



January 29, 2016

City Of Boerne
726 North Main Street
Boerne, TX 78006

Re: Planned Maintenance Quote

Attention : Bob Vogel

Enclosed for your review you will find a Planned Maintenance Agreement proposal for your company's emergency power generation equipment.

Please review this agreement. Sign and return via fax or mail to Cummins Southern Plains, LLC at the address listed below.

Cummins Southern Plains, LLC
P.O. Box 90027
Arlington, TX. 76004-3027
Fax #: (972) 708-0030

In order to provide you with excellent service, we request that you provide the e-mail address(s) of those contact individuals responsible for the job site. You will find convenient spaces on the enclosed service quote to provide that information.

Cummins Southern Plains, LLC truly appreciates your business and the opportunity to provide you with the best possible service. Please feel free to contact us at any time if you have any questions or if we can be of any further assistance.

NOTE: Please indicate whether you wish to prepay the complete agreement or pay per event.

Sincerely,

Travis L Neely



23 - CUMMINS STHRN PLAINS
 6226 PAN AM EXPWY NORTH
 P. O. BOX 18385
 SAN ANTONIO, TX 78218
 Phone: 210-655-5420

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
CITY OF BOERNE	Contact: Bob Vogel	Quote Date: 29-JAN-16
726 NORTH MAIN STREET	Phone: 830 249-9511	Quote Expires: 28-FEB-16
Boerne, TX 78006	Fax:	Quote Num: 37638
	Cust Id: 173440	Quoted By: Travis L Neely
		Quote Term: 1 Year(s)

Site Information

1	PMA-FIRE STATION #1	726 NORTH MAIN STREET	BOERNE	TX	78006
2	PMA-MENGER STORAGE TANK	320 MENGER SPRINGS	BOERNE	TX	78006
3	PMA-WWTP	350 S. ESSER RD	BOERNE	TX	78006
4	PMA-NEW WWTP	35 OLD SAN ANTONIO RD	BOERNE	TX	78006
5	PMA-PUBLIC WORKS	402 EAST BLANCO	BOERNE	TX	78006
6	PMA-POLICE STATION #1	124 OLD SAN ANTONIO RD	BOERNE	TX	78006
7	PMA-FIRE STATION #2	726 N MAIN STREET	BOERNE	TX	78006
8	PMA-POLICE STATION #2	124 OLD SAN ANTONIO RD	BOERNE	TX	78006
9	PMA-BUCKSKIN STORAGE TANK	108 BUCKSKIN RD	BOERNE	TX	78006
10	PMA-SURFACE WTP	106 RANGER CREEK RD	BOERNE	TX	78006
11	PMA-NEW WWTP 2	35 OLD SAN ANTONIO RD	BOERNE	TX	78006

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	OLYMPIAN	OLYMPIAN	GEN SET	RF51213	OLY00000PD40113	60KW
2	2083079	GENERAC	GEN SET	5256960200	2083079	200KW
3	81Z22083	CAT	GEN SET	3412	81Z22083	625KW
4	3045177	KOHLER	GEN SET	300REOZI	3045177	300KW
5	25997-1-04-98	ONAN	GEN SET	CSG-6491-6005-A	25997-1-04-98	45KW
6	2103571	GENERAC	GEN SET	11249700400	2103571	200KW
7	M10B050066	ONAN	GEN SET	0200-139-01	M10B050066	250KW
8	2103572	GENERAC	GEN SET	11249700500	2103572	150KW
9	2079388	GENERAC	GEN SET	4451060100	2079388	275KW
10	86764	STEWART & STEV	GEN SET	4GDT-140	86764	140KW
11	SGM32DZBV	KOHLER	GEN SET	400REOZJB	SGM32DZBV	400KW

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	OLYMPIAN	FULL SRV W/LOAD BANK 2 HR	1	809.00	809.00
		INSPECTION	1	276.00	276.00
2	2083079	FULL SRV W/LOAD BANK 2 HR	1	1,061.00	1,061.00
		INSPECTION	1	277.00	277.00
3	81Z22083	FULL SRV W/LOAD BANK 2 HR	1	1,591.75	1,591.75
		INSPECTION	1	310.00	310.00
4	3045177	FULL SRV W/LOAD BANK 2 HR	1	1,191.00	1,191.00
		INSPECTION	1	277.00	277.00
5	25997-1-04-98	FULL SRV W/LOAD BANK 2 HR	1	797.75	797.75
		INSPECTION	1	276.00	276.00

