



Planned Maintenance Agreement

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Buckeye Power Sales Co., Inc.

1707 S. Franklin Road
Indianapolis, IN 46239
USA

Phone No. 317.271.9661
Fax No. 317.271.0242

Bill-to Customer No. C10003786
Whitestown Municipal Complex (E)
6210 Veterans Drive Suite 300
Whitestown, IN 46075
USA

Contact Bill Johnson
Phone No. 317.447.3922
E-Mail bjohnson@whitestown.in.gov

Salesperson Indianapolis Service Salesman (Renewals)
Contract No. PMA1011099
Description Planned Maintenance - 3yr

Starting Date 12/01/20
Invoice Period Year
Annual Amount 8,735.00
Accept Before

Contract Comments

- 3YR Planned Maintenance Agreement 12/01/23-11/30/26
- Price Locked In for all 3YRS
- Agreement includes 1 Major trip per year : full Majors on all 6 units -
- Agreement includes replacement of Air Filters on all 6 units -
- **** Service Cycle ***
- *Major: Dec
- Please send all invoices to the following email below
- accountspayablewmu@whitestown.in.gov

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

Whitestown Municipal Complex
70595 INDIANAPOLIS RD
Whitestown, IN 46075

EQ1005816	500 REOZVB sn 2313696	KH500REOZVB	2313696	1,305.00
MAJOR	Major -Air Filter			

Ship-to Address

Whitestown WWTP
7728 S CR 450E
Brownsburg, IN 46112

EQ1011666	INDUSTRIAL	KH2000REOZMD	SGM32CT58	4,000.00
MAJOR	Major -Air Filter			

Ship-to Address

Rural Run
Whitestown Municipal Complex
6999 Lexington Circle
lift station
Zionsville, IN 46077

EQ1013624	150REOZJF - 150 kW 60 Hz	KH150REOZJF	SGM32DNP2	625.00
MAJOR	Major -Air Filter			



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Ship-to Address
 Whitestown Municipal Complex
 7761 SR 334
 Zionsville, IN 46077

EQ1020574	Olympian G100F3	OLG100F3	OLY00000TNF	460.00
MAJOR	Major -Air Filter			

Ship-to Address
 Whitestown Municipal Complex (E)
 121 Hull Street
 Whitestown, IN 46075
 USA

EQ1069047	MTU 250kw Generator	MTDS250	95090502336	1,095.00
MAJOR	Major -Air Filter			

Ship-to Address
 Whitestown Municipal Complex (E)
 CAT Unir
 4654 S Main Street
 Whitestown, IN 46075
 USA

EQ1074407	500kW Caterpillar Generator	CTD500GC	CAT0D500CS6	1,250.00
MAJOR	Major -Air Filter			

Total

8,735.00

Customer Signature Line

PO #

Sign

Print

Date

Please do not pay the total indicated on this Agreement 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).
- 1.02 For services rendered under this proposal, Customer agrees to pay Servicing Agent in advance of performance of services.
- 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

- 2.01 In the event Servicing Agent and/or its employees/agents negligently fail to perform the Planned Maintenance Services outlined herein, the failure of which directly causes property damage, the sole remedy available to Customer shall be the replacement or repair of property with property of equal quality and value. This applies only to the Generator(s) and/or Automatic Transfer Switch(es).
- 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 and services relating to this agreement.
- 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.**

Services Performed at Scheduled Maintenance Visits

Minor Maintenance

- Check air intakes and outlets
 - Drain exhaust line
 - Check battery charger operation and charge rate
 - Clean battery terminals as necessary
 - Emergency system operation without load transfer
 - Check transfer switch and accessory operation
 - Check engine & generator gauge & indicator operation
 - Check generator set controller operation including shutdown functions
 - Emergency system operation with load transfer (subject to owners approval)
- Inspect Air Cleaner
 - Check Coolant Level
 - Check Engine Heater Operation
 - Test Antifreeze and Adjust
 - Inspect Belts and Hoses as Required
 - Check generator set for fuel, oil, coolant leaks
 - Check transfer tank operation
 - Inspect silencer
 - Check battery electrolyte levels and specific gravity
 - Check generator output voltage and adjust as necessary
 - Frequency check/governor adjustment, as required
 - Check engine alternator charge rates

Major Maintenance

- Check air intakes and outlets
 - Drain exhaust line
 - Check battery charger operation and charge rate
 - Clean battery terminals as necessary
 - Emergency system operation without load transfer
 - Check transfer switch and accessory operation
 - Check engine & generator gauge & indicator operation
 - Perform engine checks per manufacturer's recommendations
 - Check generator set controller operation including shutdown functions
 - Engine tune-up with parts (to include points, condenser, rotor, cap, and spark plugs) for gas engines only as required
 - Emergency system operation with load transfer (subject to owners approval)
- Inspect Air Cleaner
 - Check Coolant Level
 - Check Engine Heater Operation
 - Test Antifreeze and Adjust
 - Inspect Belts and Hoses as Required
 - Check generator set for fuel, oil, coolant leaks
 - Check transfer tank operation
 - Inspect silencer
 - Check battery electrolyte levels and specific gravity
 - Check generator output voltage and adjust as necessary
 - Frequency check/governor adjustment, as required
 - Check engine alternator charge rates
 - Lube oil and filter(s) change
 - Fuel filter(s) change