



Basic Preventative Maintenance Agreement

This Preventative Maintenance Agreement ("PMA") is entered into by Austin Generator Service ("Servicing Agent"), and Williamson County Wireless Communications for the purpose of setting forth the terms and conditions governing the Servicing Agent's obligations to inspect Williamson County Wireless Communications's emergency generating set(s) and associated equipment as listed herewith. Included are all accessories designated essential to the emergency power system.

Site Contact

Name Paul Swisher
Address 3171 SE Inner Loop
Georgetown, TX 78626
Email pswisher@wilco.org
Phone 512-943-3695

Billing Contact

Name Williamson County Wireless Communications
Address 3171 SE Inner Loop
Georgetown, TX 78626
Email
Phone shantil.moore@wilco.org

EQUIPMENT TO INSPECT

Twin Towers TWR1

KW: 40 Brand: Generac Model: SD040 Serial: 2091322

Thrall TWR4

KW: 30 Brand: Generac Model: SD030 Serial: 2063542

Florence TWR5

KW: 80 Brand: Generac Model: SD080AG174.5D18HPNL3 Serial: 3003892057

High Country TWR6

KW: 80 Brand: Generac Model: SD0080AG174.5D18HPNL Serial: 2115239

Tower Rd TWR7

KW: 80 Brand: Generac Model: SD0080AG174 Serial: 2113951

Granger TWR8

KW: 80 Brand: Generac Model: SD0080AG174 Serial: 8678531

Taylor TWR9

KW: 80 Brand: Generac Model: SD00800AG174.5D18HPYY Serial: 8178963

Cedar Park South TWR10

KW: 80 Brand: Generac Model: SD0080AG174.5D18HPNL Serial: 8923199

Austin Generator Service – 512.251.2247--2004 Howard Lane – Austin, TX 78728 - TECL 29729

Regulated by The Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512- 463-6599;
website: www.tdlr.texas.gov

QUARTERLY INSPECTION

During each of (3) Quarterly Inspections, all generator systems are visually checked for potential problems, and are physically tested to assure reliability. The proper personnel will be notified of any discrepancies and advised as to the cost of repairs. No parts, supplies or annual services are included in the quarterly inspection costs.

Annual Inspections \$5,670.00
Annual Load Bank Tests (2 Hour) \$3,330.00

ANNUAL TOTAL \$9,000.00

ANNUAL INSPECTION

During the Annual Inspection, the following shall be performed: change oil and oil filters, fuel filters, coolant filters, air filters (as needed, cost of air filters not included), perform lab analysis on samples of oil and coolant. At this time, basic run tests are conducted to ensure generator reliability and operation. An Automatic Transfer Switch visual inspection is performed annually along with transfer test, if transfer test is permitted.

EMERGENCY SERVICE RATES: All PMA customers receive priority status. Emergency service required between regular inspections will be provided at standard rates or overtime rates for labor and travel, plus current prices for materials, and mileage.

SERVICES: Servicing Agent shall provide regularly scheduled inspections and annual service on the equipment located at Site Address. Such services shall include but not be limited to quarterly and annual service. Servicing Agent shall provide such services during its regular business hours, which are 8 a.m. to 5 p.m., Monday through Friday except Holidays.

WARRANTIES: Servicing Agent warrants that service performed under this Agreement will be performed only by Servicing Agent employees who have been properly trained for the maintenance of equipment. Servicing Agent warrants that any products or parts provided by Servicing Agent will be free from defects, under normal use and operation, for a period of ninety (90) days after their date of installation. During this time, Servicing Agent shall repair such defects at Servicing Agent's expense. Defective parts replaced under this warranty shall become the property of the Servicing Agent. Parts generally considered as expendable during normal use are not covered under this warranty.

All other warranties, express and implied including merchantability and fitness for a particular use are hereby waived, disclaimed and excluded.

TERMS: Net 30 with approved credit.

TAXES: Unless otherwise noted, prices do not include applicable federal, state or local sales, use, property or excise taxes. In lieu of such taxes, the Owner shall provide a tax exemption certificate, acceptable to the applicable taxing authority.

EXCLUSIONS: This agreement does not include services to repair damage caused by abuse, accident, theft, acts of a third person, forces of nature or altering the equipment. At the request of the Owner, Servicing Agent will provide services at its then prevailing rate. Servicing Agent shall not be responsible for failure to render service for causes beyond its control, including strikes and labor disputes. Owner understands and agrees that Servicing Agent is not responsible for special or consequential damages, including loss of time, injury to person or property, incidental or economic loss due to unit or equipment failure. After each inspection, the Servicing Agent will furnish Owner with a written report detailing services performed, with information regarding further service needed to maintain peak performance of all systems. All permitting is excluded unless otherwise specified in this proposal.

