load Test	Monthly	12	271.57	3,258.84	
Year 3 Total:					4,430.05	

Price of Services per Unit: USD 13,290.15

Total Price of Services: USD 13,290.15

Year 1 Total:	USD 4,430.05
Year 2 Total:	USD 4,430.05



Year 3 Total:	USD 4,430.05
Total Agreement - PreTax:	USD 13,290.15

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
Planned Maintenance Sales Representative
lw970@cummins.com
www.cummins.com

Please return signed agreement to: lw970@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-335086)

Name: _____

Title: _____

Signature: _____

Date: _____

Approval Cummins Sales & Service - Houston TX

Name: Marty Delmas

Title: Sales Manager

Signature: *Marty Delmas*

Date: November 8th, 2024

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

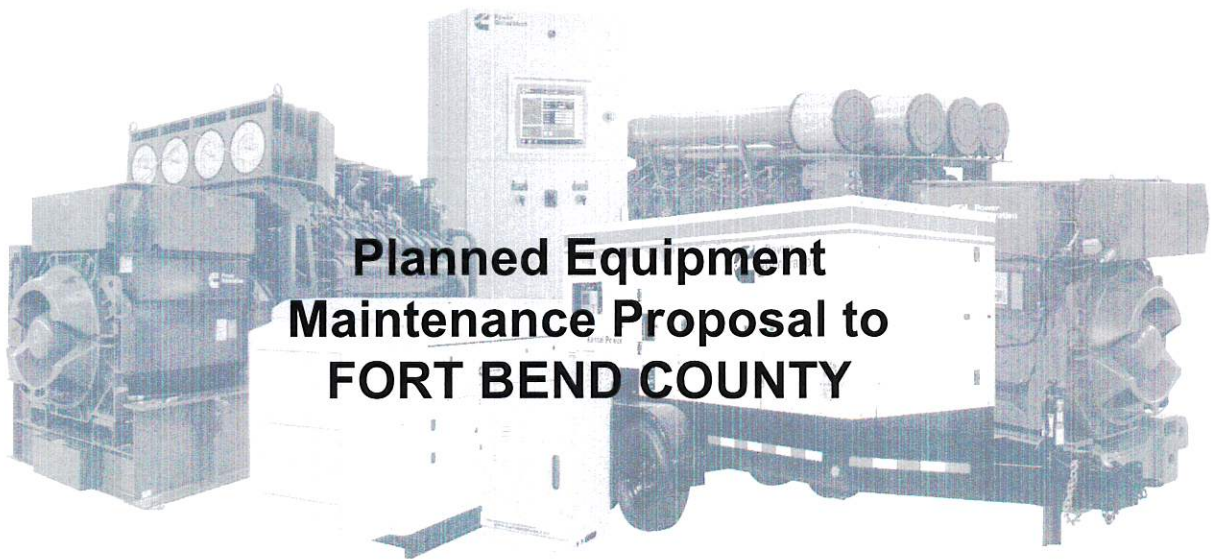
LUBRICATION OIL & FILTRATION SERVICE

- 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.



Planned Equipment Maintenance Proposal to FORT BEND COUNTY



To the attention of: FORT BEND COUNTY

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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: 2816828362,281-682-8364
	Email: justin.zwahr@fortbendcountytexas.gov



The package Custom Bundle includes the below services for this equipment:

Site Information:				Equipment Information:		
PMA - Fulshear Annex 8100 FM 359 Fulshear, Texas 77441 United States				Manufacturer: Generac		
Quantity: 1				Model: G006998-1; 7.5KW		
Install Date:				Genset Serial Number: 3014454161		
Warranty Expiration Date:						
Access: Standard						
Access Notes: Pricing is based off Sourcewell Contract #092222-CMM						
Year 1	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection	Semi-Annually	1	313.12	313.12	
	Full Service	Annually	1	527.67	527.67	
	Building Load Test	Monthly	12	271.57	3,258.84	
Year 1 Total:					4,099.63	
Year 2	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection	Semi-Annually	1	313.12	313.12	
	Full Service	Annually	1	527.67	527.67	
	Building Load Test	Monthly	12	271.57	3,258.84	
Year 2 Total:					4,099.63	
Year 3	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection	Semi-Annually	1	313.12	313.12	
	Full Service	Annually	1	527.67	527.67	
	Building Load Test	Monthly	12	271.57	3,258.84	
Year 3 Total:					4,099.63	

Price of Services per Unit: USD 12,298.89
Total Price of Services: USD 12,299.89

Year 1 Total:	USD 4,099.63
Year 2 Total:	USD 4,099.63



Year 3 Total:	USD 4,099.63
Total Agreement - PreTax:	USD 12,298.89

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.
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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
Planned Maintenance Sales Representative
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-341054)

Name: _____

Title: _____

Signature: _____

Date: _____

Approval Cummins Sales & Service - Houston TX

Name: Marty Delmas

Title: Sales Manager

Signature: *Marty Delmas*

Date: November 8th 2024

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

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GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
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- Visually inspect air filter and housing
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GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
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- 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
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LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
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* Additional Charge

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Cummins Southern Plains LLC
Houston, TX United States

Certificate Number:
2024-1236546

Date Filed:
11/08/2024

Date Acknowledged:
11/26/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

27481
Preventative maintenance and testing for generator.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)