



*TIPS APPROVED CONTRACT *

PLANNED MAINTENANCE (PM) AGREEMENT

Clifford Power Systems, Inc. ("CPS") agrees to provide Williamson County ("Customer"), and Customer agrees to accept and pay for parts and services necessary to perform periodic Planned Maintenance ("PM") of ("Equipment").

Customer Address: 3101 SE Inner Loop City: Georgetown ST: TX ZIP: 78626

EQUIPMENT

Generator	Model	Serial	KW	Location	Quarterly PM Services	Load Bank
Baldor		P0508290007	180	Round Rock	\$2,020.76	\$817.02
Onan	GGFB-3388565	B000062477	35	Central Maintenance	\$1,335.51	\$579.45
Generac	2254270400	2066635	200	Juvenile	\$2,020.76	\$817.02
Cummins	DQFAD-1206664	F120358177	1000	ESOC	\$4,195.21	\$1,756.44
Generac	SD0400KG22125D18HPYY3	9159996	400	South Jail	\$2,328.48	\$1,044.48
Onan	DFLE-5583568	K020442322	1500	North Jail	\$4,746.31	\$2,567.34
Gillette	SPD-330-3-2E			Historic Jail	\$1,524.17	\$615.72
Sentry Pro	200MI30P-120	108148 01	109	Georgetown Health	\$1,747.60	\$701.86
Baldor	IDLC-150-JD	M07D206910-02	150	Taylor	\$1,747.60	\$701.86
Shindaiwa	DGK45C	71041	36	Cedar Park	\$1,335.51	\$579.45

This agreement will be in accordance to the following terms and conditions, for a period of one (1) year.

In consideration of the agreements herein contained:

- Customer agrees to:** Remit the annual amount of \$23,001.91 for the PM services performed by CPS, plus the cost of any additional options chosen below that are performed by CPS. Customer will receive a copy of CPS maintenance inspection report with all applicable areas filled out by the service technician. **Customer also agrees to pay all applicable taxes and environmental fees.**
- CPS agrees to:** Perform PM inspections of Equipment 4 times per year at approximate 3 month intervals. Work to be performed during regular business hours **8:00AM to 5:00PM Monday through Friday**. All applicable items of Equipment shall be inspected and reported to the Customer. CPS shall also report any noted problems with Equipment and recommended courses of corrective action to the Customer. CPS will perform normal maintenance on Equipment including oil and filter changes. The following are maintenance service intervals for filter and fluid changes, and other services not performed at every inspection. **All applicable items will be performed or checked at the first inspection after this agreement is accepted.**

INCLUDED PM ITEMS

A. Oil change once per year.	B. Oil filter change at time of oil change.
C. Fuel filter change (if applicable) once per year.	D. Oil analysis will be done (by outside laboratory) at time of oil change.
E. Coolant maintenance as necessary. Includes testing for freeze point & inhibitor levels. Conditioners added as needed. If coolant replacement necessary, a disposal fee of \$1.00 per gallon will be assessed.	

OPTIONAL PM SERVICE & APPLICABLE CHARGES

F. Perform 2 Hour Load Bank Test at the time of PM visit on (10) units. \$ <u>10,180.64</u> cost <input type="checkbox"/> Accept <input type="checkbox"/> Decline Performed Annually Initial Appropriate Line	G. Perform annual fuel contamination & quality testing on (10) units. \$ <u>4,270.00</u> cost <input type="checkbox"/> Accept <input type="checkbox"/> Decline Performed Annually Initial Appropriate Line
--	---

- Customer authorizes:** CPS to perform repairs deemed necessary for proper operation of the standby power system at time of inspection. The cost of repairs shall not exceed **\$ _____** (\$500 recommended) without customer authorization, and shall be documented on the inspection report. Repairs estimated to exceed this amount would be referred to the Customer for action and additional authorization. Cost for additional repairs will be charged at CPS prevailing labor rates plus parts costs and prevailing mileage rates (if additional trips are required).
- Customer authorizes:** CPS to perform a Diesel Fuel Top Off Service for an amount not exceed **\$ _____** (\$600 recommended) without customer authorization. This service shall be documented on the inspection report. Cost for fuel service will be charged at CPS prevailing labor and fuel rates. Service Trucks are capable of providing up to 100 gallons, if approved pricing covers costs.
- CPS warrants its work:** For a period of thirty (30) days from the date of service. This warranty is limited to failure as a result of workmanship and does not include failures resulting from improper or unauthorized installation, misuse, negligence, accident, over-loading, over-speeding, repairs made by someone other than CPS, fire, flood, vandalism, theft or any other acts beyond the control of CPS.
- Failures of new parts installed by CPS:** Failure of any new part/s installed by CPS during the course of maintenance service shall be covered by the manufacturer's warranty of said part(s).
- Renewal:** This agreement will automatically renew at the completion of the agreement period unless cancelled per paragraph 8.
- This agreement may be cancelled by either party:** With a ninety (90) day written notification.
- Limitation of Liability:** Clifford Power Systems, Inc.'s liability under this agreement, if any, shall be limited to the contract amount of this agreement. In no event shall CPS be liable for any consequential, incidental or exemplary damages, including, but not limited to, loss of profits or down time.

CPS and Customer have agreed to the above this day.

By: _____
Customer-Representative

By Candace Jaynes
CPS-Representative

Date: _____

Date: 11/01/2016