

6/4/2021

MADISON CO BOARD OF SUPERVISORS 146 W CTR ST CANTON, MS 39046 RE: Planned Maintenance Proposal

Dear Selton Vance,

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,

Trent Yates

PEM Sales Manager Office: (251) 295-1743

Trent Yates

Cell:

Email: qt192@cummins.com



Cummins Inc. d/b/a Cummins Power South 325 Highway 49 South

Richland, MS 39218

Phone: 601-932-7016 Fax: 601-932-7399

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information	
MADISON CO BOARD OF SUPERVISORS	Name: Selton Vance	Quote Date:	6/4/2021
146 W CTR ST	Phone: 601-855-5502	Quote Expires:	8/3/2021
CANTON, MS 39046	Cell:	Quote ID:	QT-11709
Customer #: 2013723	Fax:	Quoted By:	Trent Yates
Payment Type: Pay As You Go	E-mail: shelton.vance@madison-co.com	Quote Term:	2 Year

Unit Name: Make:	Lake Cavalier Rd Cummins	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Model:	C40N6	1	Unknown	Inspection	1	\$279.94	\$279.94
S/N:	A190488674	1	Unknown	Full Service	1	\$448.47	\$448.47
Size:	40kW	1	Unknown	Oil & Coolant Analysis	1	\$87.68	\$87.68
ATS Qty:	0	1	Unknown	Oil Analysis w/ Inspection	1	\$43.84	\$43.84
Notes:						Year 1 Total:	\$859.93
		2	Unknown	Inspection	1	\$279.94	\$279.94
		2	Unknown	Full Service	1	\$448.47	\$448.47
	2	Unknown	Oil & Coolant Analysis	1	\$87.68	\$87.68	
		2	Unknown	Oil Analysis w/ Inspection	1	\$43.84	\$43.84
						Year 2 Total:	\$859.93

	Ratliff Ferry Rd y Rd Canton MS 3904						
Unit Name: Make:	Ratliff Ferry Rd Kohler	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Model:	38RCL	1	Unknown	Inspection	1	\$336.92	\$336.92
S/N:	2337247	1	Unknown	Full Service	1	\$506.40	\$506.40
Size:	38kW	1	Unknown	Oil & Coolant Analysis	1	\$87.68	\$87.68
ATS Qty:	0	1	Unknown	Oil Analysis w/ Inspection	1	\$43.84	\$43.84
Notes:						Year 1 Total:	\$974.84
		2	Unknown	Inspection	1	\$336.92	\$336.92
		2	Unknown	Full Service	1	\$506.40	\$506.40
		2	Unknown	Oil & Coolant Analysis	1	\$87.68	\$87.68
		2	Unknown	Oil Analysis w/ Inspection	1	\$43.84	\$43.84
						Year 2 Total:	\$974.84

	Stribling Rd Madison MS 39110)						
Unit Name: Make:	Stribling Rd Kohler	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Model:	40REZG	1	Unknown	Inspection	1	\$282.06	\$282.06
S/N:	2280507	1	Unknown	Full Service	1	\$450.59	\$450.59
Size: ATS Qty:	40kW 0	1	Unknown	Oil & Coolant Analysis	1	\$87.68	\$87.68

Notes:

1	Unknown	Oil Analysis w/ Inspection	1	\$43.84	\$43.84
				Year 1 Total:\$864.17	
2	Unknown	Inspection	1	\$282.06	\$282.06
2	Unknown	Full Service	1	\$450.59	\$450.59
2	Unknown	Oil & Coolant Analysis	1	\$87.68	\$87.68
2	Unknown	Oil Analysis w/ Inspection	1	\$43.84	\$43.84
				Year 2 Total:\$864.17	

Unit Name: Make:	Stump Bridge Rd Generac	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Model:	QT03624ANAX	1	Unknown	Inspection	1	\$222.55	\$222.55
S/N:	8163938	1	Unknown	Full Service	1	\$392.03	\$392.03
Size:	36kW	1	Unknown	Oil & Coolant Analysis	1	\$87.68	\$87.68
ATS Qty:	0	1	Unknown	Oil Analysis w/ Inspection	1	\$43.84	\$43.84
Notes:						Year 1 Total:	746.10
		2	Unknown	Inspection	1	\$222.55	\$222.55
		2	Unknown	Full Service	1	\$392.03	\$392.03
	2	Unknown	Oil & Coolant Analysis	1	\$87.68	\$87.68	
		2	Unknown	Oil Analysis w/ Inspection	1	\$43.84	\$43.84
		VACCO - 100				Year 2 Total:	6746.10

