



## GREENFIELD WATER UTILITY

451 Meek Street  
Greenfield, Indiana 46140  
[www.greenfieldin.org](http://www.greenfieldin.org)  
Phone: (317) 477-4350

28 November 2023

Mayor Chuck Fewell  
Board of Works and Public Safety  
10 South State St.  
Greenfield, IN 46140

Re: Water Utility Generator Service Agreement

Mayor and Board Members,

The Water Utility has annually renewed the emergency generator service contracts to maintain our backup power systems. These critical systems must be maintained so they remain in peak operating condition. This backup power capability includes a portable generator that is our administration building and shop backup supply and can be used for onsite power needs during a critical emergency.

Buckeye Power Sales is the contractor that Greenfield Utilities have used to service our generators, and we have been satisfied with the service provided. Buckeye has provided a three-year service agreement with the cost to be paid annually once service has been completed. I would like to request the Board's approval to award the 3-year contract to Buckeye power systems for a total annual amount of \$7,360.00.

I welcome any questions the Board may have on this request.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Charles Gill".

Charles Gill  
Manager  
Water Utility

cc: Jane Webb, Utility Coordinator  
Gregg Morelock, City Attorney  
Lori Elmore, Clerk-Treasurer

*451 Meek Street: Greenfield, Indiana 46140  
Phone 317-477-4350 Fax 317-477-4351*



**Planned Maintenance Agreement Quote**  
Page 1

**Bill-to Customer No.** C10007603  
City Of Greenfield (E)  
809 South State Street  
Greenfield, IN 46140  
USA

**Buckeye Power Sales Co., Inc.**  
1707 S. Franklin Road  
Indianapolis, IN 46239  
USA  
**Phone No.** 317.271.9661  
**Fax No.** 317.271.0242

**Contact** jgriffith@greenfieldin.org  
**Phone No.** 317-477-4350  
**E-Mail** jgriffith@greenfieldin.org  
**Salesperson** Alex Abud  
**Description** Bill Per Service Agreement - 3YR

**Quote No.** PMA1050719  
**Accept Before** 01/01/23  
**Starting Date** 03/01/24  
**Invoice Period** None  
**Annual Amount** 7,360.00

- Three Year Generator Planned Maintenance Agreement \*Bill Per Service\*
- Agreement includes 2 service visits per year Major and Minor
- Agreement includes Oil analysis during Major Service
- Agreement includes Coolant analysis during Major Service
- Agreement includes Fuel analysis during Major Service
- \*Agreement includes 2HR Load Bank Test on Portable unit only during Major

**\*\*\*SERVICE CYCLE\*\*\***

Major: July

Minor: Jan

**\*Bill Per Service Breakdown\***

Portable Unit:

Major: Parts,labor, Oil, Coolant, Fuel analysis, and 2HR LBT = \$ 1,200.00

Minor: Labor and Trp = \$ 205.00

Cummis::

Major: Parts,labor, Oil, Coolant, Fuel analysis = \$1,630.00

Minor: Labor and Trp = \$310.00

CAT:

Major: Parts,labor, Oil, Coolant, Fuel analysis = \$3,610.00

Minor: Labor and Trp = \$405.00

Please make sure that we call Jimmy before arriving on site. WE MUST CALL.

Jimmy G 317-538-3753

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We propose to furnish the materials and labor in accordance with the Buckeye Power Sales Co., Inc. Planned Maintenance Agreement Terms & Conditions

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**Ship-to Address**

City of Greenfield Water Utility  
City of Greenfield Water Utility  
2758 N Franklin St

Greenfield, IN 46140

USA

EQ1041050 Caterpillar SR4B/3512

CTSR4B

2FN02635

4,015.00

**Ship-to Address**

City of Greenfield Water Utility  
City of Greenfield Water Utility  
706 E Main St

Greenfield, IN 46140

USA

EQ1041049 450kW Cummins Generator

CU450DFEJ

E170193637

1,940.00



## Planned Maintenance Agreement Quote

Page 2

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### Ship-to Address

City of Greenfield Water Utility  
City of Greenfield Water Utility  
451 Meet Street

Greenfield, IN 46140  
USA

EQ1041709	Cat 85kw Generator	CT3054	4ZK05500	1,405.00
<b>Total</b>				<b>7,360.00</b>

Customer Signature Line

**PO #** \_\_\_\_\_

**Sign** \_\_\_\_\_

**Print** \_\_\_\_\_

**Date** \_\_\_\_\_

Please do not pay the total indicated on this Quotation as it does not include the applicable sales tax. A separate invoice will be sent for payment once the signed agreement has been returned to BPS.

