INTER-DEPARTMENTAL COMMUNICATION

TO:

JONATHAN E. EVANS, CITY MANAGER

FROM:

TROY F. PERRY, INTERIM EXECUTIVE DIRECTOR OF UTILITIES

DATE:

AUGUST 2, 2017

SUBJECT: EMERGENCY GENERATOR REPAIRS

This correspondence is a follow-up to my memorandum dated July 28, 2017, and the meeting with you, Ms. Hoskins and Mr. Littles regarding the Water Plant emergency generator.

As you know, on Friday, July 28, 2017, at approximately 3:00 p.m. it was determined that the Water Plant emergency generator was inoperable. The generator is made by Cummings and they were notified and asked to respond and evaluate the problem. Based on the evaluation conducted by Cummings Generator Sales and Service, it was determined the generator could not be repaired until next week based on their preliminary assessment. As a result, staff was forced to secure an emergency back-up portable generator that is capable of powering the water plant in the event of a power failure. Staff contacted several local vendors but the companies did not have the recommended size generator available, however staff was able to secure a 1000kw generator from Herc Rentals, at a cost of \$19,180.00 per month, including cables and other accessories. The generator was shipped from Atlanta and installed by Grid One Electric on Saturday, July 29, 2017. The generator is currently ready to function if needed.

On Monday, July 31, 2017, Cummings Generator Sales and Service provided the District with an estimate of approximately \$30,094.29 to repair the generator. The company reminded us that this is just an estimate depending on what is discovered when the generator is disassembled.

While the purchase of two (2) new emergency generators are currently budgeted in the capital plan, I will be meeting with one of the engineering firms currently retained by the District to determine how we can move forward with design plans to purchase and install one (1) new generator that can service the entire water plant which includes the stripper towers, that currently has a designated generator. Both generators are located inside buildings and must be replaced with new generators that comply with new environmental regulations. As part of the overall plan, I also recommend installing the new generator outside and reallocate that space.

I will prepare an agenda item for the Board's approval, however, I am recommending that we move forward with the repairs to eliminate the month rental costs to Herc Rentals.

Should you have any questions, please contact my office.

TFP

C: Randy Sherman, Director of Finance and Administrative Services Rick Little, Interim Purchasing Director Department file



WEST PALM BEACH 3754 INTERSTATE PARK WAY MV# 95934 RIVIERA BEACH, FL 33404-(561)840-7281

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to: Cummins Power South

P. O. Box 403896 Atlanta, GA 30384-3896

INVOICE NO **ESTIMATE**

Remit To: P. O. Box 403896 Atlanta, GA 30384-3896

BILL TO

CITY OF RIVIERA BEACH PURCHASING DEPT **PO DRAWER 10682** 2391 AVE L RIVIERA BEACH, FL 33419-

OWNER

CITY OF RIVERIA BEACH PURCHASING DEPT **PO DRAWER 10882** RIVIERA BEACH, FL 33419-DEVON HILL - 561 8454057

PAGE 1 OF 2 *** CHARGE ***

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UNIT PRICE	: AMOUNT
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750.00	750.00
750.00 -	750.00
11.43	45.72
227.88	227.88
2,	954.05 937.50 937.50 - 2,513.24 750.00 -

Completion date: 21-Mar-2017 06:14PM. Estimate expires: 20-Apr-2017 04:14PM.

Billing Inquiries? Call (404) 763-0151

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

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AUTHORIZED BY (print name)	SIGNATURE	DATE	



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PAGE 2 OF 2

DATE		CUSTOM	IER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIP	MENT MAKE
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211968				21-MAR-2017	33121729			1000DFLA
REF. N	10.	SALE	SPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	U	NIT NO.
39107	-							20
QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE		UNIT PRICE	AMOUNT
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				LABOR (COVERAGE CREDIT:			0.000

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TOTAL MISC .:

ROAD MILEAGE

OUTSIDE REPAIR

MISC. COVERAGE CREDIT:

MISC .:

TAX EXEMPT NUMBERS:

LOCAL 0.00

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10,535.00

10,535.00

35.00

10,500.00

0.00CR

Completion date: 21-Mar-2017 06:14PM. Estimate expires: 2	0-Apr-2017 04:14PM.		
Billing Inquiries? Call (404) 763-0151			
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		TOTAL AMOUNT: US \$	30,094.29
AUTHORIZED BY (print name)	SIGNATURE	DATE	

CUMMINS POWER SOUTH

Cummins Power South Reserves the right to require cash payment on any transaction even if credit has been granted in the past.

LIMITED WARRANTY AND CONDITIONS OF SALE

The following limited warranties apply to all Cummins Power South facilities. Cummins Power South and CPS are synonymous in the following information.

