BOARD OF PUBLIC WORKS AND SAFETY
CITY OF NOBLESVILLE

DATE: NOVEMBER 7, 2017

PREVIOUSLY DISCUSSED ITEMS

NEW ITEMS FOR DISCUSSION XXX

MISCELLANEOUS

ITEM# #2

SOURCE:

DOCUMENTS PREPARED BY: ASSISTANT CHIEF MITCHELL

VERBAL:

INFORMATION ATTACHED: XXX

NO PAPERWORK AT TIME OF PACKETS:

BRING PAPERWORK FROM PREVIOUS MEETING:

MEMORANDUM

TO: MEMBERS OF THE BOARD OF WORKS

FROM: MATT MITCHELL, ASSISTANT FIRE CHIEF

DATE: NOVEMBER 7, 2017

IN RE: NFD IS REQUESTING BOARD TO CONSIDER ENTERING INTO A 3 YEAR AGREEMENT FOR ENGINE AND POWER GENERATION SYSTEM MAINTENANCE WITH CUMMINS SALES AND SERVICE.

The Noblesville Fire Department is requesting the Board to consider entering into a 3 year agreement for Power Generation System Maintenance with Cummins Sales and Service.

Your consideration with regard to this matter would be greatly appreciated.

Thank you,

MJM:tmw

135 South 9th Street
Noblesville, Indiana 46060

p: 317.776.6336
f: 317.776.6376

Sales and Service

10/30/2017

Noblesville Fire Departme
135 South 9th Street
Noblesville, IN 46060
RE: Planned Maintenance Proposal

Dear Matt Mitchell,

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,

Ryan Richardson

Ryan Richardson
Territory Manager - Planned Equipment Maintenance
Office: (317) 484-2181
Cell: (317) 995-2311
Email: richardson.ryan@cummins.com

Cummins Inc.
3621 West Morris Street
Indianapolis, IN 46241
Phone: (317) 244-7251
Fax: (317) 240-1215

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information	
Noblesville Fire Departme	Name: Matt Mitchell	Quote Date:	10/30/2017
135 South 9th Street	Phone: (317) 776-6336 x-1412	Quote Expires:	12/29/2017
Noblesville, IN 46060	Cell:	Quote ID:	QT-2512
Customer #: 464416	Fax: (317) 7766372	Quoted By:	Ryan Richardson
Payment Type: Pay As You Go	E-mail: mmitchell@noblesville.in.us	Quote Term:	3 Year

Site Name:FIRE STATION # 71
(135 SOUTH 9TH STREET NOBLESVILLE IN 46060)

Unit Name: GENSET
Make: Onan
Model: DSHAD
S/N: J140760848
Size: 230kW
ATS Qty: 0
Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	January	Inspection	1	$218.40	$218.40
1	July	Full Service	1	$496.19	$496.19
				Year 1 Total:$714.59	
2	January	Inspection	1	$218.40	$218.40
2	July	Full Service	1	$496.19	$496.19
2	July	Loadbank (4 Hrs)	1	$718.00	$718.00
				Year 2 Total:$1,432.59	
3	January	Inspection	1	$218.40	$218.40
3	July	Full Service	1	$496.19	$496.19
3	July	Battery	1	$284.52	$284.52
				Year 3 Total:$999.11	

Site Name:FIRE STATION #72
(400 SOUTH HARBOUR DRIVE ATTN: MATT MITCHELL NOBLESVILLE IN 46060)

Unit Name: C020339684
Make: Onan
Model: GGHF-5553276
S/N: C020339684
Size: 70kW
ATS Qty: 2
Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	January	Inspection	1	$218.40	$218.40
1	July	Full Service	1	$272.02	$272.02
				Year 1 Total:$490.42	
2	January	Inspection	1	$218.40	$218.40
2	July	Full Service	1	$272.02	$272.02
2	July	Loadbank (4 Hrs)	1	$686.00	$686.00
				Year 2 Total:$1,176.42	
3	January	Inspection	1	$218.40	$218.40
3	July	Full Service	1	$272.02	$272.02
3	July	Battery	1	$187.53	$187.53
				Year 3 Total:$677.95	

Site Name:FIRE STATION #73
(2101 GREENFIELD AVENUE NOBLESVILLE IN 46060)

Unit Name: 776998
Make: Kohler
Model: 20RZ

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	January	Inspection	1	$166.55	$166.55

S/N:	776998
Size:	20kW
ATS Qty:	0
Notes:	

