RESOLUTION NO. 2938

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A PLANNED EQUIPMENT MAINTENANCE AGREEMENT WITH CUMMINS INC.

WHEREAS, the City desires to enter into an agreement with Cummins Inc., whereby the City’s Fire Department can obtain annual servicing of the backup generator at Station 22 on Harrison Road consistent with the standards of NFPA 110, 8.4.2.3; and

WHEREAS, Cummins has prepared a five-page submission, which includes a Planned Equipment Maintenance Agreement that would – if entered into – have a duration term through September 30, 2026; and

WHEREAS, the provisions of such five-page submission – including the written Planned Equipment Maintenance Agreement – are acceptable to City staff;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH WASHINGTON, that the Mayor be and is authorized to sign the year Planned Equipment Maintenance Agreement in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH WASHINGTON, this 23rd day of August, 2022.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk Treasurer

APPROVED AS TO FORM:

Rob Case, City Attorney
SELAH FIRE DEPARTMENT YCFD #2
206 W FREMONT AVE
SELAH, WA 98942
RE: Planned Maintenance Proposal

Dear James Lange,

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,

Travis Neely

Travis Neely
Sales Manager Western US
Office: (830) 327-8794
Cell: (830) 327-8794
Email: travis.neely@cummins.com
PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address: SELAH FIRE DEPARTMENT YCFD #2
206 W FREMONT AVE
SELAH, WA 98942
Customer #: 4753424
Payment Type: Pay As You Go

Customer Contact:
Name: James Lange
Phone: 509-698-7310
Cell: Fax:
E-mail: james.lange@selahwa.gov

Quote Information:
Quote Date: 8/16/2022
Quote Expires: 10/15/2022
Quote ID: QT-7297
Quoted By: Travis Neely
Quote Term: 5 Year

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Site Name: HARRISON RD FIRE STATION
(1830 HARRISON RD, YAKIMA WA 98901)

<table>
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<th>Year</th>
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<th>Service Type</th>
<th>Qty</th>
<th>Sell Price</th>
<th>Extended Price</th>
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Total Agreement Amount:* $6,770.72
*Quote does not include applicable taxes
## PLANNED EQUIPMENT MAINTENANCE AGREEMENT

<table>
<thead>
<tr>
<th>Customer Address</th>
<th>Customer Contact</th>
<th>Quote Information</th>
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</thead>
<tbody>
<tr>
<td>SELAH FIRE DEPARTMENT YCFD #2</td>
<td>Name: James Lange</td>
<td>Quote Date: 8/16/2022</td>
</tr>
<tr>
<td>206 W FREMONT AVE</td>
<td>Phone: 509-698-7310</td>
<td>Quote Expires: 10/15/2022</td>
</tr>
<tr>
<td>SELAH, WA 98942</td>
<td>Cell:</td>
<td>Quote ID: QT-7297</td>
</tr>
<tr>
<td>Customer #: 4753424</td>
<td>Fax:</td>
<td>Quoted By: Travis Neely</td>
</tr>
<tr>
<td>Payment Type: Pay As You Go</td>
<td>E-mail: <a href="mailto:james.lange@selahwa.gov">james.lange@selahwa.gov</a></td>
<td>Quote Term: 5 Year</td>
</tr>
</tbody>
</table>

**Total Agreement Amount:** $6,770.72

*Quote does not include applicable taxes*

Total Agreement Amount Does Not Include Applicable Taxes. Please call (425) 235-3400 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*
- **Annual Load Bank Test, NFPA 110, 8.4.2.3** 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 for a total run time of 1.5 continuous hours.
- **50% of the EPS nameplate kW rating for 30 minutes, followed by 75% of the EPS nameplate kW rating for 60 minutes, for a total of 1.5 continuous hours**
- **80% of the EPS nameplate kW rating for 1.5 continuous hours**
- **Other – Please Specify**

Please return signed agreement to:
Cummins Sales and Service
1600 Fryar Ave
Sumner, WA 98390
Phone: (425) 235-3400
Fax: (425) 254-8964

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-7297)

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Cummins Inc. Approval</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sherry Raymond</td>
<td></td>
</tr>
<tr>
<td>Date: 8-24-22</td>
<td>Date:</td>
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</table>

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Sherry Raymond
8-24-22
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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. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic communication between Customer and Cummins shall be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document at which the Cummins current hour rate is based on any terms and conditions related thereto shall be null and void and of no legal effect on Customer. The customer agrees to deliver, reference, incorporate by reference, or produce any purchase order or document at which the Cummins current hour rate is based on any terms and conditions related thereto at the time of the Service Event. This Agreement shall include the "Service Event" section of the Quote. Any 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 accidents, damages or loss to the extent caused by Cummins' negligence. Either party may terminate this Agreement for cause, with or without cause by providing thirty (30) days written notice to the other party. In the event this Agreement is terminated, all outstanding unpaid invoices and charges for completed work shall be paid to Customer. In the event 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 or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangements 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 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.

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 result directly or indirectly from force majeure, Acts of God, public or private, beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unreasonable weather conditions, acts of government authority, or labor disputes. AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY EFFORT TO DELIVER AS SCHEDULED, SCHEDULES MIGHT CHANGE DUE TO CURRENT ECONOMIC CONDITIONS, UNEXPECTED SUPPLY DELAYS, AND OTHER CIRCUMSTANCES BEYOND CUMMINS' CONTROL THREATENING CUMMINS' ABILITY TO PERFORM, SUCH DELAYS COLLAPSE THE ORDER, CUMMINS' RIGHT TO TERMINATE. CUSTOMER'S ORDER MAY BE CANCELLED, CUMMINS SHALL NOT BE LIABLE FOR ANY DAMAGES, DIRECT, INDIRECT, OR CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS 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 OR PRODUCED 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.

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 WARRANTIES, 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 DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO: (A) BUSINESS PLANS, STRATEGIES, SALES, PROJECTIONS AND ANALYSES; (B) FINANCIAL INFORMATION, PRICING, AND FEES STRUCTURES; (C) BUSINESS PROCESSES, MODELS AND METHODS; (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 AGREEMENT WITH ITS EMPLOYEES AND AGENTS.
Generator
Planned Equipment Maintenance

INSPECTION
INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER
- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM
- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/containment basin
- Inspect day tank and controls (if applicable)
- Optional - Fuel sample for laboratory analysis*

COOLING SYSTEM
- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis*

LUBRICATION SYSTEM
- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES
- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS
- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional - Air filter replacement*
- Optional - Clean crankcase breather or replace filters*

GENERAL CONDITIONS
- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

TRANSFER SWITCH
- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)
- Verify DEF level
- Record DPF restriction
- Visually inspect aften treatment and controls

SWITCHGEAR (Upon Request)
- Inspection and Full Service quote available upon request.

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, and other shaft connecting hardware

LUBRICATION OIL & FILTRATION SERVICE
- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

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

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.