AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Planned Maintenance Agreement; Cummins Rocky Mountain, LLC; Regular Maintenance and Inspection of Generator at Public Safety Center; 7/1/14 thru 6/30/15; $1,621.50

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Rocky Mountain Cummins

Term Begins: 7/1/14 **Term Ends:** 6/30/2015 **Grant Contract #:**

Summary:
Renewal of our maintenance agreement with Rocky Mountain Cummins for regular maintenance and inspection of the generator at Public Safety

Fiscal Impact: None, already budgeted

Submitted by: John Cattles **Submitter's Email Address:** jcattles@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Cost included in 2014 adopted budget.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/23/2014

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 6/24/2014 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 6/24/2014

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 7/1/2014 Follow Up Agenda Date:

Revised April 2013

Rocky Mountain

RENEWAL AGREEMENT

GRAND JUNCTION BRANCH
731 SCARLET DR
GRAND JUNCTION, CO 81505
Phone: 970-242-5776

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact		Quote Information	
GUNNISON COUNTY	Contact:	John Cattles	Quote Date:	06-JUN-14
200 E VIRGINIA AVE	Phone:	970 2750768	Quote Expires:	06-JUN-15
Gunnison, CO 81230	Fax:	970 641-8120	Quote Num:	24930
	Cust Id:	6432003	Quoted By:	Melissa L Guillen
			Quote Term:	1 Year(s)

Site Information

1	GUNNISON COUNTY	510 W BIDWELL AVE	GUNNISON	CO	81230

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	PS BLDG JAIL	ONAN	GEN SET	300 DQHAB	E110212291	ST

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	PS BLDG JAIL	FULL SERVICE	1	1,027.00	1,027.00
		INSPECTION	1	594.50	594.50

QUOTED PRICING IS BASED ON WEEKDAYS DURING NORMAL BUSINESS HOURS.
AGREEMENT TERMS 07/01/14 - 06/30/15
**QUOTE DOES NOT INCLUDE TAX IF ANY OR APPLICABLE.

Standard Agreement Amount	**$1,621.50**
Proposal Total	**$1,621.50**

NOT AN INVOICE

Purchase order #: --------

Please provide name and e-mail address for each site contact.
Site: PSC Name: John Cattles 970-275-0768
Email: jcattles@gunnisoncounty.org
Site: PSC Name: Randy Barnes 970-641-1113
Email: rbarnes@gunnisoncounty.org

Optional services available:
* Coolant sample analysis
* Fuel sample analysis
* Oil sample analysis
* Generator rental
**All other work will be performed on a time and material basis.

Customer Approval

Signature: _____

Date: _____

CUMMINS ROCKY MOUNTAIN LLC

Signature: _____

Date: _____

PREVENTIVE MAINTENANCE AGREEMENT
GENERATORS, TRANSFER SWITCHES, FIRE PUMP & INDUSTRIAL ENGINES

OTHER SERVICES
AVAILABLE FROM CRM FOR SEPARATE CHARGE

I. UNSCHEDULED MAINTENANCE PROGRAM
The Unscheduled Maintenance Program shall include work of a non-emergency nature that is beyond the scope of the Preventive Maintenance Program, provided that the required maintenance will not compromise the reliability of the equipment. The Unscheduled Maintenance Program includes work that may be performed on a routine basis between normal business hours. **CRM** will coordinate its work schedule with Owner's designated site supervisor. **CRM** will repair or replace any parts or components of the system which **CRM** believes to be worn or defective or when **CRM** believes repair or replacement is necessary to maintain system reliability and with Owner's approval. Unscheduled Maintenance may be requested by work orders submitted to and accepted by **CRM** in writing.

II. EMERGENCY SERVICE
CRM will provide twenty-four (24) hours per day, three hundred sixty-five (365) days per year "on call" Emergency Service. **CRM** shall respond only to individuals authorized by Owner to order such Emergency Service. If Owner desires such service, the names of such individuals so authorized by Owner shall be attached as Schedule B. Owner may update Schedule B as necessary by creating a new Schedule B, signing and dating it, and delivering the new Schedule B to **CRM**. **CRM** will provide Owner with a telephone number for use by such authorized individuals to request Emergency Service. **CRM** will respond by telephone within two (2) hours after receipt of notification from Owner's authorized individual requesting emergency repairs. Weather and road conditions permitting, **CRM** will dispatch a service technician to the site within four (4) hours if **CRM** determines that a service technician is required on-site.

