



4/9/2020

CHRISTIAN VALLEY PARK CSD
PO BOX 6857
AUBURN, CA 95604
RE: Planned Maintenance Proposal

Dear Gerry Labudde,

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. Should you have any questions or require additional information on any subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

Bernard Lapos

Bernard Lapos
Territory Manager
Office: 916-376-1509
Cell: (916) 765-1257
Email: bernie.lapos@cummins.com



Cummins Inc.
 875 Riverside Pkwy.
 W. Sacramento, CA 95605
 Phone: (916) 371-0630
 Fax:

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information	
CHRISTIAN VALLEY PARK CSD	Name: Gerry Labudde	Quote Date:	4/9/2020
PO BOX 6857	Phone: (530) 878-8050	Quote Expires:	6/8/2020
AUBURN, CA 95604	Cell: (530) 906-5181	Quote ID:	QT-7429
Customer #: 2012489	Fax:	Quoted By:	Bernard Lapos
Payment Type: Pay As You Go	E-mail: glabuddde@hydros-engineering.com	Quote Term:	3 Year

Site Name: Christian Valley Park CSD

(PO BOX 6857 AUBURN CA 95604)

Unit Name: Standby Generator
 Make: Cummins
 Model: 85GGHG-573453E
 S/N: G050806852
 Size: 85kW
 ATS Qty: 1
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	April	Full Service	1	\$978.99	\$978.99
1	April	Loadbank (1 Hrs)	1	\$407.42	\$407.42
1	April	Install Battery Charger	1	\$285.29	\$285.29
1	April	Replace Eng. Block Heater	1	\$478.27	\$478.27
1	April	Install Gen. Run Relay	1	\$227.97	\$227.97
1	April	Replace ATS Membrane	1	\$618.10	\$618.10
1	April	Install Security Key Switch in ATS	1	\$482.18	\$482.18
				Year 1 Total:\$3,478.22	
2	April	Full Service	1	\$1,001.52	\$1,001.52
2	April	Loadbank (1 Hrs)	1	\$416.64	\$416.64
				Year 2 Total:\$1,418.16	
3	April	Full Service	1	\$1,024.73	\$1,024.73
3	April	Loadbank (1 Hrs)	1	\$426.14	\$426.14
				Year 3 Total:\$1,450.87	

Total Agreement Amount:* **\$6,347.24**
**Quote does not include applicable taxes*



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CHRISTIAN VALLEY PARK CSD PO BOX 6857 AUBURN, CA 95604 Customer #: 2012489 Payment Type: Pay As You Go	Name: Gerry Labudde Phone: (530) 878-8050 Cell: (530) 906-5181 Fax: E-mail: glabuddde@hydros-engineering.com	Quote Date: 4/9/2020 Quote Expires: 6/8/2020 Quote ID: QT-7429 Quoted By: Bernard Lapos Quote Term: 3 Year

Total Agreement Amount:* **\$6,347.24**
**Quote does not include applicable taxes*

Total Agreement Amount Does Not Include Applicable Taxes. Please Email PMTEAM@cummins.com for invoice total prior to sending payment.

Selection Required for Load Bank Test
 Readings will be taken every 15 minutes, unless otherwise specified.
 *If no selection is made, we will perform this option by default

*80% of the EPS nameplate kW rating for 1 continuous hour

Other – Please Specify _____

Please return signed agreement to:
 Cummins Sales and Service
 3061 S. Riverside Ave.
 Bloomington, CA 92316
 Fax: (909) 879-8236
 Email: PMTEAM@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-7429)	Cummins Inc. Approval
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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. In the event of any inconsistency between this Agreement and any purchase order, terms and conditions or other document produced or delivered by Customer, the terms and conditions of this Agreement shall take precedence.

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.

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 licence 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.



Generator Planned Maintenance Scope of Services

The following items are included in a typical Planned Maintenance Agreement (PMA):

Scheduled Checks

Cooling System

- Radiator air restriction
- Condition of hoses and connection leaks
- Antifreeze and coolant conditioner concentration
- Condition and tension of belts
- Ensure motor-operated louvers are working properly
- Pressure Testing

Air intake System

- Visually check for leaks, holes, and loose connections/clamps

Exhaust System

- Visually check for leaks and restrictions
- Drain condensation trap

Electrical System

- Review meters for proper operation
- Specific gravity of battery liquid

Fuel System

- Proper fuel levels
- Fuel transfer pump

Annual Checks

Maintenance

- Change oil
- Oil sample (optional)
- Change filters
- Disposal of used oil and filters

Diesel Engine Checks

- Starter and all wiring
- Oil and coolant levels

Generator

- End bearing
- A.C. wiring
- Exciter stator
- Overspeed switch
- Cooling air
- Breakers

Engine Running

- Oil Pressure
- Leaks
- Alternator output
- Alarm
- Record A.C. output
- Frequency
- Amps under load

Intake and Exhaust Check

- Air cleaner
- Turbocharger
- Muffler and traps
- Leaks
- Breather
- Flex pipe
- Rain cap

Natural Gas and Gasoline Engine Checks

- Spark plugs
- Distributor wires
- Points and condenser
- Cap and rotor
- Starter and all wiring
- Oil and coolant levels

Controls

- Voltage regulator
- Wiring and relays
- Engine monitors
- Bulbs

Coolant System Check Only

- Antifreeze
- Radiator and cap
- Hoses and heater
- Belts and tension
- Louvers
- Coolant sample (optional)
- Leaks
- DCA level

Transfer Switch

- Time delays (adjust as needed)
- Exerciser clock (reset as needed)
- Clean cabinet
- Building load test (if permitted)

Fuel System

- Leaks
- Day tank - float switch pump
- Governor linkage
- Check for water in system

Semi Annual Checks

Battery and Charger

- Specific gravity test
- Clean corrosion as needed
- Adjust charger output as needed

Request Service: **1-800-CUMMINS**
salesandservice.cummins.com