1	July	Full Service	1	$165.66	$165.66
				Year 1 Total:$332.21	
2	January	Inspection	1	$166.55	$166.55
2	July	Full Service	1	$165.66	$165.66
2	July	Loadbank (4 Hrs)	1	$626.00	$626.00
				Year 2 Total:$958.21	
3	January	Inspection	1	$166.55	$166.55
3	July	Full Service	1	$165.66	$165.66
3	July	Battery	1	$141.28	$141.28
				Year 3 Total:$473.49	

Site Name:FIRE STATION #74
(20777 HAGUE ROAD NOBLESVILLE IN 46060)

Unit Name:	356333
Make:	Kohler
Model:	35RZ8Z
S/N:	356333
Size:	35kW
ATS Qty:	0
Notes:	

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	January	Inspection	1	$166.55	$166.55
1	July	Full Service	1	$262.29	$262.29
				Year 1 Total:$428.84	
2	January	Inspection	1	$166.55	$166.55
2	July	Full Service	1	$262.29	$262.29
2	July	Loadbank (4 Hrs)	1	$645.00	$645.00
				Year 2 Total:$1,073.84	
3	January	Inspection	1	$166.55	$166.55
3	July	Full Service	1	$262.29	$262.29
3	July	Battery	1	$187.53	$187.53
				Year 3 Total:$616.37	

Site Name:FIRE STATION #75
(10170 EAST 191ST STREET NOBLESVILLE IN 46060)

Unit Name:	GENSET
Make:	Onan
Model:	GGHH
S/N:	I040691065
Size:	100kW
ATS Qty:	0
Notes:	

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	January	Inspection	1	$218.40	$218.40
1	July	Full Service	1	$272.02	$272.02
				Year 1 Total:$490.42	
2	January	Inspection	1	$218.40	$218.40
2	July	Full Service	1	$272.02	$272.02
2	July	Loadbank (4 Hrs)	1	$686.00	$686.00
				Year 2 Total:$1,176.42	
3	January	Inspection	1	$218.40	$218.40
3	July	Full Service	1	$272.02	$272.02
3	July	Battery	1	$187.53	$187.53
				Year 3 Total:$677.95	

Site Name:FIRE STATION #76
(16800 HAZEL DELL ROAD NOBLESVILLE IN 46060)

Unit Name:	2080725
Make:	Generac
Model:	4636100100
S/N:	2080725
Size:	230kW
ATS Qty:	0

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	January	Inspection	1	$218.40	$218.40
1	July	Full Service	1	$562.51	$562.51
				Year 1 Total:$780.91	
2	January	Inspection	1	$218.40	$218.40

Notes:

2	July	Full Service	1	$562.51	$562.51
2	July	Loadbank (4 Hrs)	1	$756.00	$756.00
				Year 2 Total:$1,536.91	
3	January	Inspection	1	$218.40	$218.40
3	July	Full Service	1	$562.51	$562.51
3	July	Battery	1	$344.75	$344.75
				Year 3 Total:$1,125.66	

Site Name:FIRE STATION #77

(15251 OLIO ROAD ATTN: GREG NOBLESVILLE IN 46060)

Unit Name:	2101828
Make:	Generac
Model:	10823630100
S/N:	2101828
Size:	300kW
ATS Qty:	0
Notes:	

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	January	Inspection	1	$218.40	$218.40
1	July	Full Service	1	$562.51	$562.51
				Year 1 Total:$780.91	
2	January	Inspection	1	$218.40	$218.40
2	July	Full Service	1	$562.51	$562.51
				Year 2 Total:$780.91	
3	January	Inspection	1	$218.40	$218.40
3	July	Full Service	1	$562.51	$562.51
3	July	Battery	1	$344.75	$344.75
				Year 3 Total:$1,125.66	

Total Agreement Amount:* **$17,849.79**

Quote does not include applicable taxes

Sales and Service

Cummins Inc.
3621 West Morris Street
Indianapolis, IN 46241
Phone: (317) 244-7251

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information	
Noblesville Fire Departme	Name: Matt Mitchell	Quote Date:	10/30/2017
135 South 9th Street	Phone: (317) 776-6336 x-1412	Quote Expires:	12/29/2017
Noblesville, IN 46060	Cell:	Quote ID:	QT-2512
Customer #: 464416	Fax: (317) 7766372	Quoted By:	Ryan Richardson
Payment Type: Pay As You Go	E-mail: mmitchell@noblesville.in.us	Quote Term:	3 Year

Total Agreement Amount:* **$17,849.79**

Quote does not include applicable taxes

Comment: **Service Schedule:**

Full Services: July 2018, 19, 20
Inspections: Jan 2019, 20, 21
4HR Load Bank Tests: July 2019
Battery Replacement: July 2020

Total Agreement Amount Does Not Include Applicable Taxes. Please call (317) 244-7254 or Email pmadmin@cummins.com for invoice total prior to sending payment.

