

BILL NO. S-19-02-08

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving SERVICE AGREEMENT -
WATER TREATMENT FACILITY STANDBY
EMERGENCY GENERATORS - RESOLUTION #105-
9-28-18-1 (\$201,181.22) between MACALLISTER
POWER SYSTEMS and the City of Fort Wayne,
Indiana, in connection with the Board of Public Works.

**NOW, THEREFORE, BE IT ORDAINED BY THE COMMON
COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

SECTION 1. That the SERVICE AGREEMENT - WATER TREATMENT
FACILITY STANDBY EMERGENCY GENERATORS - RESOLUTION #105-9-28-18-1
(\$201,181.22) by and between MACALLISTER POWER SYSTEMS and the City of Fort
Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and
affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power, transportation,
miscellaneous equipment, etc., necessary for Water Treatment Facility
Standby Emergency Generators for performing preventative
maintenance on all City Utilities owned emergency generators.
Contract is for a period of five (5) years;

involving a total cost of TWO HUNDRED ONE THOUSAND ONE HUNDRED EIGHTY-
ONE AND 22/100 DOLLARS - (\$201,181.22). A copy of said Contract is on file with the
Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and
after its passage and any and all necessary approval by the Mayor.

Council Member

APPROVED AS TO FORM AND LEGALITY

Carol Helton, City Attorney



SERVICE AGREEMENT: _____

SUPPLIER NAME MacAllister Power Systems		CITY DEPARTMENT City Utilities Engineering
STREET ADDRESS 2418 West Coliseum Boulevard		STREET ADDRESS 200 East Berry Street, Suite 250
CITY, STATE, ZIP CODE Fort Wayne, IN 46808		CITY, STATE, ZIP CODE Fort Wayne, IN 46802
ATTENTION Mr. Nick Carrothers		INVOICE ADDRESS 1100 Griswold Avenue
TELEPHONE 260-493-6469 x5150	FAX 260-471-9932	CITY, STATE, ZIP CODE Fort Wayne, IN 46805
REMIT-TO ADDRESS 2418 West Coliseum Boulevard		ATTENTION Earl Lindow
CITY, STATE, ZIP CODE Fort Wayne, IN 46808		TELEPHONE 260-427-1348
		FAX 260-427-1354

Service Description	Rates
Preventative maintenance performed twice yearly for five (5) years on thirteen (13) Water Treatment Facility emergency generators.	\$40,236.24 per year for 5 years
Aggregate Price	\$201,181.22

The following Attachments are part of this Agreement:

- Exhibit A: Request for Quote**
- Exhibit B: Proposal with Pricing**
- Exhibit C: Certificate of Insurance**
- Exhibit D: Terms and Conditions**

SERVICE ADDRESS Several locations – See Proposal
CITY, STATE, ZIP CODE Fort Wayne, IN
AGREEMENT START DATE March 1, 2019
AGREEMENT END DATE December 31, 2023

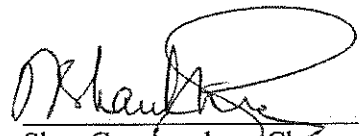
This Agreement is entered into between Supplier and the City as of March 2019. The additional terms and conditions on the reverse side hereof are part of this Agreement. Capitalized terms on this page are used as defined terms when the context so requires. The City may extend the Contract at its option, for an equivalent period, by written notice to the Supplier not less than thirty days prior to the expiration date.

SUPPLIER:

By (Signature): <i>Nicholas Carrothers</i>	By (Signature): See attached signature page
Printed Name: Nicholas Carrothers	Printed Name:
Title: Product Support Rep	Title:
Date: 01/28/19	Date:
FEDERAL TAX ID NUMBER: 35-0791060	

BOPW

Approval of Preventative Maintenance Agreement between the City of Fort Wayne and MacAllister Power Systems for Preventative Maintenance Services on thirteen (13) generators. Compensation for services performed shall be \$201,181.22.


