



March 23, 2021

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 emergency power backup systems. These critical systems must be maintained so the units remain peak operating condition. This emergency power backup capability includes a portable generator is currently the emergency supply for our Administration Building and Maintenance Garage. This portable unit, during a city wide emergency, could be also used onsite power.

Buckeye Power Sales is the contractor that the Wastewater Utility has used to service their emergency power generators. The wastewater utility has been satisfied with their service. Buckeye has given us a quote for the semi-annual services, and the total amount for a **one (1) year agreement**. If approved the one year agreement cost will be paid annually. I would like to request the board's approval to award the 1 year contract to Buckeye Power Systems for a total of \$ 5,915. Payments would be made after services are performed.

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

Respectfully Submitted,

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

Charles Gill
Manager
Water Utility

cc: Jason Koch, City Engineer
Lori Elmore, Clerk-Treasurer



Bill-to Customer No. C10009625
City of Greenfield Water Utility
451 Meet 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 Jimmy Griffith
Phone No. 317-477-4350
E-Mail jgriffith@greenfieldin.org
Salesperson Alex Abud
Description Bill Per Agreement 1YR

Quote No. PMA1035086
Accept Before 02/28/21
Starting Date 03/01/21
Invoice Period Year
Annual Amount 5,915.00

- 1YR Generator Planned Maintenance Agreement *Bill Per Service*
 - Agreement rates are locked in for all 3YRS
 - 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
- ***SERVICE CYCLE***
Major: July
Minor: Jan

Bill Per Service Breakdown
Portable Unit:
Major: Parts,labor, Oil, Coolant, Fuel analysis, and 2HR LBT = \$ 1, 035.00
Minor: Labor and Trp = \$ 190.00
Cummis::
Major: Parts,labor, Oil, Coolant, Fuel analysis = \$1,120.00
Minor: Labor and Trp = \$270.00
CAT:
Major: Parts,labor, Oil, Coolant, Fuel analysis = \$2,915.00
Minor: Labor and Trp = \$385.00

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

Ship-to Address

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

Greenfield, IN 46140
USA

EQ1041050 Caterpillar SR4B/3512	CTSR4B	2FN02635	3,300.00
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Ship-to Address

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

Greenfield, IN 46140
USA

EQ1041049 450kW Cummins Generator	CUDFEJ-1739261	E170193637	1,390.00
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Planned Maintenance Agreement Quote
Page 2

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

Greenfield, IN 46140
USA

EQ1041709	Cat 85kw Generator	CT3054	4ZK05500	1,225.00
Total				5,915.00

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.**