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726 NORTH MAIN STREET			Phone:	830 249-9511	Quote Expires:	28-FEB-16
Boerne, TX 78006			Fax:		Quote Num:	37638
			Cust Id:	173440	Quoted By:	Travis L Neely
					Quote Term:	1 Year(s)
6	2103571	FULL SRV W/LOAD BANK 2 HR		1	1,061.00	1,061.00
		INSPECTION		1	277.00	277.00
7	M10B050066	FULL SRV W/LOAD BANK 2 HR		1	1,110.50	1,110.50
		INSPECTION		1	277.00	277.00
8	2103572	FULL SRV W/LOAD BANK 2 HR		1	1,023.50	1,023.50
		INSPECTION		1	277.00	277.00
9	2079388	FULL SRV W/LOAD BANK 2 HR		1	1,172.25	1,172.25
		INSPECTION		1	277.00	277.00
10	86764	FULL SRV W/LOAD BANK 2 HR		1	1,016.00	1,016.00
		INSPECTION		1	277.00	277.00
11	SGM32DZBV	FULL SRV W/LOAD BANK 2 HR		1	1,350.00	1,350.00
		INSPECTION		1	310.00	310.00

Unless otherwise specified, first service is due to be performed within 30 days of PMA signature. Subsequent scheduled services which are declined by customer are subject to invoice and payment.

Purchase Order Number and Signature required.

Signature: _____ Print Name: _____

Purchase Order Number: _____

Please Provide name and e-mail address of each site contact:

Site: ___ Name: _____ E-Mail: _____

Please indicate whether you wish to prepay the complete agreement or pay per event.

_____ Prepay _____ Pay Per Event*

***If paying per event select payment option preferred.

Charge __, Credit Card __, COD __, Check __, Cash __

Credit application must be submitted and are subject to approval by the credit department for charge account

***Please reference Cummins Southern Plains, LLC Planned Maintenance Agreement Scope of Work for further details. ***

OPTIONAL SERVICES AVAILABLE:

- Oil Sample Analysis - Fuel Sample Analysis
- Coolant Sample Analysis - Battery Replacement
- Air Filter Replacement - Infra-Red Thermography (ATS/Gen/Switchgear/Distribution)
- Diesel Fuel Polishing - Insulation Resistance Testing
- Loadbank Testing - Power Quality (recording/measuring)
- Vibration Testing
- Remote Monitoring

***All other work will be performed on a time and material basis.



**Southern
Plains**

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	Standard Agreement Amount	\$15,294.75
	Proposal Total	\$15,294.75

Customer Approval

Signature: _____

Date: _____

CUMMINS SOUTHERN PLAINS, LLC

Signature: _____

Date: _____

CUMMINS SOUTHERN PLAINS, LLC, A TEXAS LIMITED LIABILITY COMPANY ("COMPANY")
PROPOSAL

This proposal, when accepted by Customer's signature below and approved by the signature of Company's authorized representative, will constitute the entire and exclusive contract between Company and Customer for the services outlined herein. This proposal supersedes any and all prior or contemporaneous oral or written representations or agreements not incorporated in this proposal. Any purchase order issued by Customer in connection with the services to be provided under this proposal are deemed issued for Customer's administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. Unless specifically stated elsewhere in this proposal, this contract does not amend or replace any pre-existing contract between Company and Customer. This Contract may not be changed, modified, revised, or amended unless such change, modification, revision, or amendment is in writing, signed by both Customer and an authorized representative of the Company. Any manual changes to this contract will not be effective as to the Company unless initialed and dated in the margin by Customer and an authorized representative of the Company.

The Company proposes to perform maintenance on the equipment ("Units") listed on the front side of this proposal. The maintenance services included in this proposal are described in "Scope of Work", attached.

This quotation is valid for the time period specified on the front of this document.

Submitted by: _____

Printed Name of Sales Representative: _____

CUSTOMER
Approved by Authorized Representative

CUMMINS SOUTHERN PLAINS, LLC
Approved by Authorized Representative

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

E-Mail: _____

Person signing for customer is (Check one): ☐ Principal ☐ Owner ☐ Authorized Representative of Principal or Owner ☐ Agent of Customer