Shan Gunawardena, Chair

ABSENT
Kumar Menon, Member


Mike Avila, Member

ATTEST:


Michelle Fulk, Clerk

Date: 2.5.19

CITY UTILITIES EMERGENCY GENERATOR PREVENTATIVE MAINTENANCE PROGRAM

CONTACT FOR QUESTIONS

For general questions on the RFP:
Contact Josh Hendricks at 260-427-6050

For questions on specific projects:
Contact the Electrical Engineer of City Utilities Engineering,
Stephen Williams at 260-427-2684

SUBMITTAL INFORMATION

Date Issued: **September 27, 2018**
Submittal Deadline: **October 16, 2018 by 11:30 AM EDT**

Submit To:

**Board of Public Works
200 E. Berry, Suite 210
Fort Wayne, Indiana 46802**

REQUEST FOR PROPOSAL ADVERTISEMENT

The Division of Utilities for the City of Fort Wayne (FWCU) is seeking competitive proposals from qualified firms in response to a "REQUEST FOR PROPOSALS" (RFP) to serve as a single point administrator for Emergency Generator Preventative Maintenance Services at the Water Pollution Control Plant (WPCP), Wet Weather Pumping Station (WWPS), and Three Rivers Filtration Plant (FLP) facilities.

Sealed Proposals shall be submitted to the Board of Public Works, Citizens Square, 200 E. Berry, Suite 210, Fort Wayne, Indiana 46802, by **October 16, 2018** until **11:30 AM**, local time. Any Proposals received after that time will not be accepted.

Three (3) hardcopies plus one (1) USB drive of the Proposals must be submitted in a sealed envelope with the following information on the bottom left hand corner of the envelope:

RFP – Fort Wayne City Utilities Emergency Generator Preventative Maintenance Program

Name of Provider submitting proposal

The RFP may be obtained from the Board of Public Works, Citizens Square, 200 E. Berry, Suite 210, Fort Wayne, Indiana, 260.427.6956 pursuant to submitting the Qualification.

All questions on the RFP shall be in written form and emailed to Stephen Williams at Stephen.Williams@cityoffortwayne.org. Deadline for questions shall be **Thursday, October 11, 2018 at 12:00 PM**

Issued by the authority of the:

City of Fort Wayne

Board of Public Works

Publish: September 28, 2018 and October 5, 2018 in the Fort Wayne newspaper Journal Gazette.

INSTRUCTIONS TO INTERESTED PROVIDERS

The following pages and Exhibits make up the Fort Wayne City Utilities ("FWCU") Guidelines and Instructions for this RFP.

Sealed Proposals shall be submitted to the Board of Public Works, Citizens Square, 200 E. Berry, Suite 210, Fort Wayne, Indiana 46802, by **October 16, 2018** until **11:30 AM**, local time. Any Proposals received after that time will not be accepted.

Three (3) hardcopies plus one (1) USB drive of the Proposal must be submitted in a sealed envelope with the following information on the bottom left hand corner of the envelope:

EXHIBIT A

RFP – Fort Wayne City Utilities Generator Preventative Maintenance Program
Name of Provider submitting proposal

City of Fort Wayne Utilities posts its RFQ's, RFP's and construction bidding opportunities on the City's "Project Bidding" website.

Bid Documents for this project may be examined online:
<http://bidding.cityoffortwayne.org/city.php>.

Bid Documents will also be available at the Board of Works office located Within Citizen's Square at 200 East Berry Street, Suite 210, Fort Wayne, IN 46802.

An electronic version of this RFP document will be posted on the project bidding website. In addition to this RFP documents, electronic copies (.pdf's) of relevant supporting information intended to be provided for this project item listed on this RFP will be posted under the "project details" link listed under the RFP heading upon request.

GENERAL REQUIREMENTS

Stephen Williams will be the contact for FWCU throughout the RFP process for all specific detail questions. Josh Hendricks is available to answer any general questions about the RFP. Attempted contact by an interested Provider with anyone associated with FWCU other than Stephen Williams, 260-427-2698 (Stephen.Williams@cityoffortwayne.org) OR Josh Hendricks, 260-427-6050 (Joshua.Hendricks@cityoffortwayne.org) to discuss specifics of the project is discouraged. Only clarifications provided to prospective Providers in writing by FWCU will be considered binding.

FWCU reserves the right to reject any and all Proposals. The Provider is responsible for compliance with all Federal, State and Local codes and environmental regulations.

The Provider shall comply with all applicable Laws and Regulations including, but not limited to, Occupational Safety and Health Administration (OSHA) relating to persons or property, or to the protection of persons or property from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Provider shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Project.

**REQUEST FOR PROPOSAL FOR THE FORT WAYNE CITY UTILITIES
"GENERATOR MAINTENANCE"**

Scope:

Fort Wayne City Utilities (FWCU), is seeking competitive proposals from qualified firms to provide the City with a complete comprehensive service and maintenance agreement for its generators and associated transfer switches.

The process of responding to this Request for Proposal (RFP) should involve only those interested companies willing to take the necessary time to visit each specific site and its equipment included in this RFP.

