



Sales and Service

January 8, 2018

City Of Boerne
Po Box 1677
Boerne, TX 78006

Re: Planned Maintenance Quote

Attention : Bob Vogel

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,

Travis L Neely



Sales and Service

SAN ANTONIO BRANCH
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: 24-MAY-17
PO BOX 1677	Phone: 830 249-9511	Quote Expires: 11-APR-19
Boerne, TX 78006	Fax: 830 249-9264	Quote Num: 42608
	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-POLICE STATION #2	124 OLD SAN ANTONIO RD	BOERNE	TX	78006
8	PMA-BUCKSKIN STORAGE TANK	108 BUCKSKIN RD	BOERNE	TX	78006
9	PMA-SURFACE WTP	106 RANGER CREEK RD	BOERNE	TX	78006
10	PMA-NEW WWTP 2	35 OLD SAN ANTONIO RD	BOERNE	TX	78006

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	B100099084	ONAN	GEN SET	230.0DSGAD	B100099084	230KW
1	OLYMPIAN	OLYMPIAN	GEN SET	RF51213	OLY00000PD40113	60KW
2	2083079	GENERAC	GEN SET	5256960200	15668	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	2103572	GENERAC	GEN SET	11249700500	2103572	150KW
8	2079388	GENERAC	GEN SET	4451060100	2079388	275KW
9	86764	STEWART & STEVENS	GEN SET	4GDT-140	86764	140KW
10	SGM32DZBV	KOHLER	GEN SET	400REOZJB	SGM32DZBV	400KW

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	B100099084	FULL SRV W/LOAD BANK 2 HR	1	1,095.50	1,095.50
		INSPECTION	1	196.00	196.00
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

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

This Agreement, when accepted by Customer's signature on the front side of this Agreement will constitute the entire and exclusive contract between Company and Customer for the services outlined herein. This contract supersedes any and all prior or contemporaneous oral or written representations or agreements not incorporated in this contract. Any purchase order issued by Customer in connection with the services to be provided under this contract 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 Agreement, 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 Agreement. 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 Agreement.

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 these normal hours incur charges above the contract amount stated on the front of this Agreement.

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. ARTICLE 3 HEREOF SETS FORTH THE ONLY WARRANTY APPLICABLE TO THE SERVICES AND PARTS PROVIDED UNDER THIS CONTRACT. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, 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 CONTRACT.

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 CONTRACT 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 CONTRACT 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 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 Company, a cashier's check, or an electronic funds

transfer in 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 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 Pkwy, Dallas, TX 75236-4603, Attn: Director of Power Generation Service. Any such notice 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 all litigation will be heard through federal or state courts in Tarrant County, Texas.

11. ASSIGNMENTS. This contract may not be assigned by Customer to another entity or person without the prior written consent of Company.

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.



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5	25997-1-04-98	FULL SRV W/LOAD BANK 2 HR		1	797.75	797.75
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		INSPECTION		1	277.00	277.00
7	2103572	FULL SRV W/LOAD BANK 2 HR		1	1,023.50	1,023.50
		INSPECTION		1	277.00	277.00
8	2079388	FULL SRV W/LOAD BANK 2 HR		1	1,172.25	1,172.25
		INSPECTION		1	277.00	277.00
9	86764	FULL SRV W/LOAD BANK 2 HR		1	1,016.00	1,016.00
		INSPECTION		1	277.00	277.00
10	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

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	Cust Id: 173440	Quoted By: Travis L Neely
		Quote Term: 1 Year(s)

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

Standard Agreement Amount	\$15,198.75
Proposal Total	\$15,198.75

Customer Approval

Signature: _____

Date: _____

CUMMINS SOUTHERN PLAINS, LLC

Signature: _____

Date: _____

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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 Pkwy, Dallas, TX 75236-4603, Attn: Director of Power Generation Service. Any such notice 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 all litigation will be heard through federal or state courts in Tarrant County, Texas.

11. ASSIGNMENTS. This contract may not be assigned by Customer to another entity or person without the prior written consent of Company.

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.



**Sales and
Service**

Generator Planned Maintenance

Scope of Work



Inspection

- Check engine oil and coolant for proper levels and condition.
- Check air filter and crankcase breathers. Replace with customer's approval (Add. Cost)
- Check and adjust belts as required.
- Check genset for loose, bare broken wiring or connections.
- Check governor operation, stability linkage and oil.
- Check fuel tanks, pumps and lines for leaks or damage.
- Check engine, heaters, radiator, hoses and heat exchanger for leaks and condition.
- Check inlet screen if water is supplied other than a radiator.
- Check condition of batteries (load test) electrolyte level and charge rate.
- Start and run engine, check temperatures and pressures.
- Check unit for proper frequency/speed, voltage and amperage.
- Submit a report to owner, and advise of any further work required.

Full Service

- Replace engine lubricating oil and remove used oil from premises.
- Replace oil, fuel and coolant filters, add corrosion inhibitor as needed.
- Replace lube oil in hydraulic governors (if applicable.)
- Natural Gas/LPG fueled engines – check all spark plugs, ignition condenser, cap rotor, wires, and points. Replace when necessary, with customer's approval. (Additional cost)
- Check air filter and crankcase breathers. Replace with customer's approval. (Additional cost)
- Check and adjust belts as required.
- Check genset for loose, bare broken wiring or connection.
- Check governor operation, stability, linkage and oil.
- Check fuel tanks, pumps and lines for leaks or damage.
- Check engine, heaters, radiator, hoses and heat exchanger for leaks and condition.
- Check inlet screen if water is supplied other than a radiator.
- Check condition of batteries electrolyte level and charge rate.
- Start and run engine, check temperatures and pressures.
- Check unit for proper frequency/speed, voltage and amperage.
- Submit a report to owner, and advise of any further work required.

Optional Services

Load Bank Service

A well planned preventative maintenance program is vital to the reliable operation of any standby generator. Load bank testing is an essential part of this program. A Load bank provides a controlled electrical load to ensure the reliable operation of the emergency power source during a utility failure.



Benefits of Load Bank Service:

- Checks the operation and efficiency of the generator and the engine
- Verification of generator output versus load requirements
- Remove internal engine carbon build-up, and reduce exhaust smoke and fumes
- Reduce engine exhaust “wet stacking” problems, and decrease oil consumption
- Re-seat engine piston rings and reduce fuel deposits
- Induces heat to prevent moisture build-up on internal parts
- Meet NFPA 110 or Joint Commission requirements

Transfer Switch Inspection

Maintaining the transfer switch is critical to insuring the functionality of a power system. The switch must function properly to transfer the power source from utility power to emergency power when needed.



Transfer Switch Inspection Includes:

- Inspect the overall physical and mechanical condition
- Clean the interior and exterior of the cabinet
- Inspect all operating linkage for bending and insure that all bearing points operate freely
- Lubricate the transfer switch mechanism (where applicable)
- Visual check of all contactors and lugs
- Check and inspect all time delays, set to customer specifications
- Operate transfer switch and verify transfer to emergency power (where authorized)

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