Unit Name: Make:	Yandell Rd Kohler	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Model:	40REZG	1	Unknown	Inspection	1	\$206.19	\$206.19
S/N:	SGM32M9KS	1	Unknown	Full Service	1	\$374.72	\$374.72
Size:	40kW	1	Unknown	Oil & Coolant Analysis	1	\$87.68	\$87.68
ATS Qty:	0	1	Unknown	Oil Analysis w/ Inspection	1	\$43.84	\$43.84
Notes:						Year 1 Total:	712.43
		2	Unknown	Inspection	1	\$206.19	\$206.19
		2	Unknown	Full Service	1	\$374.72	\$374.72
		2	Unknown	Oil & Coolant Analysis	1	\$87.68	\$87.68
	2	Unknown	Oil Analysis w/ Inspection	1	\$43.84	\$43.84	
						Year 2 Total:	5712.43

Year 1 Total:*	\$4,157.49
Year 2 Total:*	\$4,157.49
Total Original Amount:	\$8,845.68
Discount:	(\$530.74)
Total Agreement Amount:*	\$8,314.94

*Quote does not include applicable taxes



Cummins Inc. d/b/a Cummins Power South

325 Highway 49 South Richland, MS 39218

Phone: 601-932-7016

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Payment Type: Pay As You Go	E-mail: shelton.vance@madison-co.com	Quote Term:	2 Year
Discou	greement Amount:*	oes not include ap	\$8,845.68 (\$530.74) \$8,314.94 plicable taxes
Total Agreement Amount Does Not Include Southern.PEM@cummins.com for invoice	de Applicable Taxes. Please call 404-763-0 e total prior to sending payment.)159 or Email	
	ents are designed with an automatic renew ment Maintenance Agreement Terms and C e check the box below to opt out.		
Opt out of Automatic Renewal.			
	Please return signed agreement to: Cummins Inc. d/b/a Cummins Power 5125 Hwy 85 Atlanta, Ga 30349 Tel #: 404-763-0151	South	
	Email: Southern.PEM@cummins.com		
	hereby agrees to buy from Seller, the foregoing pro- daintenance Agreement Terms and Conditions" at Cummins Inc. d/b/a Cumr	tached hereto, which	are hereby
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. ("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 transactions between Customer and Cummins will 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, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

- 1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins 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 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 accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.
- 2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins 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 to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement 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 to 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. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.
- 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 that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual 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, LABOUR 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 LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALLY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.
- 5. WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. 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 of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects 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 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.
- 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 REPRESENTATIONS, 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 DOWNTIME, LOSS OF PROFIT 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 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.

- 7. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the ("Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.
- 8. 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.
- 9. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

 10. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.
- 11. 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.
- 12. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.
- 13. MISCELLANEOUS. Cummins 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.
- 14. ON-CALL SERVICES. Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.
- 15. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

GeneratorPlanned 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 aftertreatment 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

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.

^{*} Additional Charge



Madison County Fire Stations Attn: Minor Norman 1017 Jackson Avenue Leakesville, MS 39451 Date: August 21, 2020 Quote: #20200821JT

Re: Semi-Annual Service Agreement

Minor,

We are pleased to quote you the following for a One-year preventive maintenance plan on the generator listed below for your facilities.

Manufacturer / KW	Model	Serial Number	Location	Level 1	Level 2	Sub-Total
KOHLER 40KW	40REZG	2280507	520 STRIBLING ROAD	\$410	\$650	\$1,060
KOHLER 38KW	38RCL	2337247	507 RATLIFF FERRY ROAD	\$410	\$650	\$1,060
KOHLER 40KW	40REZG	SGM32M9KS	639 YANDELL ROAD	\$410	\$650	\$1,060
GENERAC 36KW	QT03624ANAX	8163938	1273 STUMP BRIDGE ROAD	\$405	\$670	\$1,075
	1				SUB-TOTAL	\$4,255

Optional 2 Hour Load Bank testing \$500 PER UNIT. Performed while onsite during the Level 1 service during normal business hours. To accept the optional load bank test initial here _______.

Level One Service - Performed at Six months

The Level One service includes a complete inspection of the generator, inspection of the engine cooling, lube oil, fuel, air intake and exhaust, starting and control systems. An oil sample will be obtained to monitor the condition.