RFP Request:

Sealed Proposals shall be submitted to the Board of Public Works, Citizens Square, 200 E. Berry, Suite 210, Fort Wayne, Indiana 46802, by **October 16, 2018** until **11:30 AM**, local time. At this time each quotation will be review by the City Engineering Officials. All qualifying proposals are subject to the City of Fort Wayne posting individual interviews to help us select and determine the best suited contractor for our needs.

All Contractors must comply with all state and local laws and ordinances regarding fees, licensing and proposal requirements. A current certificate of insurance much be provide with proposal.

Term:

The initial term of this contract will be for sixty (60) months (5-years). The City requests that all participating contractors provide a thirty-six (36) month (3-year) option for consideration.

No proposal may be withdrawn for a period of forty-five (45) calendar days after the proposal opening.

City Contact:

If you have any questions regarding this RFP contact Stephen Williams with the City Utilities Operations @ 260-427-2684.

Qualified Vendor:

A qualified vendor is defined for this purpose as one who meets, or by the date of proposal acceptance can meet all requirements for licensing, insurance, and services contained within this RFP.

INSTRUCTIONS TO CONTRACTORS:

Purpose:

The purpose of this document is to provide potential contractors with general and specific information in submitting a proposal to supply the City needs as listed within.

Definitions:

- Contractor: This term is used to encompass the party seeking to have an agreement with the City of Fort Wayne.
- City: This term is defined as the City of Fort Wayne, Indiana. All communications relating to the proposal process or the resulting purchase should be directed to the City Utilities Engineering Office.
- Purchase: This term means the agreement is to be executed by the City and the successful Contractor.

General Requirements and Provisions:

- Parts & Workmanship warranties shall be defined in your proposal.
- Contractor shall provide the names, titles, and responsibilities of all additional support staff involved.
- It is the Contractor's responsibility to review and to familiarize themselves with the equipment prior to submitting their proposal. Arrangements for viewing all equipment will be coordinated through:
 - Earl Lindow, for Water Filtration Plant units, 260-427-1348.
 - Joseph Johnson for Water Pollution Control Plant units, 260-427-2411.
 - Due to limited site space, City Utilities will provide a van for site visits.
 - Site visit will take place **Thursday, October 4, 2018** and **Friday, October 5, 2018** at 8:00 AM EDT, starting from Water Pollution Control Plant at 2601 Dwenger Ave. Fort Wayne, IN.
 - Contact Stephen Williams by **Wednesday, October 3, 2018** at **12:00 PM** to confirm how many from your company plan to attend the site visits.
 - Parking will be available at the Water Pollution Control Plant's South Parking Lot.

RFP Preparation

All Proposal Responses Shall Be:

- Typewritten and signed by the Contractor firm's authorized representative with all erasures or corrections initialed and dated by said signer.
- Each proposal constitutes an offer and may not be withdrawn. Proposal prices are to remain firm for the period stated in this RFP.
- Each proposal shall include the name, address, telephone number, fax number and e-mail address of at least three (3) current customers for whom they have provided similar services. These references may be contacted, and if so, their responses will constitute a significant part in the proposal evaluation process.
- Three (3) hard copies plus one (1) USB drive of the Proposal Response shall be submitted in a sealed envelope with the following information written on the outside of the envelope:

- The name of the Contractor/Company
- "CITY UTILITIES EMERGENCY GENERATOR PREVENTATIVE MAINTENANCE PROGRAM"
- Mailed or delivered to the address shown in the RFP
- Proposals not received by that time and date specified will not be opened or considered, unless the delay is a result of the City, its agents, or assigns.

Award Criteria:

Procurement of the final contract for this project and final determination of the firm to receive the contract will be performed through the Competitive Sealed Proposal (CSP) process.

All submitted Statements of Qualifications (SOQ's) will be scored by City staff. The proposed general categories and Basis of Evaluation for scoring this project are listed below. Scoring totals will be adjusted by an overall multiplier (range 0.9 to 1.1) depending upon past performance with City Utilities Engineering.

