



PLANNED MAINTENANCE (PM) AGREEMENT

Clifford Power Systems | 22811 Industry Lane | Tomball, TX | 77375

Clifford Power Systems, Inc. ("CPS") agrees to provide [City of Seabrook Public Works] ("Customer"), and Customer agrees to accept and pay for parts and service necessary to perform periodic Planned Maintenance ("PM") of ("Equipment").

Customer Address: [1100 Red Bluff Rd] **City:** [Seabrook] **State:** [Tx] **Zip:** [77586]

Year 1 - \$15,948.00

BuyBoard #657-21

This proposal will be effective for 30 days and will expire on -- **12/3/2022**

This agreement will be in accordance to the following terms and conditions, for a period of **1** year. Coverage Dates **12/01/2022 -- 11/30/2023**

In consideration of the agreements herein contained:

- 1. Customer agrees to:** Remit Amount of **\$15,948.00** for the first year of Planned Maintenance and any additional services, please refer to the payment schedule above for details. Customer agrees to make payment upon receipt of invoice.
- 2. CPS agrees to:** Perform all Preventative Maintenance inspections on a Quarterly basis, additional services will be performed in the frequency described in the Equipment PM Items and Optional Services list. Work is to be performed during regular business hours 8:00AM to 5:00PM Monday through Friday. Customer will receive a copy of CPS maintenance inspection report with all applicable areas filled out by the service technician. 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, visits include our standard 99 point inspections and equipment test.
- 3. Customer also 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 [] (*\$750 recommended*) without customer authorization, and shall be documented on the inspection report. Repairs estimated to exceed this amount will be referred to the Customer for action and additional authorization. Cost for additional repairs will be invoiced separately at CPS prevailing labor rates plus parts costs and prevailing mileage rates (if additional trips are required).
- 4. Customer also authorizes:** CPS to perform a Diesel Fuel Top Off Service for an amount not to exceed [] (*\$700 recommended*) without customer authorization. This service shall be documented on the inspection report. Cost for fuel service will be invoiced separately at CPS prevailing labor and fuel rates. Service Trucks are capable of providing up to 100 gallons, if approved pricing covers costs.
- 5. CPS warrants its work:** For a period of **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, while under agreement.
- 6. 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.
- 7. Renewal:** This agreement will automatically renew annually unless cancelled per paragraph 8.
- 8. This agreement may be cancelled by either party:** With a **60** day written notification.
- 9. Registration/Training Fees:** If Buyer requires Seller to register with an entity, or incur additional costs such as licensing or training specific to the servicing requirements of Buyer's account, then Buyer agrees to reimburse Seller all costs affiliated with these fees. Costs include direct fees for registration plus 20% for Seller's administration.
- 10. Limitation of Liability:** Clifford Power System, 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.



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Equipment PM Items and Optional Services

Service Location: Public Works - 1100 Red Bluff Rd - Seabrook, Tx 77586 **Service Terms:** 12/01/2022 -- 11/30/2023 **Location Total:** \$2,178.90

- Incl. **Cummins 500kW**
- 4 × 99-Point Inspection & Test
 - 1 × Engine Service
 - 1 × LoadBank - 2 Hours (\$1110 ea.)
 - 1 × Building Load Test - ¼ Hour (\$122 ea.)

Service Location: Public Works Mobile Unit #391277 - 1100 Red Bluff Rd - Seabrook, Tx 77586 **Service Terms:** 12/01/2022 -- 11/30/2023 **Location Total:** \$596.70

- Incl. **Generac 80kW**
- 1 × 99-Point Inspection & Test
 - 1 × Engine Service
 - 1 × LoadBank - 2 Hours (\$497 ea.)

Service Location: Public Works Mobile Unit #391275 - 1100 Red Bluff Rd - Seabrook, Tx 77586 **Service Terms:** 12/01/2022 -- 11/30/2023 **Location Total:** \$596.70

- Incl. **Generac 80kW**
- 1 × 99-Point Inspection & Test
 - 1 × Engine Service
 - 1 × LoadBank - 2 Hours (\$497 ea.)

Service Location: Wacker - 1100 Red Bluff Rd - Seabrook, Tx 77586 **Service Terms:** 12/01/2022 -- 11/30/2023 **Location Total:** \$596.70

- Incl. **Wacker Neuson 67kW**
- 1 × 99-Point Inspection & Test
 - 1 × Engine Service
 - 1 × LoadBank - 2 Hours (\$497 ea.)

Service Location: Ingersoll Rand - 1100 Red Bluff Rd - Seabrook, Tx 77586 **Service Terms:** 12/01/2022 -- 11/30/2023 **Location Total:** \$1,125.90

- Incl. **Ingersoll Rand 400kW**
- 1 × 99-Point Inspection & Test
 - 1 × Engine Service
 - 1 × LoadBank - 2 Hours (\$1110 ea.)

Service Location: Water Well 1 - TBD - Seabrook, Tx 77586 **Service Terms:** 12/01/2022 -- 11/30/2023 **Location Total:** \$2,178.90

- Incl. **MTU 350kW**
- 4 × 99-Point Inspection & Test
 - 1 × Engine Service
 - 1 × LoadBank - 2 Hours (\$1110 ea.)

Service Location: Water Well 2 - 2501 Lakeside - Seabrook, Tx 77586 **Service Terms:** 12/01/2022 -- 11/30/2023 **Location Total:** \$2,178.00

- Incl. **Cummins 450kW**
- 4 × 99-Point Inspection & Test
 - 1 × Engine Service
 - 1 × LoadBank - 2 Hours (\$1110 ea.)

Service Location: Water Well 3 - 2613 Red Bluff - Seabrook, Tx 77586 **Service Terms:** 12/01/2022 -- 11/30/2023 **Location Total:** \$2,178.00

- Incl. **MTU 350kW**
- 4 × 99-Point Inspection & Test
 - 1 × Engine Service
 - 1 × LoadBank - 2 Hours (\$1110 ea.)



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Service Location: Repsdorph Water Tower - 2510 N. Repsdorph - Seabrook, Tx 77586 **Service Terms:** 12/01/2022 -- 11/30/2023 **Location Total:** \$596.70

Incl. Generac 48kW

- 4 × 99-Point Inspection & Test
- 1 × Engine Service
- 1 × LoadBank - 2 Hours (\$497 ea.)

Service Location: City Hall - 1700 1st St - Seabrook, Tx 77586 **Service Terms:** 12/01/2022 -- 11/30/2023 **Location Total:** \$1,926.00

Incl. Generac 230kW

- 4 × 99-Point Inspection & Test
- 1 × Engine Service
- 1 × LoadBank - 2 Hours (\$812 ea.)
- 1 × Building Load Test - ½ Hour (\$122 ea.)

Service Location: Fire Station - 1850 E. Meyer Ave - Seabrook, Tx 77586 **Service Terms:** 12/01/2022 -- 11/30/2023 **Location Total:** \$1,793.70

Incl. Katolight 180kW

- 4 × 99-Point Inspection & Test
- 1 × Engine Service
- 1 × LoadBank - 2 Hours (\$562 ea.)

Clifford Power Systems and Customer have agreed to the above this day.

By: Peter Psarovarkas Date: 11/3/2022
Clifford Power Systems-Representative

By: _____ Date: _____
Customer-Representative