



# Sales and Service

CHATTANOOGA TN BRANCH  
1509 EAST 26TH STREET  
CHATTANOOGA, TN 37407  
Phone: 423-6291447

## PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
DALTON CITY HALL PO BOX 1205 Dalton, GA 30722	Contact: Greg Batts Phone: 706 529-2422 Fax: 706 281-1264 Cust Id: 382102	Quote Date: 31-MAR-20 Quote Expires: 31-MAR-21 Quote Num: 96511 Quoted By: Jeremy Hogan Quote Term: 1 Year(s)

### Site Information

1	WAUGH STREET	300 W WAUGH ST	DALTON	GA	30720
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Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	0	ONAN	20.0GGMA	GGMA	K060993145	STDBY

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	0	FULL SERVICE	1	508.92	508.92
		PM INSPECTION	1	359.58	359.58

This renewal proposal covers two (2) service visits annually: one (1) Full Maintenance Service, and one (1) Maintenance Inspection. This proposal does not include replacement of batteries, air filters or coolant over two gallons. All services are to be performed during normal business hours, unless otherwise specified.

Services to be scheduled as follows: Full Service - May 2020; Inspection - November 2020.

This is a one (1) year proposal, running from 01 May 2020 through 30 April 2021, which will be automatically renewed unless cancelled by either party. Preventive maintenance customers receive a 10% discount on parts and labor on all unscheduled repairs as well as a guaranteed four hour response time 24 hours a day.

Thank you for choosing Cummins! Please feel free to contact us with any questions or comments.

Ann Mason, PEM Coordinator  
(804) 297-1636 - Office / (404) 765-8568 - Fax  
margaret.mason@cummins.com or SouthPM@cummins.com

<b>Standard Agreement Amount</b>	<b>\$868.50</b>
<b>Proposal Total</b>	<b>\$868.50</b>

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.



# Sales and Service

## PLANNED MAINTENANCE AGREEMENT

### Customer Address

DALTON CITY HALL  
PO BOX 1205  
Dalton, GA 30722

### Customer Contact

Contact: Greg Batts  
Phone: 706 529-2422  
Fax: 706 281-1264  
Cust Id: 382102

### Quote Information

Quote Date: 31-MAR-20  
Quote Expires: 31-MAR-21  
Quote Num: 96511  
Quoted By: B964585  
Quote Term: 1 Year(s)

### Customer Approval

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### CUMMINS INC

Signature: *Ann Mason* \_\_\_\_\_

Date: **3/31/2020** \_\_\_\_\_

## 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 statute (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 in 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.

# GENERATOR PLANNED MAINTENANCE

## SCOPE OF SERVICES



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

#### SAFETY:

- Perform Lock Out Tag Out procedure (LOTO)

#### BATTERY & BATTERY CHARGER SYSTEM:

- Check/record battery charger functions & charge rate
- Check connections, termination cleanliness & security
- Check electrolyte level, vent caps & all cells in starting battery
- Check specific gravity of batteries
- Test starting batteries with electronic analyzer
- Check starter connections and wiring
- Check starting voltage

#### FUEL SYSTEM:

- Inspect main tank/day tank fuel level & test transfer pump operation
- Inspect tank vents & overflow piping
- Inspect gaseous fuel regulator vent (natural gas only)
- Inspect all fuel hoses, clamps, pipes, components, vents & fittings
- Inspect governor linkage & oil level (if applicable)
- Drain condensation from fuel/water separators
- Inspect fuel tank for water
- **Optional** - fuel sample for laboratory analysis\*

#### ENGINE COOLING SYSTEM:

- Inspect water pump, all hoses and clamps for leaks, coolant level & condition
- Inspect radiator condition
- Observe coolant heater operations
- Inspect drive belts, observe alignment & deflection
- Utilize SCA test strip to record coolant properties
- Inspect radiator surfaces, shrouds & barriers for obstruction
- **Optional** - coolant sample for laboratory analysis\*

#### HOUSEKEEPING:

- General cleaning of enclosure interior, genset & ATS

### FULL SERVICE:

#### LUBRICATION OIL & FILTRATION:

- Change engine lubrication oil
- Change fuel & coolant filters
- **Optional** - oil sample for laboratory analysis\*
- Change primary lubrication & bypass filters
- Post lube service operation of genset (unloaded) at rated temperature

#### 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

#### \*Additional Charge

Quotes provided in accordance with customer requirements by service offerings. 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 Inc. Any additional repairs maintenance or services performed by Cummins Inc for a Planned Maintenance Agreement holder will be at a 10% discount off of our current field service labor rates and current list parts pricing.

#### ENGINE & LUBRICATION SYSTEM:

- Inspect lubrication system for leaks & visually check oil level
- Inspect crankcase ventilation system
- Inspect ignited ignition system
- Inspect oil heater operation (if applicable)

#### INTAKE/EXHAUST SYSTEM:

- Inspect air cleaner restriction indicator
- Inspect air cleaner element & entire intake system
- Inspect entire exhaust system & rain cap
- Inspect louver operations
- Inspect spark arrestor
- Empty condensate trap on silencer

#### GENERATOR CONTROLS & POWER CONNECTIONS:

- Visually inspect all engine mounted wiring, senders & devices
- Visually inspect all control mounted components & wiring
- Inspect generator heater operation
- Lamp test all lights & indicators
- Visually inspect breaker & power connectors
- Manually operate generator main breaker(s) open & closed\*\*

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

#### GENERATOR OPERATIONS:

- Start, observe & record generator & equipment
- Verify engine & generator safeties for proper operation
- Inspect duct work, louver motors, controls & test as appropriate
- System test with or without load

#### AUTOMATIC TRANSFER SWITCH:

- Visually inspect all power & control wiring
- Visually inspect switch mechanism & enclosure
- Visually inspect controls & time delays settings
- Verify function of exercise clock