Statement of Qualifications – Basis of Evaluation (100 points total)

Key Personnel (Service Manager, Technicians, other key personnel)	20 points
Relevant Experience and References	20 points
Locations	5 points
Preventative Maintenance Contract Price	40 points
Site Visit of Generators	5 points
Interview	10 points

Document(s) required of bidder:

- Certificate of Insurance: Bidders will be required to submit a Certificate of Insurance. The Certificate must list City of Fort Wayne, its Divisions and Subsidiaries as a Certificate Holder with 30-day notification of cancellation or non-renewal. Bidders are required to meet minimum Insurance Requirements according to the following schedule: Automobile Liability \$1,000,000 minimum per occurrence; General Liability \$1,000,000 minimum per occurrence; Aggregates \$1,000,000 minimum per occurrence; Products Liability \$1,000,000 minimum per occurrence; Completed Operations Liability \$1,000,000 minimum per occurrence; Workmen's Compensation per statutory limits.
- Service Agreement
 - Locations: Contractor must supply physical addresses for all of their servicing locations.
 - Parts Availability and Warranty: Contractor shall provide defined parts lead-times and warranty.
 - Response Time: Technician must arrive on site in two (2) hours or less, seven (7) days/week from first point of contact.
 - 24 Hour Emergency Service: Contractor must provide their 24 hour, seven (7) day/week Toll-Free, Emergency response phone number.
 - Local & State wide Field Technician Coverage: Contractor shall provide the total number of qualified Generator Field Service Technicians within the five counties surrounding Allen County and state wide.

EXHIBIT A

- General Safety: Contractor shall provide all Field Service Technicians names, training profiles and years of experience.
- Electrical Safety Qualification/Certifications: Contractor must utilize Field Service Technicians that have had training for Category 2 Arc Flash and demonstrate they have implemented the appropriate safety guidelines corporately for wearing the appropriate PPE equipment for when servicing all Automatic Transfer Switches. Provide Owner with copies of each technician's certifications.
- Service Reporting: Contractor must provide all routine PM reporting electronically by email prior to leaving each site.
- Documentation: Provide sample copies of all testing reports and fluid analysis reports defined in the scope of services provided by this agreement.
- Must have capability to polish fuel upon request.
- Fluid Samples: All Lab analysis reports must be sent electronically by email within five (5) business days of test.
- Ability to program existing automatic transfer switches to make sure timers are set properly, working properly and set to run the same day and time.
- The successful Contractor shall obtain and maintain all licenses, permits, liability insurance, worker's compensation insurance and comply with all other standards or regulations required by federal, state, County or City statute, ordinances and rules during the performance of any purchase between the Contractor and the City. Any such requirement specifically set forth in any purchase document between the Contractor and the City shall be supplementary to this section and not in substitution thereof.
- Rate Sheets: Provide rate sheets for the following:
 - Hourly Rates: Contractor must provide hourly rates for Normal Business Hours, After-Hours and Sundays/Holidays.
 - Travel Rates: Contractor must provide hourly rates for Normal Business Hours, After-Hours and Sundays/Holidays.
 - Mileage Fees: Contractor to provide applicable mileage fees.
 - Rental Capabilities: Contractor must provide the number, sizes and voltages of rental generators both locally and state wide as well as provide their 24 hour, seven (7) day/week Toll-Free, Emergency response phone number. Generator rentals must include 4,160V to 240V, 3 phase units ranging from 2,500 kWe to 100 kWe.
 - Rental Rates: Contractor must provide daily rates for Normal Business Hours, After-Hours and Sundays/Holidays for the range listed in the Rental Capabilities.
- Service Agreement Details: Provide detailed breakout for each generator listed in Attachment #1. Provide a list of the manufacturer, model, serial number, rating, and year for each generator, alternator, engine, and transfer switch. The items to be broken out, but not limited to, shall be:
 - Service Performed
 - How many times performed per year
 - What month(s) the service is performed per year
 - Annual amount to perform the work per year

Scheduling of Interviews:

- Once proposals received and upon preliminary review of completeness, interviews will be scheduled to discuss proposals and an opportunity for the Proposal Review Committee to ask questions and address any concerns.
- Those firms selected for the interviews will need to provide a sample hardcopy of the preventative maintenance reports provided as a part of services performed. These forms should include but not limited to fluid analysis and engine and generator maintenance performed.

Errors in Proposals:

- Contractors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting proposals. Failure to do so will be at the contractor's own risk.

Brand Name:

- The use of brand name is for the sole purpose of describing the standard of quality, performance, and a characteristic desired and is not intended to limit or restrict competition.