Level Two Service - Performed Annually

The Level Two service includes a complete Level One service plus changing the lube oil filter, lube oil and both the primary and secondary fuel filters. An oil and coolant sample will be obtained to monitor the condition.

MS State Sales Tax not included

Payment:

Services will be invoiced upon completion of work. If your business requires a Purchase Order for payment, a Purchase Order must be issued at the beginning of service.

Agreement Begin Date:	Agreement End Date:	



Termination:

Either party may terminate this agreement with a thirty day written notice.

Customer Authorization:	
Date:	
Customer Contact:	
Phone:	

Jason Turman Product Support Power Systems



Puckett Power Systems Mobile: (601) 978-0297 Direct: (769) 777-7072 Fax: (601) 969-1339

Email: jason.turman@puckettpower.com



Trey Yatus
251-295-1743

JACKSON MS BRANCH 325 NEW HIGHWAY 49 SOUTH JACKSON, MS 39218 Phone: 601-939-1800

PLANNED MAINTENANCE AGREEMENT **Quote Information** Customer Address **Customer Contact** 12-FEB-20 MADISON CO BOARD OF SUPER Danny Lee Ouote Date: Contact: 146 W CTR ST 10-AUG-20 601 842-9661 Quote Expires: Phone: Canton, MS 39046 91828 Quote Num: Fax: Nathan C Rose Cust Id: 2013723 Quoted By: Ouote Term: 3 Year(s) Site Information 39046 CANTON MS PMA-MADISON CO BOS 146 W CTR ST Serial Number Prod Model Type Site Unit Number Manufacturer Model CHANCERY BLDG 50 KW KOHLER GEN SET 50ROZJ 1 0680508 DETENTION CENT 275 KW 1 0728769 KOHLER GEN SET 275REOZD SHERIFF'S DEPT 125 KW 1 273177 KOHLER GEN SET 125ROZJ Sell Price Extended Price Site Unit Number Service Event Qty 2 742.00 1 0680508 FULL SERVICE (Major) 371.00 INSPECTION (Minor) 3 231.00 693.00 644.00 3 YEAR SERVICE - includes belt, upper/lower hoses 1 644.00 2 624.00 1,248.00 0728769 FULL SERVICE (Major) 3 250.00 INSPECTION (Minor) 750.00 1,269.00 1,269.00 3 YEAR SERVICE - includes belt, upper/lower hoses 1 2 500.00 1,000.00 273177 FULL SERVICE (Major) 3 250.00 750.00 INSPECTION (Minor) 3 YEAR SERVICE - includes belt, upper/lower hoses 590.00 590.00 Unless otherwise specified, first service is due to be performed within 30 days of PMA signature. Signature below acknowledges and accepts the Terms and Conditions on the back of this Agreement. ****Purchase Order Number and Signature required. **** Signature: Print Name: Purchase Order Number: Please Provide name and e-mail address of each site contact: Site: Name: E-Mail: Accounts Payable Contact - Print Name:_

Please indicate whether you wish to prepay the complete agreement or pay per event.

Prepay Pay Per Event (Subject to credit approval)

Phone: E-Mail:

^{***}If paying per event select payment option preferred.

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

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I' SCOBE OR SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance (Seavices) on the equipment in this Agreement with or without came by the parter in the Seavices and shall be copy of the search of the searc

2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and sarange for all related stevices and utilities necessary for Customer that provide Cummins to the performance of the Services. Customer shall fully and completely secure all or any tending to any facility where the Equipment is bested to remove and militate any and facing to the consequence of any decaded services customer. Invited in sight occur during the Services. Customer plants and militare to consequence of any decaded services and militare the consequence of any decaded services and militare the consequence of any decaded services. Customer, invited in part of the services and militare the consequence of any decaded services. Customer plants and militare the consequence of any decaded services. Customer plants and militare the consequence of any decaded services. Customer plants and militare and militare the consequence of any decaded services. Customer plants are all fully and completely the consequence of any decaded services. Customer plants are all fully and completely that the consequence of any decaded services. Customer plants and militare and militare the consequence of any decaded services. Customer plants and militare and militare the consequence of any decaded services. Customer plants are all fully and completely and consequence of any plants and customer plants are also any plants are also any plants and customer

3. PAWRYT TERMS. Unites otherwise agreed to by the parties in writing and staylord to crofit approved by Caramina, payments are due thing described by the factories of the invoice. If agreement and a factories of the distinct of the distinct of the factories of the factories of the distinct of the factories of

4. DELAYS. Any performance dues indicated in this Agreement are estimated and not guaranteed. Cumurins shall not be liable for any delays in performance dues indicated in this Agreement are causes beyond Cumurina' control, including but not limited to acts of God, accidents, film, explosions, floor incurate ventileous, sets of government authority, or labor disputes.

