AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Generator and Transfer Switch Preventative Mainten

Action Requested: County Manager Signature

Parties to the Agreement: Rocky Mountain Cummins

Term Begins: Aug. 1, 2015 **Term Ends:** 6/30/2016 **Grant Contract #:**

Summary:

Maintenance agreement for generator at Courthouse

Fiscal Impact: budgeted $1,621.50 annual

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

Finance Review: (●) Required ( ) Not Required

Comments:
Amount included in adopted budget.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 7/28/2015

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

Comments:
ok db 7/31/15

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 7/31/2015 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/31/2015

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

Agenda Date: 8/4/2015

Revised April 2015

Cummins Rocky Mountain LLC
8211 East 96th Avenue
Henderson, CO 80640
303.287.0201 office 303.288.7080 fax

June 23, 2015

GUNNISON COUNTY
200 E VIRGINIA AVE
GUNNISON, CO 81230

Attention: John Cattles,

Subject: Generator (and/or Fire Pump Engine) and Transfer Switch Preventive Maintenance Agreement Renewal.

Attached for your review, consideration and execution is our scheduled service renewal proposal for the period of 07/01/15 through 06/30/16. If there are any changes to the proposed scope, additions or deletions of equipment or any other matter that needs to be addressed relative to this agreement please contact the undersigned sales representative so that these matters can be handled in an accurate and timely manner. Please also include with your response any agreement, contract, business or administrative materials that need to be processed for you by Cummins Rocky Mountain LLC.

Please return the signature portion of this proposal to the following:

Cummins Rocky Mountain LLC
Attn: Robin Johnson
Manager, PM Contract Administration
8211 East 96th Avenue
Henderson, CO 80640

You may also fax the proposal response to 303-927-2086 or e-mail to robin.g.johnson@cummins.com.

Cummins Rocky Mountain LLC appreciates your business and recognizes the critical nature of the subject equipment and the need to maintain continuity in service, repair and testing to maintain the highest levels of reliability. In this respect we encourage you to contact your representative should you have any questions or comments.

Respectfully,

Melissa L Guillen
Service Sales

Cummins Rocky Mountain LLC
8211 East 96th Avenue
Henderson, CO 80640
303.287.0201 office 303.288.7080 fax

From; Cummins Rocky Mountain LLC Financial, Compliance and Contracts Managers

To; All Cummins Rocky Mountain LLC Customers, Agents, Managers and Representatives

Subject; Compliance with Code of Federal Regulations, Public Law 107-204, **Sarbanes-Oxley Act, *"SOX"***

Dear Valued Customer

Cummins Rocky Mountain LLC as a wholly owned entity of Cummins Inc. (ticker symbol CMI on the NYSE, form 10-K Annual Report available on-line at www.cummins.com) is subject to the business transaction recording, documentation, document retention and audit standards established by "SOX" that meet or exceed *Accounting Principles Generally Accepted in the United States (US GAAP).*

The "SOX" compliance standard applies to the majority of our customer base thus it is in everyone's interest to conduct all business transactions in a manner that would pass a "SOX" audit conducted at any one of our organizations. The responsibility for compliance cannot be delegated to an internal auditor, external auditor or consultant but is necessary to support the management assertion of both party's organizations and an auditor's attestation that transactions and financial reporting is true and accurate.

To meet the strict intent and sprit of "SOX" Cummins Rocky Mountain LLC will require that for all business transactions including, but not limited to, formal contracts, work orders, purchase orders, etc. that written and/or signed confirmation (on documents requiring a signature for acceptance by either party) be provided including completion of documentation executed after the completion of emergency or call out service. An example of this process is that before a service contract can be implemented both parties have auditable counter-signed contract counterparts.

Cummins Rocky Mountain LLC values and appreciates your business and trusts that you will understand the need to reiterate that all business be conducted in a manner that meets and exceeds all legal and accounting standards.

Should you have any questions regarding "SOX" compliance please contact either of the below noted signatories.

Caroline Slider Asimakopoulos
Chief Financial Officer
303-927-2242 or caroline.slider@cummins.com

Jay Siegel
General Manager, Contract Maint.
303-927-2282
jay.siegel@cumminsc.om

Rocky Mountain

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:	11-JUN-15
200 E VIRGINIA AVE	Phone:	970 2750768	Quote Expires:	11-JUN-16
Gunnison, CO 81230	Fax:	970 641-8120	Quote Num:	31748
	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 07/01/15 - 06/30/16
**QUOTE DOES NOT INCLUDE TAX IF ANY OR APPLICABLE.