Services Performed Annually (Preventative Maintenance Schedule 1) – Typically performed in October:

- Tightness of battery cables
- Cleanliness of battery cables
- Battery electrolyte level
- Battery specific gravity
- Battery charging equipment
- Generator electrical connections
- Generator slip rings
- Generator brushes
- Lubrication of generator bearing
- Engine control panel connections
- Generator control panel connections
- Control panel indicator lights
- Control panel fuses
- Day tank electrical connections
- Day tank piping connections
- Day tank pump and float system
- Radiator core for cleanliness
- Filler cap gasket and sealing surface
- Concentration of coolant conditioner
- Coolant level
- Antifreeze protection
- Lube oil level
- Engine electrical connections
- Engine fuel connections

- Engine cooling water connections
- All rubber hoses for deterioration
- Operation of jacket water heater
- Air cleaner elements
- Air cleaner seal
- Fan belt tension
- Automatic transfer switches
- Fan belt condition

Contractor will start the Engine/Generator set and perform the following:

- Check operation of louvers
- Check for unusual noises
- Check for unusual vibrations
- Check for oil, fuel, and coolant leaks
- Check operation of water temperature safety
- Check operation of oil pressure safety
- Check operation of over-speed safety
- Check operation of crankcase breather

Contractor will operate the Engine/Generator set for 15 minutes and record the following:

- Record fuel pressure at 0 and 15 minutes
- Record oil pressure at 0 and 15 minutes
- Record water temperature at 0 and 15 minutes
- Record voltage at all 3 phases at 0 and 15 minutes
- Record amperes at all 3 phases at 0 and 15 minutes
- Record frequency at all 3 phases at 0 and 15 minutes
- Observe exhaust gas for clarity
- Record battery charger voltage prior to cranking
- Record battery charger amperes prior to cranking
- Record battery charger recovery voltage after cranking
- Record battery charger recovery amperes after cranking
- Record starter voltage during cranking
- Record starter amperes during cranking
- Check automatic starting system
- Lubricate generator bearing
- Drain day tank water and sediment
- Take an engine oil sample
- Submit test report and fluid analysis on findings

Services Performed Annually (Preventative Maintenance Schedule 2) – Typically performed in April:

- Check for tight battery cables connections
- Cleanliness of battery cables
- Battery electrolyte level
- Battery specific gravity
- Battery charging equipment

- Generator electrical connections
- Generator slip rings
- Generator brushes
- Lubrication of generator bearing
- Engine control panel connections
- Generator control panel connections
- Control panel indicator lights
- Control panel fuses
- Day tank electrical connections
- Day tank piping connections
- Day tank pump and float system
- Radiator core for cleanliness
- Filler cap gasket and sealing surface
- Concentration of coolant conditioner
- Coolant level
- Antifreeze protection
- Lube oil level
- Engine electrical connections
- Engine fuel connections
- Engine cooling water connections
- All rubber hoses for deterioration
- Operation of jacket water heater
- Air cleaner elements
- Air cleaner seal
- Fan belt tension
- Automatic transfer switches in engine room
- Fan belt condition

Contractor will start the Engine/Generator set and perform the following:

- Check operation of louvers
- Check for unusual noises
- Check for unusual vibrations
- Check for oil, fuel, and coolant leaks
- Check operation of water temperature safety
- Check operation of oil pressure safety
- Check operation of over-speed safety
- Check operation of crankcase breather

Contractor will operate the Engine/Generator set for 15 minutes and record the following:

- Record fuel pressure at 0 and 15 minutes
- Record oil pressure at 0 and 15 minutes
- Record water temperature at 0 and 15 minutes
- Record voltage at all 3 phases at 0 and 15 minutes
- Record amperes at all 3 phases at 0 and 15 minutes
- Record frequency at all 3 phases at 0 and 15 minutes

- Observe exhaust gas for clarity
- Record battery charger voltage prior to cranking
- Record battery charger amperes prior to cranking
- Record battery charger recovery voltage after cranking
- Record battery charger recovery amperes after cranking
- Record starter voltage during cranking
- Record starter amperes during cranking
- Check automatic starting system
- Lubricate generator bearing
- Drain day tank water and sediment
- Take an engine oil sample

Contractor will finalize the service by:

- Change all fuel primary & secondary filters
- Change Qty. 2 fuel/Racor filters – Typical of (3) Caterpillar 3516's at Three Rivers Filtration Plant
- Change Qty. 2 Pryco day tank filters – Typical of (3) Caterpillar 3516's at the Three Rivers Filtration Plant
- Change Qty. 2 fumes disposal/crankcase vent filters – Typical of (3) Caterpillar 3516's at the Three Rivers Filtration Plant
- Change Qty. 2 Pryco day tank filters – Typical of (1) Caterpillar C32 at the St. Joe Dam & Pumping Station
- Inspect air cleaner elements and air induction system
- Perform an oil analysis
- Replace water separator element
- Add coolant conditioner
- Lubricate governor linkage
- Change lube oil and filters
- Cut open old filters and inspect for foreign material