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. Details of this provision are listed in the "Planned Equipment Maintenance Agreement Terms and Conditions". If you do not wish to participate in the auto renew option, please check the box below to opt out.

☐ Opt out of Automatic Renewal.

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

☐ *Combined Annual and 36 Month Load Bank Test, NFPA 110, 8.4.9 The generator set will be loaded to a load factor of not less than 50% of the EPS kW nameplate rating for 30 minutes, load will then be increased to a load factor not less than 75% of the EPS kW nameplate rating for 60 minutes. The remaining 2.5 hours the generator will be loaded to a load factor of not less than 30% of the EPS kW rating for a total run time of 4 continuous hours.

☐ 30% of the EPS nameplate kW rating for 30 minutes, followed by 50% of the EPS nameplate kW rating for 30 minutes, followed by 75% of the EPS nameplate kW rating for 180 minutes for a total of 4 continuous hours

☐ 80% of the EPS nameplate kW rating for 4 continuous hours

☐ Other – Please Specify _____

Please return signed agreement to:
Cummins Inc.
Attn: PEM Administration Group
2601 Fortune Circle E Drive, 300C
Indianapolis, IN 46241
Phone: (317) 244-7254
Fax: (317) 486-5282
Email: pmadmin@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-2512)	Cummins Inc. Approval
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. and supersedes any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins Inc. 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 supplemental documentation. Cummins Inc. shall provide the Services in a safe and workmanlike manner. Cummins Inc. has licenses, permits, authorizations, or registrations necessary to perform the Services. Unless otherwise indicated in the Quote, Cummins Inc. 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 Inc.' operations.

Customer shall provide Cummins Inc. safe access to Customer's site and arrange for all related services and utilities necessary for Cummins Inc. 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 for any and all safety issues that an electrical service interruption might cause, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services.

2. PAYMENT TERMS. If Customer has approved credit, as determined by Cummins Inc., payment terms are net thirty (30) days from the date of invoice unless otherwise specified in the Quote. If payment is not received when due, in addition to any rights Cummins Inc. has under the law and charges that Cummins Inc. may levy against Customer under statue (including attorney fees and costs of collection), Cummins Inc. may charge Customer eighteen percent (18%) annually, or the maximum amount allowed by law, on late payments. If Customer does not have approved credit payment shall be due immediately at the time of invoice.

3. DELAYS. Cummins Inc. shall not be liable for any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins Inc.' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, labor disputes, and/or union mandated procedures resulting in a loss of time and productivity in services being performed.

4. WARRANTY. Limited warranties apply for select parts and components as defined by the respective component manufacturer's limited warranties. 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, Cummins Inc.' obligation shall be limited to correcting the defective workmanship. Cummins Inc. shall correct the nonconforming Services where (i) such nonconformity becomes apparent to Customer during the warranty period; (ii) Cummins Inc. receives written notice of any nonconformity within thirty (30) days following discovery by Customer; and (iii) Cummins Inc. has determined that the Services are nonconforming. Services corrected or re-performed shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during correction or re-performance of Services 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 4 shall not be deemed to have failed of their essential purpose so long as Cummins Inc. is willing to correct defective Services or refund the purchase price therefor.

5. LIMITATIONS ON WARRANTIES AND REMEDIES.

Cummins Inc. expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness of a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Cummins Inc. Some states do not allow limitation on warranties, so these limitations may not apply to you.

THE MAXIMUM LIABILITY, IF ANY, OF EITHER PARTY FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, AGREEMENT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING FROM CUMMINS INC.' INDEMNITY HEREUNDER, BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE SERVICES PAID BY CUSTOMER UNDER THIS AGREEMENT WHICH SHALL BE THE SOLE REMEDY UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, DAMAGE TO GOODWILL) HOWSOEVER CAUSED ARISING FROM THIS AGREEMENT OR THE BREACH OF THIS AGREEMENT, WHETHER IN INDEMNITY, TORT, CONTRACT, OR OTHERWISE. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS INC. FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