III. COST
For the services provided by **CRM** to Owner in connection with the Unscheduled Maintenance Program and in connection with Emergency Unscheduled Maintenance Program and in connection with Emergency Service, Owner shall pay **CRM** for parts, mileage and labor as follows:

1. **Parts: CRM** will replace parts at **CRM's** list price, less ten percent (10%)

2. **Mileage:** When **CRM's** motor vehicles are used a standard mileage rate will be charged.

   Standard Mileage Rate:
   $ 3.00 per mile per service vehicle (subject to change based on fuel cost)

3. **Labor:** Between normal business hours, Monday through Friday, **CRM** will charge its standard hourly service rate for each service technician. During any other hours on Monday through Friday, or for work on Saturday, **CRM** will charge One Hundred Fifty percent (150%) of its standard hourly service rate. For work on any Sunday or holiday (attached to this agreement)[need to include day before and after holiday], **CRM** will charge Two Hundred Percent (200%) of its standard hourly service rate. Labor charges include travel time as well as time that **CRM** employees must wait or are delayed at a site. For Emergency Service rendered at a time other than between normal business hours, Monday through Friday, a minimum of two (2) hours of Labor plus Standard Mileage Rate will be charged at the applicable rate.

   Standard Hourly Service Rate:
   $ 126.00 per service person per hour

These rates effective through the first year of the Agreement, thereafter rates are those Standard Rates in effect at the time.

IV.OTHER SERVICES AVAILABLE

1. Generator And Transfer Switch Rentals And Sales
2. Lube Oil, Coolant And Fuel Lab Analysis; Fuel Level Monitoring Management, and Polishing
3. Generator, UPS And Switch Load Bank Testing

PLANNED MAINTENANCE AGREEMENT
GENERATORS, TRANSFER SWITCHES,
FIRE PUMP & INDUSTRIAL ENGINES

A. PURPOSE PREVENTIVE MAINTENANCE

The purpose of preventive maintenance is to keep the Owner's below described equipment in good operating condition, to avoid breakdowns and to perform schedule maintenance and parts replacement before the equipment fails. No service system can prevent all equipment failures, but preventive maintenance will minimize them.

B. EQUIPMENT COVERED

1. Owner's equipment which is covered by the Program is listed on the Planned Maintenance Agreement pricing sheet which is a part of this Agreement.

Owner may add equipment to the Schedule of Equipment by giving written notice to Cummins Rocky Mountain LLC, herein after referred to as CRM, and providing an adequate description of it and its location, is given, subject, however, to **CRM's** right to reject or exclude equipment, which right is described below.

Owner represents that the equipment listed upon the Schedule of Equipment, and any equipment which may be added to the Schedule of Equipment, is in good operating condition at the time it becomes subject to this Agreement.

CRM reserves the right to reject or exclude from this Agreement any equipment which is determined by **CRM's** reasonable judgment as not in good working order or which is of a condition type or manufacture which **CRM** does not normally service. **CRM** will make such determination at the time of the first inspection call.

C. COST OF PROGRAM

The cost to the Owner for the **CRM** Preventive Maintenance Program is set forth on the attached Planned Maintenance Agreement pricing sheet.

D. OTHER SERVICES AVAILABLE

CRM will provide Unscheduled Maintenance and/or Emergency Service for Owner upon request and at additional cost as described herein.

E. TERM

This Agreement shall remain in force for the term noted on the Planned Maintenance Agreement pricing sheet unless either party gives to the other party at least thirty (30) days written notice of termination, which notice shall cause the termination of this Agreement at the end of the thirty (30) day period.

F. MISCELLANEOUS

1. **Workmanship**
   CRM shall furnish all technical and professional services, including labor, materials, supplies, equipment, transporation and supervision necessary to perform the work set forth herein.
   CRM shall furnish competent and skilled personnel to perform the work under this Agreement, so that all of the work performed hereunder will be performed in a good and workmanlike manner,

2. **Proper Maintenance**
   Due to the various types or brands of equipment that could be or are covered by the Agreement, treatment as to each piece of equipment will vary depending on availability of parts, drawing specifications, equipment design and condition. **CRM** suggests that, for less common equipment, Owner establish a spare parts supply to support proper maintenance.