5. WARRANTY Cummins shall perform the Stavious in a reasonable and workmanile manner. Parts and components supplied under this Agreement are governed by the express whiten manufacture? I limited westernly be parts of components is provided under this Agreement Warrantshe before the warrantshe before the warrantshe before the warrantshe and the warrantshe before the warrantshe are the warrantshe before the warrantshe warrantshe before the warrantshe before the warrantshe warrantshe warrantshe warrantshe warrantshe warrantsh

CRAIOMERS SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROPERTY.

THIS AGREEMENT BY CREEDING WAS ARRANDED FOR ANY CONSTRUCTION ON ANY CONTROLL BY A A A CHARLANDER OF THE AGREEMENT, COST OF PARTY AND SERVICES SUPPLIES BY THE AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACCOUNTING UND EVENT OF A CHARLAND WAS ARRANDED BY DELAYS IN ANY WAS ARRANDED BY DELAYS WAS ARRANDED BY COMMINION OF A CHARLAND AND ARRANDED BY DELAYS WAS ARRANDED TO A CHARLAND AND ARRANDED BY A CHARLAND AND AND ARRAND AND ARRAND AND ARRAND AND A CHARLAND AND ARRAND AND

7. INDEADYTY. Curiomer shall indemaily, defend and hold harmins from and against any and all claims, sections, costs, expenses, damages and itsbillities, including reasonable amoneys' fore, brought against on including reasonable amoneys' fore, brought against on the Services supplied under this Agreement or the Services supplied under this Agreement or the Services and this indemants control to Claims were caused or contributed to by, in whole or in part, the east, or maintened to by, the whole or in part, the east, or maintened to control the control of the Committer of the Control of the Committer of the Control of the Control of Committer of the Control of the Control of the Committer of the Control of the Contro

8. CONFIDENTALITY. Each pary stail tare excessory steps to many compliance with this provision the stock that is not generally known to the public and a the fund of disclosure, would researchly the training and fundamental professional period provisions provided and market, (6) manifest the commonitor provided the fundamental (6) the fundamental provided and market, (7) fundamental professional period and provided provided the fundamental professional period fundamental perio

lgrommat and all matters arising hereunder shall be governed by end construed in accordance with the issue of indiana with that Agreement.

s of the State of Indiana shall have exclusive jurisdiction to sentle my dispute or claim arising in commention with this Agreement. 9. UUVERRING LAW, 1005 Agree

10. INSURANCE. Upon Customer's request, Cumunita will provide to Customer a Certificate of Insurance oridentian Reminina's retorent insurance coverage.

1 I. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and sastgms. Customen titall not assign this Agreement without the prior written consent of Customins.

ocining inspects and incidental property. Any intellectual property. Rothing in this Agreement agrees a greated to have given been controlled to the property of location and interest and the control of the intellectual property. Any intellectual property is Committee and does hereby earlies, and interest to such intellectual property to Committee and the property of the intellectual property to Committee and the property of the intellectual property to Committee and the property of the intellectual property to Committee and the property of the intellectual property to Committee and the property of the intellectual property to Committee and the property of the pr

13. MSCELLANEOUS. Cummins shall be an independent convector with respect to the Services performed ander this Agreement. All notices under this Agreement shall be undisting and be delivered performed with a state of the performed with the state of the performed of the performed

14. ON-CALL SERVICES. Upon Customer's roquest, Currentes shall provide on-call services (repair, emergency work or other) on the Equipment (On-cal Services). Any On-cal Services shall be invoiced to the Customent at the Customent