**BUCKEYE POWER SALES CO., INC.**

**PLANNED MAINTENANCE AGREEMENT TERMS & CONDITIONS**

**ARTICLE ONE: TERM OF CONTRACT**

- 1.01 This Agreement shall commence on the date first written and shall continue for a period of one year (unless otherwise specified).
- 1.03 Rates for extended years shall be determined at the beginning of each billing cycle.
- 1.04 Replacement parts will be billed at prices prevailing at time of use.
- 1.05 Emergency service between scheduled services and/or load test services will be provided at rates in effect at the time of service for labor, parts and travel.

**ARTICLE TWO: REMEDIES FOR BREACH**

- 2.02 Servicing Agent is not responsible for any consequential damages, lost profits or any damages or losses.
- 2.03 Servicing Agent shall not be responsible for failure to render the service due to causes beyond its control including labor strikes, labor disputes, acts of God, etc., or consequential damages.

**ARTICLE THREE: TERMINATION OF AGREEMENT**

- 3.01 Either party may terminate this Agreement by giving sixty (60) days written notice to the other party
- 3.02 This Agreement shall terminate automatically on the occurrence of any of the following events:
- Bankruptcy or insolvency of either party
  - Assignment of this Agreement by either party without consent of the other party
  - Sale of the business of either party
  - Acts of God
  - Death or dissolution of either party
  - Impracticability and/or impossibility of performance
- 3.03 This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Servicing Agent for Customer, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by the Servicing Agent.
- 3.04 Customer agrees to defend, indemnify and hold Servicing Agent, its directors, officers and employees ("Indemnitees") harmless from and against any and all claims, losses, costs, expenses, attorney's fees and liabilities ("Claims") arising out of or related to the goods

**\*\*UNLESS RELATED TO THE NEGLIGENT PERFORMANCE OF SERVICING AGENT\*\***

- 3.05 If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled. The attorney's fees may be set by the court in the same action or in a separate action brought for that purpose.
- 3.06 This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

**ARTICLE FOUR: SERVICES TO BE PERFORMED BY SERVICING AGENT**

- 4.01 Servicing Agent agrees to provide labor, test equipment and/or replacement parts so as to perform Planned Maintenance, on equipment owned and/or operated by Customer. In performing its Planned Maintenance Program, Servicing Agent shall make scheduled visits consisting of the services outlined in the proposal as defined in this article
- 4.02 **Periodic Service**
- Services provided in each Servicing Agent's maintenance trip will include the following:
    - Inspect air cleaner
    - Check battery electrolyte levels and specific gravity
    - Test antifreeze and adjust
    - Clean battery terminals as necessary
    - Check coolant level
    - Check generator output voltage and adjust as necessary
    - Inspect belts and hoses as required
    - Emergency system operation without load transfer
    - Check engine heater operation
    - Frequency check/governor adjustment, as required
    - Check generator set for fuel, oil, coolant leaks
    - Check transfer switch and accessory operation (subject to owners approval and availability during service visit)
    - Check air intakes and outlets
    - Check engine alternator charge rates
    - Check transfer tank operation
    - Check engine and generator gauge and indicator operation
    - Drain exhaust line
    - Check generator set controller operation including shutdown functions
    - Inspect silencer
    - Perform engine checks per manufacturer's recommendations
    - Check battery charger operation and charge rate

**BUCKEYE POWER SALES CO., INC.**

**PLANNED MAINTENANCE AGREEMENT TERMS & CONDITIONS (continued)**

**4.03 Annual Maintenance**

- Services provided in Servicing Agent's annual maintenance trip will include items listed in Section 4.02 and the following:

- Lube, oil and filter(s) change

- Fuel filter(s) change

- Engine tune-up with parts for gas or gasoline engines (per the manufacturer's service intervals) Additional pricing will apply if performed, by request of customer, outside of the manufacturer's recommended service intervals.

\*Air filter and Battery replacement will be quoted at recommended intervals and invoiced at an additional charge. This charge is over and above the price of the Planned Maintenance Agreement unless otherwise specified and/or included in the Planned Maintenance Agreement.

**4.04** This Planned Maintenance Agreement is not a guarantee of equipment availability.

**4.05 Load Bank Service (only if specified as "Additional Services")**

- Customer and Servicing Agent agree that a load bank test service will be provided annually for a period of time as stated in the proposal. Servicing Agent's load bank test will be performed utilizing portable resistive load banks at unity power factor. Test to be performed in accordance with usual and customary practice as defined by applicable code.

**4.06** Servicing Agent agrees to perform Planned Maintenance to Customer's equipment in accordance with the Methods and Time Table set forth. No services or materials are under this Agreement unless specifically referred to herein.

**4.07 THIS AGREEMENT DOES NOT RELIEVE THE CUSTOMER OF PERIODICAL CHECKS AND TESTING AS OUTLINED IN THE MANUFACTURER'S SERVICE MANUAL.**