3. **Acts Beyond CRM's Control**
   CRM shall perform all work in accordance with this Agreement except when prevented by Acts of God, strike, lockout, fire, unavoidable casualties, or any other cause beyond **CRM's** control.

4. **Jobsite Safety**
CRM shall take all precautions it deems reasonably necessary for jobsite safety of its employees or agents, and shall provide all reasonable protection necessary to prevent damage, injury or loss at the jobsite by its employees or agents. Upon Owner's request, **CRM** will submit insurance certificates evidencing insurance coverage. While service work is being performed, **CRM** reserves the right to request the continuous presence of an owner's representative when **CRM** deems this to be required. **CRM** technicians will perform a Job Site Safety Analysis and may ask for assistance to remedy any unsafe conditions. **CRM** reserves the right to discontinue service if unsafe conditions persist.

5. **Parties Bound**
This agreement shall be binding on and inure to the benefit of the contracting parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6. **Other Agreements**
This Agreement constitutes the entire agreement among the parties and there are no other terms not contained herein. No variation hereof shall be deemed valid unless in writing and signed by the parties herein. It is hereby acknowledged that all services performed by **CRM** for Owner are subject to this Agreement.

7. **Captions**
Captions of the sections of this Agreement are for the convenience and reference only, and the words contained shall not be held to modify, amplify or aid in the interpretation of this Agreement.

8. **Serverability**
If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement. This Agreement shall be construed as if the Agreement never contained the invalid, illegal or unenforceable provision.

9. **Governing Law**
This Agreement and any amendments to this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, or as mutually agreed upon by both parties.

LIMITED WARRANTY
For ninety (90) days after the date of service, **CRM** agrees to correct, either by repair or replacement, any defects of material or workmanship installed or performed by **CRM** under this Agreement which may develop under normal and proper use. To be effective, Owner must first give written notice within forty-eight (48) hours of Owner's discovery of such defect, and Owner's claim of defect must be substantiated by **CRM** inspection. Repair or replacement by **CRM** shall constitute Owner's sole remedy. **CRM** shall not be responsible for incidental, special or consequential damages, nor shall it be liable for economic loss. **ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED.**

DISCLAIMER
CRM HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES, ECONOMIC LOSS, RESULTING FROM ACTS OR OMISSIONS OF **CRM**. THE LIABILITY OF **CRM** SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE SCHEDULED EQUIPMENT.

INDEMNIFICATION
Owner agrees to indemnify and save **CRM**, it agents and employees, harmless from any and all liability, expenses (including reasonable attorney's fees), costs, damages and/or losses of any kind, including, but not limited to, any arising out of injuries to any person or persons or damage to any property of any kind, occurring on Owner's property and resulting from Owner's negligence or willful misconduct. **CRM** shall indemnify and hold Owner harmless from any and all damage to persons or property arising as a result of **CRM's** negligence or willful misconduct in performing services hereunder.

DESCRIPTION OF GENERATOR AND TRANSFER SWITCH SERVICES

INSPECTION; The primary intent of this service level (also commonly referred to as "minor" and/or "Level 1" service) is to allow the factory certified technician to do a close inspection and test of the generator set and transfer switch(s). Inspection of individual systems is typically performed, e.g. lube oil level and condition, radiator level and field test of DCA concentration of the coolant charge, load test and specific gravity of the batteries, charge rate of the battery charging system, condition of belts and hoses, condition, operability and performance of the jacket water keepwarm system and protective devices (alarms and shutdowns) are all examples of inspection service activity. Included also would be checks and settings of the automatic transfer switch functions, such as, indicator lights function, transfer, retransfer, cooldown and programmed transition settings. Inspection service generally includes; fluid top-off (battery electrolyte, oil and coolant) and replacement of minor items such as indicator lights. Included and highly recommended is functional testing including transfer switch testing to available connected loads. These tests allow for real adjustment of the transfer switch functions and for a close inspection of the generator set performance.