6. INDEMNITY. Each party shall indemnify and hold harmless the other party, its affiliates, subsidiaries, officers, directors, agents and employees from and against any and all third party losses, costs, liabilities, damages and expense, including reasonable attorney and expert fees (collectively, "Losses"), subject to the limitations on claims and damages in Section 5, attributable to bodily injury or property damage to the extent it is conclusively determined that such Losses were directly caused by the gross negligence or willful misconduct of such party. The party seeking indemnification shall give written notice to the other party promptly upon learning of the events giving rise to such claim; provided, however, that failure to provide such notice promptly shall only relieve an indemnifying party of its obligations hereunder to the extent it is prejudiced by such delay. The indemnifying party shall select counsel to control and manage the defense of a claim and the settlement thereof and shall keep the indemnified party apprised of all material developments with respect to such claim. The indemnified party may, at its expense, select additional co-counsel. The indemnifying party shall have no obligation to indemnify or hold harmless the indemnified party for any Losses conclusively determined to be caused by the negligence or willful misconduct of the indemnified party.

7. 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.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State in which services are to be rendered or performed without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State in which services are to be rendered or performed and shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

9. INSURANCE. Upon Customer's request, Cummins Inc. will provide to Customer a Certificate of Insurance evidencing Cummins Inc.' relevant insurance coverage.

10. 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 Inc.

11. IP. Any intellectual property rights created by Cummins Inc. in the course of the performance of any Agreement or otherwise shall remain Cummins Inc.' property. Nothing in these conditions shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins Inc.

12. MISCELLANEOUS. Cummins Inc. 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.

13. **Termination.** Either party has the right, to terminate this Agreement within thirty (30) days prior notice, unless the work has already been performed and completed.

Crosspoint

Power Generation System Planned Equipment Maintenance

Scope of Services

INSPECTION
(MONTHLY, QUARTERLY, OR ONE-TIME PER YEAR)

Battery & Battery Charger System
- Check battery charger functions
- Cable connections, termination cleanliness and security
- Check electrolyte level, vent caps of all cells in the starting batteries
- Battery Conductance Test

Fuel System
- Inspect main tank/day tank fuel level
- Inspect day tank controls and pumps. Test operate day tank controls (where available)
- Inspect all fuel hoses, clamps, pipes, components, and fittings
- Inspect governor linkage
- Visually inspect rupture/containment basin
- Water in Fuel Test - Sub-base, day tanks
- Optional - fuel sample for laboratory analysis*

Engine Cooling System
- Inspect all hoses and clamps for leaks, coolant level and condition
- Inspect radiator cap and filler neck condition
- Inspect drive belts, observe alignment and deflection
- Observe coolant heater operations
- Utilize DCA test strip to record coolant properties
- Inspect radiator surfaces, shrouds, and barriers for obstruction
- Visually inspect low temperature after cooler coolant
- Optional –coolant sampling*

Engine & Lubrication System
- Inspect lubrication system (visually check oil level)
- Inspect crankcase ventilation system
- Inspect spark ignited ignition system

Intake/Exhaust System
- Inspect air cleaner element and entire intake system
- Inspect exhaust system and rain cap
- Inspect louver operations

Generator Controls & Power Connections
- Visually inspect all engine mounted wiring, senders, and devices
- Visually inspect all control mounted components and wiring
- Lamp test all lights and indicators
- Visually inspect breaker and power connections
- Manually operate generator main breaker(s) open and closed*

*NOTE: Will not exercise breakers or contactors on a paralleling device.

Generator Operations
- Start and observe generator and equipment operations
- Verify engine and generator safeties for proper operation
- System test with or without load

Automatic Transfer Switch
(Paralleling Switchgear, Bypass Switchgear, Manual Transfer Switches)
- Visually inspect all power and control wiring
- Visually inspect switch mechanism and enclosure
- Visually inspect controls and time delays settings
- Verify function of exercise clock
- Replace control battery-annually (if applicable)

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, lovejoy and other shaft connecting hardware

Lubrication Oil and Filtration Service
- Change engine lubrication oil
- Change primary lubrication and bypass filters
- Change fuel filters
- Post lube service operation of genset (unloaded) at rated temperature
- Optional - oil sample for laboratory analysis*

*Additional Charge

Additional Services and Repairs

Any additional repairs, parts or services 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 Crosspoint, LLC. Any additional repairs, maintenance or service performed by Cummins Crosspoint, LLC for a Planned Equipment Maintenance Agreement holder will be at current Cummins Crosspoint, LLC labor rates.

©2012 Cummins Crosspoint