PLANNED MAINTENANCE AGREEMENT

Customer Address	Custome	r Contact	Quote Information									
MADISON CO BOARD OF SUPER	Contact:	Danny Lee	Quote Date:	12-FEB-20								
146 W CTR ST	Phone:	601 842-9661	Quote Expires:	10-AUG-20								
Canton, MS 39046	Fax:		Quote Num:	91828								
	Cust Id:	2013723	Quoted By:	Nathan C Rose								
			Quote Term:	3 Year(s)								
Cash/Credit Card ACH/Wire Cred	lit Terms											
***Please reference Cummins Sales and Service Planned Maintenance Agreement Scope of Work for further details. ***												
OPTIONAL SERVICES AVAILABLE: -Infra-Red Thermography (ATS/Gen/Switchg - Oil Sample Analysis - Fuel Sample Analysi - Coolant Sample Analysis - Battery Replacer - Air Filter Replacement - Remote Monitor - Diesel Fuel Polishing - Insulation Resistance - Loadbank Testing - Power Quality (recordin - Vibration Testing	s nent ing e Testing											
***All other work will be performed on a time and material basis.												
		Standard Ag	reement Amoun	s7,686.00								
			Proposal Total \$7,686.00									
THERE ARE ADDITIONAL CONTRACT TO CONDITIONS ON THE REVERSE SIDE OF DOCUMENT, INCLUDING LIMITATIONS WARRANTIES AND LIABILITY, WHICH INCORPORATED HEREIN. CUSTOMER AT THE CONTRACT TERMS AND CORDER READ, FULLY UNDERSTOOD, AND	THIS OF ARE EXPRI ACKNOWL NDITIONS I	ESSLY EDGES HAVE										
Customer Approval		CUMMINS IN	C	Note that the second se								
Signature;		Signature:										

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Pleased Maintenance Agreement Terms and Conditions, sognitive with the Quote on the front side and the Scope of Services, are furnitually reformed to as this 'Agreement' and Cummins') and Cummins') and cumment or understanding (one or variety) between the parties of the Agreement or understanding (one or variety) between this parties and conditions of this Agreement that operations, the terms and conditions of this Agreement that parties of any delivered by Customer, the terms and conditions of this Agreement that have proceed or delivered by Customer, the terms and conditions of this Agreement that parties of the procedures.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance (Services) on the equipment identified in the Quote, the providence with the Service and shall been Customer's properly free from securations unless teared by Cummins of the Service and shall been Customer's properly free from securations unless teared by Cummins of the period in the Service and shall been Customer's properly free from securations and tools recessary to perform the Services and shall been Customer's properly free from securations and the period is written to the other.

2 CUSTONTER CRILOATIONS. Customer shall provide Cummins sale access to Customer's site and surange for all related services and utilities necessary for Customer shall fully and completely accure all or any part of any facility where the Equipment is located to remove and miligate any and all safely including the completely accure all or any part of any facility where the Equipment is located to remove and miligate and miligate the consequences of any destricts between the consequences of any destricts and miligate the consequences of any destricts are miligate the consequences of any destricts.

EQUIPMENT :

EQUIPMENT.

3. PAYMENT THRAS, Unless observice agreed to by the parties in writing and subject to endtit approved by Camming, payments are due thing (30) days from the date of the involve. If Customer does not subject to the control of the payment of the payment of the including of the control of the payment of the p

4. DELAYS. Any performance dutes indicated in this Agreement are estimated and not guaranteed. Curranius shall not be liable for any detays in performance beyond Curranius organization in the limited in acts of God, accidenta, fine, explosiona, fine, explosiona, fine acts of Constones, acts of government surfacing but not limited in acts of God, accidenta, fine, explosiona, fine acts of Constones, acts of government surfacing but not limited in acts of God, accidenta, fine, explosiona, fine acts of government surfacing but result directly or labor disputes.

5. WARRANTY. Cumulus shall parform the Services in a restorable and workmanish memore. Furs and components supplied make this Agreement are governed by the cuprats written membratechers in a restorable ond workmanish for the function of Services in a restorable before the function of Services and a workmanish for a period of ninety (90) days after completion of Services and a workmanish for the function of Services and a summanish for the function of Services and Services are surrantly produced in Services and Servi

7. INDEMNITY. Customer thal indemzily, defend and hold humbers Curations from and against any and all claims, costs, experted, demages and itsbillides, including responsible stronger from the Customer of this Agreement or the Services supplied under this Agreement (collocatedly, the Claims were custed or contributed to by, in whole or in part, the social properties of the Customer and the Customer thall present any Claims covered by this indemnity to its insurance curies where the defense will be handed by Curatinal legsl coursed at Customer's expense.

Customer's expense.