FULL SERVICE; The primary intent of this service level (also commonly referred to as "major" and/or "Level 2" service) is to allow the technician to do all items done at the inspection and perform a full service to the generator set engine generally including but not limited to; change oil and oil filters, general lubrication, change based on condition and/or service the air filter(s) elements (dry type elements; oil bath and oil wetted filters have the oil changed), change the fuel filters and clean the fuel strainers if any, possibly change and/or adjust (if used) the coolant filters for DCA addition on an automatic basis. Spark ignited engine driven generators (natural gas, propane and gasoline fuels) may also include changing some ignition components such as spark plugs. Transfer testing to available connected loads as described above is also included and highly recommended. Major service may also include taking oil, coolant and fuel samples for lab analysis. Fuel sampling is restricted to diesel fueled generators only.

LOAD BANK TESTING; This item may or not be done with a scheduled service. A load bank is a synthetic load imposed on the generator via a set of resistors which coverts and discharges the generator sets electrical output as heat. The load bank and cables necessary to connect to the genset are generally trailer mounted for towing behind a service vehicle. Load bank testing is done to primarily insure combustion chamber and exhaust system cleanliness ("wet stacking") and to minimize carbon build up that results from operation under little or infrequent loads. This test is done based on field analysis of the generator set condition or by recommendation, request, regulatory or other requirement. Load bank testing for service purposes is typically two to four hours in duration. The test's load profile may include incremental loading, block loading and/or full nameplate loading for all or part of the test. A common practice is to run, for full load testing, the generator set at 80% of its nameplate rating particularly if the installed site rating is not known. Owner's,

site managers and their service provider should be aware of any site specific installed generator set power deratings.

Load bank testing is, in the vast majority of cases, done with resistive load banks only thus the power factor (pf) on an AC (single or three phase) generator is at unity, i.e. 1.0 pf. Occasionally, for various reasons (regulatory, special test considerations or specifications), there is a requirement to introduce some "reactance" into the load bank testing to achieve a power factor at or about 0.8. When this requirement is invoked a combination of resistive and reactive load banks is used and interconnected to achieve the desired power factor, however it does add time, complexity and cost to the load bank test.

GENERAL ITEMS; Depending on the particular installation other items may be included in the service levels; checks and adjustments of day tank operation, checks and adjustments of multiple transfer switches, bypass switches and paralleling switchgear are examples. Service logs and checklists should be consulted to determine site specific items. Replacement of consumable items on a progressive basis, such as batteries and jacket water heaters may be included and are generally determined at contract inception. Scheduled service and testing may be designed to accommodate or assist in compliance with various regulatory codes that contain generator set and transfer switch maintenance and testing requirements, e.g. NFPA 110, state and local fire and fuel tank codes, etc.

UTILITY FAILURE DURING SCHEDULED SERVICE; Failure of the utility (normal power source) during a scheduled service is very rare. Service scheduling is done to minimize the impact to a specific site when the unit is out of service for maintenance or repair. No service work starts if there is a particular known possibility that a utility failure could occur such as during a severe weather situation. Utility failures can happen for a variety of reasons even in the best of and not just because of weather conditions. To mitigate the impact the alternatives are; rental generators brought in while the owner's unit is serviced or multiple backup generators that are serviced at separate times but have the appropriate switchgear arrangement to protect crucial connected loads. These are expensive alternatives and present their own logistical problems. If in the course of a scheduled service a utility failure occurs the owner's representative must advise the service representative as quickly as possible. Depending on the service activity in process, if the generator set has been disabled or the controls turned off, it may be that the generator set can be returned to service within a very few minutes. If the incident happens while oil is being drained or pumped from the crankcase the technician will do whatever is needed to return the unit to service as quickly as possible. This time frame will vary with many factors; size of the unit and oil capacity, number of filters and time to get filters back on, filter arrangement and unit location. It is therefore recommended that UPS systems, rental generators or multiple generator arrangements (N + 1, N + 2, etc.) be sized so that after a determination of what time frame it takes to do a major service at a particular installation is known the alternative backup power source could carry the critical loads while the generator being serviced is returned to running capability.

Revised 01/2012 JAS