INSURANCE: Upon request, Servicing Agent shall furnish Owner with certificates of insurance for all insurance coverages provided.

ASSIGNMENT: Neither party may assign this Agreement or any obligation or right here under without prior written consent of the other party

FUEL: Customer assumes responsibility for insuring adequate quantity and quality of diesel fuel required for Austin Generator Service to operate and test the generator during each service. Additional fuel testing and polishing services may be listed on this PMA or available upon request.

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No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

Right to Audit: Servicing Agent agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Servicing Agent which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Servicing Agent agrees that licensee shall have access during normal working hours to all necessary Servicing Agent facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. licensee shall give Servicing Agent reasonable advance notice of intended audits.

ACCEPTANCE AND PRICING

Prices quoted in this agreement are firm for 30 days. Prices are subject to change. Notice of price increases will be in the form of a revised Inspection Agreement and is not subject to alteration except as mutually agreed upon in writing. Periodic price increases resulting in a revised Agreement will be effective within thirty days of revision. Either party upon thirty days of written notice may terminate this Agreement at any time. Failure to notify of cancellation 30 days prior to scheduled inspection may result in a cancellation fee. Any services rendered which remain unpaid at the time of cancellation shall be due and payable upon demand.

ACCEPTED

WILLIAMSON COUNTY WIRELESS COMMUNICATIONS

By _____

Date _____

ACCEPTED

AUSTIN GENERATOR SERVICE

By Ronnie Lane

Date 11-10-2020

This proposal may be withdrawn by the Servicing Agent if not accepted within thirty days.

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Inspection List:

Lubrication System

- Leaks
- Oil Level
- Filters

Cooling System

- System Leaks
- Water Level
- Antifreeze/DCA
- Hoses
- Belts
- Cooling Fins
- Block Heater
- Pillow Block

Fuel System

- System Leaks
- Filters
- Lines
- Tank Levels
- Transfer Pump
- Water Separators
- Solenoid
- Wiring
- Governor

Housing/Cabinets

- General
- Fit
- Decals

Exhaust System

- Leaks
- Condensation
- Turbo Charger
- Flex Pipe
- Rain Cap
- Muffler

Operational Tests

- NO LOAD run test
- Voltage A.C./D.C.
- AMPS A.C./D.C.
- Frequency
- Time Delays
- Oil Pressure
- Engine Temperature

D.C., Direct Current, Electrical

- Batteries and Water Level
- Specific Gravity
- Terminals
- Battery Charge Rate

A.C., Alternating Current, Electrical

- Brushes/Generator/Regulator
- Instruments/Meters
- Circuit Breaker

Automatic Transfer Switch

- Contacts
- Exercise Clock
- Transfer Test (*if permitted*)

Ignition System

- Plugs (*spark ignited systems only*)
- Points, Condenser
- Cap, Rotor
- Wiring, Coil
- Corrosion

Load Bank Testing Qualifications and Warnings

As stated in NFPA 110, load bank testing of standby generator sets is recommended or required in life safety applications. In the absence of a load bank connection point, Austin Generator Service must disconnect the generator electrical feeder/s at the generator breaker/s to connect the Load Bank. As a result, emergency power from the generator will not be available to serve emergency loads during a power outage. It is the Customer's responsibility to notify all necessary parties that the generator will not be available. To reduce this risk, Austin Generator Service can provide and connect rental generators, upon request. Costs for rental generators and their installation are not included in this Agreement, unless otherwise noted. Additionally, Austin Generator Service can provide and install approved connection systems, upon request.

CUSTOMER ASSUMES ALL LIABILITY AND RISK FOR ANY IMPACT TO CUSTOMER FACILITY, INCLUDED LIFE SAFETY, WHICH MAY RESULT FROM UNEXPECTED POWER OUTAGES THAT MAY OCCUR DURING ANY MAINTENANCE, REPAIRS, AND/OR LOAD BANK TESTING. AUSTIN GENERATOR SERVICE SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES OR WEAR AND TEAR TO EXISTING GENERATOR FEEDER/S AND/ OR BREAKER/S AS A RESULT OF LOAD BANK TESTING.

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