8. CONFIDENTALITY. Each party shall keep considerated any information received from the other than its one generally known to the public and at the time of disclosure, which are information; (e) specifications; and its information of other form, and which the receiving party (as capacity connection with this Agreement including, which are information; (e) specifications; and (f) the terms and conditions by connection with this Agreement including, but not limited us. (a) business party conditions of the conditions with this provision with this position and the first of the terms and conditions.

CONFIDENTIALITY. Each party shall keep contained and including the first including the conditions and including the first including the conditions with this provision with this provision and the first including the conditions of the conditions are also conditions.

9. GOVERNING LAW, This Agreement and all matters articles articles articles articles articles articles of the State of the

10, INSURANCE. Upon Customer's request, Commins will provide to Customer a Certificate of Insurance evidencing Cumumins' relevant insurance coverage.

1). ASSIGNMENT. This Agreement shall be binding on the parties and their successors and easigns. Customer shall not easign this Agreement without the prior written constent of Customent.

12 INTELLECTIOAL PROPERTY. Any intellectual property rights occurred by either purely, wheather independently or jointly, in the course of the performance of this Agreement or otherwise related to Committee Agreement or Sering and does bearing strain Customer of the Agreement or the intellectual property of Customer Agreement shall be commend the Customer and the control intellectual property of the intellectual property of Customer Agreement shall be decembed to have given Customer all licentees or any other rights to use any of the intellectual property rights of Customer Agreement and Customer and Customer and Customer and Intellectual property of Customer Agreement and Customer and

13. MISCELLAWEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be under the bending and be delivered personally, mailed via the desired performed and the service belong the personal service to the provision hereof that in the desired that the contract of this Agreement shall be valid and the transfer of this Agreement shall be valid the relative by a party of a breach personally, and the contract the personal shall be valid the relative by a party of a breach of the personal shall be valid the remaining terms hereof.

13. MISCELLAWEOUS. Cummins shall be valid and the contract such that the personal shall be valid the valid the valid the personal shall be shall be valid to be presented by the personal shall be valid to the personal shall be valid to the transition of this Agreement that is invalid or mentioreship that the valid the remaining terms hereof.

at the Committe entered port sets (excitating transfing) and strell provides on-sell starvices (tochair, emergency work or other) on the Equipment (On-sell Starvices). Any On-sell Starvices and be invoked to the Constounce

Upon acceptance of this proposal will perform the services listed below, will inspect during business hours at least 2 time each year while this egreement remains in effect. These inspections will include:

X	Lube, oil and filter change (Oncelyear) Fuel filter change (Oncelyear)			[X		ar charge rate			
X				ŀ	X	Confirm engine and generator gauge operation				
NA	Engine fune-up with paris (Once/year)					×	Confirm generator controller operation including shutdown functions and emergency stop			
X	Clean air filter (Oncelyear)				ł	-x-	Check unit output voltage and edjust as necessary			
X	Check coclant level				}	-x -	**Check paralleling equipment operation			
X	Test anti-freeze and edjust					X	Chack Fuel Tank Level . : : [: :			
X	Inspect beits condition					X	Inspect fuel line and electrical connections			
X	Check engine heater operation						Annual Fuel Analysis (Optiona)			
X	Inspect air Intekes and outlets						Annual Coclant Analysis (Optional) Annual Oil Analysis (Optional) Annual ASTM Testing			
	Check transfer tank operation									
X	Drain exhaust line					10				
X	Inspect silencer						Check Leek Alarm (Optional			
X	Check battery charger operation and charging rate					3	Annual Resistive Load Bank Test 0 Hour (Optional Every			
X	Check battery electrolyte levels and specific gravity									
-X	Emergency system operation without load transfer						Annual Resistive Load Bank 0 Hour (Optional Every 3 Years			
X										
$\frac{\lambda}{x}$		ch gregoldone								
1×				ssory operation						
<u> </u>	1 30		Serial		F	ich	Each	3 ^{ra} year includes	Sub-Total	
Man	ufacturer	turer Model	Number	Location	Majo	or x Z	(Alnor x 3	Major 4belts & hoses	l. <u>-</u> 1	
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	HLER	275REOZD	0728769	Detention Center	_+ ".25			342875	8708.75	
KOHLER 275REOZD 0728769 Detantion Center 2662 2017 3428 SUB-TOTAL 19 223									19 222 2	
		-								

State Seles Tex: \$0.00

Total,

419,230

Tenny Service -2/0/20