Condition of Sale for Cummins and Cummins Recon Engines

- 1. Installing a Cummins or Cummins Recon engine for any purpose other than for its intended application provided on the engine's dataplate may be a violation of federal law subject to civil penalty.
- 2. Cummins Recon engines cannot be installed in new vehicle or equipment.
- 3. The Cummins Recon engine to be installed is to be of the same or newer model year as the model year of the engine, or engine with aftertreatment system, it is replacing, or if this is unknown, the model year of the vehicle or equipment in which it is to be used.

New Cummins Engines-Parts-Components-Accessories

Cummins Power Scuth(CPS) will administer the warranty of Cummins Inc. for new Cummins engines and parts and will administer the warranties for other manufacturers of new engines, equipment, accessories and components which are sold by CPS in the event of defect in such items only such manufacturers warranties will apply. Copies of warranty certificates provided by the equipment manufacturers are available upon request.

Rebuilt Engine Warrantles Diesel Recon Co. Rebuilt Exchange Engines

CPS will administer the warranty of Diesel Recon Co. for Diesel Recon Co. rebuilt engines. In the event of defect in such engines only the Diesel Recon Co. warranty will apply. A copy of the Diesel Recon Co. warranty certificate is available upon request.

Rebuilt Engine Warranties CPS Rebuilt Exchange Engines

CPS warrants any CPS rebuilt exchange engine sold by it to be free from defects in materials and workmanship under normal use and service for one year from the date of delivery to the first retail purchaser or 100,000 miles or 3.600 hours of operations, whichever occurs first, its obligation under this warranty being limited to repair or replacement, at CPS's option of any defective part or parts. This warranty covers 100% parts and labor, less warranty limitations for six months or 50,000 miles at which time labor is prorated to 50% of the remainder of the one year or 100,000 mile warranty.

Exchange components Warranties Recon and Other Exchange Components

CPS will administer Diesel Recon Co. exchange component warranties as well as the warranties of other manufacturers of exchange components, which are sold by us. In the event of defect in such items, only such manufacturer warranties will apply. Copies of warranty certificates provided by the component manufacturer are available upon request.

Exchange Components Warranties CPS Rebuilt Exchange Components

CPS warrants any CPS rebuilt exchange components sold by it to be free from defects in materials and workmanship under normal use and service for six months from the date of delivery to the first retail purchaser, its obligations under this warranty being limited to repair or replacement, at CPS's option, of any defective component. CPS warrants any rebuilt exchange (DX) cylinder heads to be free from defects in material or workmanship under normal use and service for a period of three months from the date of sale to the first retail purchaser or 25,000 miles, whichever first occurs.

General Service Work Warranty

CPS warrants repair work performed by CPS to be free from defects in workmanship under normal use and service for three months or 25,000 miles or 900 hours of operation whichever occurs first, its obligation under this warranty being limited to repair or replacement, at CPS's option, of any parts damaged as a result of faulty workmanship.

Due to possible internal defects CPS will not warranty reused magnafluxed parts.

Parts left in the equipment or reused in the recondition of equipment and any portions of the equipment not affected in the reconditioning of the equipment will be covered only by previous warranties, if any.

Warranty Procedure

All Parts supplied and repair work done by CPS which may be the subject of any manufacturer's warranty will be billed to the owner by CPS and shall be paid for in the normal manner while a warranty claim is being initiated with the manufacturer and the afleged defective parts are being examined. If and when CPS receives a credit form the manufacturer as a result of warranty this credit will be credited to the owner of the equipment.

Warranty Limitations

CPS shall in no event be liable for failures resulting from owner or operator abuse or neglect such as operation without adequate coolant, fuel or lubricants, overfueling, overspeeding, lack of maintenance of lubricants, fuels, cooling, or air intake systems, improper storage, starting, warm-up, run in or shut down practices.

CPS shall in no event be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc; communication expenses meals, lodging and incidental expenses incurred by owner or employees of owner "down-time" expenses, overtime expenses, cargo damages and all business costs and losses of revenue resulting from a warrantable failure.

CPS shall in no event be liable for failures resulting from improper repair by others or the use of parts not approved by CPS.

The warranties set forth above are the sole warranties of CPS and are in lelu of any other warranties. There are not other warranties of merchantability and fitness for a particular purpose. CPS shall not be liable in any event for any incidental or consequential damages. It's only obligations under its limited warranty being those set forth above. No oral or written statements or representations shall be binding upon CPS unless endorsed hereon and signed by CPS's authorized representative.

Affirmative Action

Cummins Power South is an equal employment opportunity employer and is a federal contractor. Consequently, the parties agree that, to the extent applicable, they will comply with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and the Vocational Rehabilitation Act of 1973 and also agree that these laws are incorporated herein by this reference.

USED, REBUILT or RECONDITIONED PARTS

Rebuilt or Reconditioned components will be noted with a suffix of 'RX', 'NX or 'DX' in the line item part number. CPS will reuse original parts as deemed appropriate, However, CPS will not sell and or install used parts unless specifically agreed to with the buyer and so noted on estimates and invoices.