TERMS AND CONDITIONS

1. MAINTENANCE SCHEDULE. Maintenance services under this Contract will be performed between 8:00 a.m. and 5:00 p.m. Monday through Friday, exclusive of holidays recognized by the Company (normal hours) on dates agreed and scheduled by the parties. Services scheduled outside of these normal hours incur additional charges above the contract amount stated on the front of this proposal. Customer must notify Company of any circumstances which could prevent the completion of scheduled maintenance events. Failure to notify Company at least twenty-four (24) hours before the scheduled service time may result in a trip charge equal to one inspection service event.
2. CUSTOMER RESPONSIBILITIES. Customer agrees to provide a safe work place for the Company's personnel and unrestricted and safe access to the Units. Customer agrees to comply with all applicable federal, state and local laws, ordinances, and regulations related to the operation of the Units. If technician is unable to fully access Unit to perform scheduled service, in compliance with above, a trip charge equal to one inspection service event may be charged.
3. PARTS AND LABOR WARRANTY. All parts used in connection with services performed under this contract are warranted for a period of ninety (90) days from the date the parts are added to Unit. In no event does the addition of parts modify or extend any warranty on the equipment serviced under this contract. Company warrants the workmanship in connection with the services performed under this contract for a period of six (6) months from the date of the most recent maintenance inspection of a Unit. SECTION 3 HEREOF SETS FORTH THE ONLY WARRANTY APPLICABLE TO THE SERVICES AND PARTS PROVIDED UNDER THIS AGREEMENT. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES, STATUTORY OR OTHERWISE, AND COMPANY HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES OF NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY.
4. INDEMNIFICATION. COMPANY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ALL THIRD-PARTY CLAIMS AND LOSSES (INCLUDING COSTS OF DEFENSE AND REASONABLE ATTORNEYS' FEES) OF ANY NATURE ARISING OUT OF, RESULTING FROM, OR RELATING TO INJURY OR DEATH OF PERSONS OR PHYSICAL LOSS OF OR DAMAGE TO PROPERTY OF PERSONS TO THE EXTENT CAUSED BY COMPANY'S NEGLIGENCE OR WILLFUL MISCONDUCT IN CONNECTION WITH THE PERFORMANCE OF COMPANY'S OBLIGATIONS UNDER THIS AGREEMENT.
5. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CUSTOMER FOR (i) ANY LOST PROFITS, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES FOR ANY CLAIMS ARISING OUT OF THIS AGREEMENT OR THE BREACH OF THESE TERMS AND CONDITIONS, WHETHER SUCH CLAIMS ARE IN TORT, CONTRACT, OR OTHERWISE; (ii) ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT DURING THE TWELVE- (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE; OR (iii) ANY AMOUNTS OTHERWISE RECOVERED FROM CUSTOMER'S INSURANCE CARRIER RELATING TO THE CAUSE OF ACTION. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS THE LIABILITY OF COMPANY FOR DEATH OR PERSONAL INJURY CAUSED BY COMPANY'S NEGLIGENCE OR WILLFUL MISCONDUCT.
6. FORCE MAJEURE. The Company will not be liable for any loss, damage, or delay due to any cause beyond its reasonable control, including, but not limited to, acts of government, labor disputes, strikes, lockouts, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God. Within a reasonable time following the end of such force-majeure event, any service event not performed because of such force-majeure event will be rescheduled at a time mutually agreeable to Customer and Company, in accordance with other terms of this contract.
7. PAYMENTS. Customer will pay the Company's invoices "Net 30 Days" after the date of the invoice. All payments are made to Company may be in the form of a check or an electronic funds transfer, provided Customer is found by Company to have suitable creditworthiness. If Customer is determined, in the sole discretion of the Company, to be an unacceptable credit risk, Customer agrees to pay for the services under this contract with either a credit card accepted by the Company, a cashier's check, or an electronic funds transfer to a bank account designated by Company. Customer agrees to pay interest from the date payments are due at the rate of 1.5% per month or the highest legally permitted rate, whichever is less, on any balance more than thirty (30) days past the due, together with all costs (including, but not limited to, attorneys' fees) incurred by the company to collect overdue amounts.
8. TERMINATION OF CONTRACT. Customer agrees to provide the Company with a written notice of termination thirty (30) days prior to cancelling the services under this contract. Customer agrees to pay for any services performed by Company through the termination date. Company may terminate this Agreement if (i) Customer commits a material breach of any of its obligations which are not remedied within a period of thirty (30) days from date of notice of such breach; (ii) upon the commencement by or against either party of a case, proceeding, or other action (a) under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors or (b) seeking appointment of a receiver, trustee, custodian, conservator, or similar official for it or for all, or substantially all, of its assets; (iii) if either party shall generally not, or shall be unable to or shall admit in writing its inability to, pay its debts as they become due; (iv) a secured lender to Customer takes any steps to obtain possession of the property on which it has security or otherwise to enforce its security; or (v) Customer ceases or threatens to cease to carry on business.
9. NOTICE. Any notice to be given to Customer under this contract shall be in writing and sent to the address shown on the front of this Proposal or such other address as specified in writing. Any notice to be given to the Company under this contract shall be in writing and sent to: Cummins Southern Plains, LLC, 4855 Mountain Creek Parkway, Dallas, Texas 75236-4603 Attention: Director of Power Generation Service & Service Engineering. Any such notices will be deemed given three (3) days after date mailed via certified mail with return receipt requested via the United States Postal Service or the day following date sent via a nationally recognized overnight courier service.
10. APPLICABLE LAW. This contract shall be interpreted under the Laws of the State of Texas, without regard to its conflict of laws provision. Should any legal disputes arise regarding this contract which must be settled through the court system, Customer agrees that all litigation will be heard through federal or state courts in Tarrant County, Texas.
11. ASSIGNMENTS. This contract may not be assigned by either Customer or Company to another entity or person without the prior written consent of the other party.
12. SEVERABILITY. If any provision of this contract is held to be invalid or unenforceable, such provision shall be struck from this contract. Such action shall not affect the validity or enforceability of any other provision of this contract. All other provisions shall remain in full force and effect.