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

Purchase order #:_____

Please provide name and e-mail address for each site contact.
Site:_____ Name:_____
Email:_____
Site:_____ Name:_____
Email:_____

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	CUMMINS ROCKY MOUNTAIN LLC
Signature:	Signature:
Date:	Date:

PLANNED EQUIPMENT MAINTENANCE AGREEMENT TERMS AND CONDITIONS

This Agreement, when accepted by you and approved by a Cummins Rocky Mountain, LLC (the "Company") authorized representative, will constitute the entire exclusive agreement between us for the services. All prior oral or written understandings are superseded by this agreement. The parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. This Agreement may not be amended unless agreed to in writing by an authorized representative of the Company.

Scope of Services

The Company shall perform maintenance on the equipment listed on the front side of this Agreement. The scope of these maintenance services is more fully described in the "Scope of Services". No other work, materials or activities are included in this agreement unless agreed to in supplemental documentation.

Agreement 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.

Coverage and Limitations

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. The company is not responsible for any expenses for damaged, including material or labor, to repair damage caused by abuse, accident, theft, acts of third party, operation of equipment in a manner outside of the operations recommendation of the Company for such equipment, or force of nature, or if repairs or servicing are performed by a party other than the Company. The Company shall not be responsible for failure to render service or repairs for causes beyond its control, including strikes and labor disputes.

Payment Terms

Payment terms are net 30 days from date of invoice.

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.

General

You represent that you own the equipment subject to this Agreement, or, if you are not the owner, that you have the authority to enter into this Agreement.

Any notice or other communication given hereunder shall be in writing and mailed to address shown on this Agreement. Any such notice shall be deemed given when deposited in the United States mail. Any notices to be provided to the Company shall be mailed to:

Cummins Rocky Mountain, LLC
Attn: PEM Administration Group
8211 East 96th Avenue
Henderson, CO 80640

3.This Agreement shall be deemed to have been entered into and shall be construed in accordance with the laws of the state of where the property is located.

Additional Services and Repairs

Any additional repairs, parts or services which are required will be brought to the attention of the owner. Repairs bill only be made after proper authorization from the owner is given to Cummins Rocky Mountain LLC. Any additional repairs, maintenance or service performed by Cummins Rocky Mountain LLC for a Planned Equipment Maintenance Agreement holder will be at current Cummins Rocky Mountain LLC rates in effect at that time.

Rev August 2014

Rocky Mountain

GENERAL SCOPE OF SERVICES

Rocky Mountain

Power Generation Systems
Generator & Transfer Switch Planned Maintenance

INSPECTION
(Monthly, Quarterly, or One-Time Per Year)

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

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

Engine Cooling System
- Inspect all hoses & clamps for leaks, coolant level & condition
- Inspect radiator cap & filler neck condition
- Inspect drive belts, observe alignment & deflection
- Check coolant heater operations
- Utilize DCA test strip to record coolant properties
- Inspect radiator surfaces, coils, tanks, shrouds & barriers for condition & obstructions
- Visually inspect low temperature after cooler
- Optional: coolant sampling for laboratory analysis

Engine Lubrication System
- Inspect lubrication system (visually check oil level and condition, check filter condition)
- Inspect crankcase ventilation system

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

Generator Controls & Power Connection
- Visually inspect all engine mounted wiring, senders & devices
- Visually inspect all unit mounted control components & wiring
- Test all lights & indicators
- Visually inspect breaker, power connections, governor & voltage regulator

Generator Operations
- Start & observe generator engine operation
- Verify engine & generator safeties for proper operation
- System transfer test, or no-load run test

Automatic Transfer Switch
(Paralleling Switchgear, Bypass Switchgear, Manual Transfer Switches)
- Visually inspect all power & control wiring
- Visually inspect switch mechanism & enclosure
- Visually inspect controls & time delay settings
- Verify function of exercise clock
- Conduct transfer testing (owner's discretion) to verify switch setting & operations

FULL SERVICE
(Includes All Inspection Items)

Operational & Functional Review of Generator Critical Components
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect/lubricate drive bearings, gear or belt drives, lovejoy & other connecting hardware

Lubrication Oil & Filtration Service
- Change engine lubrication oil, governor oil, & oil bath-air filter oil, if applicable
- Change primary lubrication & bypass filters
- Change fuel filters
- Post lube service operation of genset (unloaded) at rated temperature
- Optional: oil sample for laboratory analysis
- If applicable, change coolant filters to adjust DCA concentration

Other Services Available: Load bank testing, fuel polishing, custom upgrades & generator set rentals
All services can be customized to your application and requirements.