Annual Automatic Transfer Switch Service (October):

Contractor will perform a De-Energized Inspection by:

- Checking all terminal connections for tightness
- Re-torque connections, TS mounting, contact mounting and terminal strips

Contractor will perform a Disabled Inspection by:

- Inspect all insulation for degradation
- Inspect barriers and arc chutes
- Inspect Transfer Switch coil, rectifier and resistors (OHMS)
- Inspect the coil and contacts of the following
- Selector relay
- Lockout relay
- Arming relay
- Voltage relay
- Normal relay

- Emergency relay
- All other accessory relays
- Inspect all timers
- Inspect and infrared arcing contacts where possible
- Inspect and infrared main contacts where possible
- Inspect linkage and lubricate as necessary
- Clean the exposed Transfer Switch coil core and lubricate
- Clean and vacuum Transfer Switch enclosure and controls
- Inspect transfer switch & enclosure for corrosion, moisture and/or chemicals
- Inspect and lubricate cabinet hardware for proper operation
- Re-lubricate the transfer switch operator and pivot points
- Replace defective switch indicator bulbs

Contractor will perform an Energized Inspection by:

- Record utility voltage
- Record utility amperage
- Record peak amperage
- Check for proper operation of the transfer switch, timers, relays, remote start contacts, exercisers, phase monitors, and record settings
- Check for voltage drop across the main current carrying contacts
- Check for excessive heat build-up with infrared thermometer
- Record emergency voltage
- Record emergency frequency
- Inspect all optional accessories

Contractor will perform a Bypass /Isolation Inspection for those switches that apply by:

- Inspect arcing contacts
- Inspect main contacts
- Inspect barrier and arc chutes
- Inspect linkage and lubricate as necessary
- Check engine start bypass contacts for proper operation
- Inspect all safety interlocks

Contractor will perform a Closed Transition Inspection for those switches that apply by:

- Check closed transition Bypass operation, if applicable
- Check alarm time delay settings

Contractor will complete the following miscellaneous items:

- Replace ATS batteries one-time annually during the service of each switch
- If permissible by Customer, conduct a building load transfer
- Place all switches in proper operation mode
- Provide customer with electronic written documentation prior to leaving the site of service procedures, any findings, suggested repairs, and recommended corrective actions needed

Annual "IR" Infrared Thermography Service (October):

Contractor will provide "IR" Infrared Thermography of the Russ Electric Paralleling Switch Gear rated at 4160 volts at both the 3 Rivers Filtration Plant and St. Joe Dam sites only. Contractor must provide a total comprehensive report with photo images of the Emergency Distribution side of the switch gear only. Contractor must be Level 1 Certified and use equipment similar to or equivalent to a FLIR Infrared Camera.

Fuel Sampling (October Each Year):

Contractor will provide a Lab Analysis for the following criteria one time annually:

- Biodiesel Content
- Sulfur Content
- Color
- Karl Fischer Water
- Cetane Index
- Particle Count
- Density
- Elemental Analysis
- Viscosity
- Distillation Curve
- Microbial Growth
- Visual Inspection
- Interpretation by Lab
- Pour Point
- Cloud Point
- Cold Filter Plugging Point

Coolant Sampling (October):

Contractor will provide a Level 1 & Level 2 Combined Lab Analysis for the Following One Time Annually. Description of both levels provided below:

- Level 1 – To include a basic coolant maintenance check and determine if the coolant has the right balance for proper heat and corrosion/erosion control. The tests performed will check for glycol level (freeze & boil protection), SCA concentration (corrosion/erosion protection), pH (acidic content), and conductivity.
- Level 2 – To Include a Level 1 basic and completely analyze the coolant and its effect upon the cooling system. This test will identify metal corrosion, other contaminants, and built-up impurities, which point to corrosion and scaling problems that can lead to more costly repairs.

Load Bank Testing (Optional):

- Perform a resistive load bank test at 80% of generator nameplate capacity.
- Record all performance data in fifteen minute intervals including: oil pressure, water temperature, voltage and frequency.
- Identify proper operation of fuel system, cooling system and overall condition of engine/generator set.
- Load bank testing performed with no interruption to the normal power supply.

EXHIBIT A

- The following is a list of generators and location that are to be load bank tested and in what year of the contract:

LOCATION	SIZE	YEAR
FLP Main Plant, 1100 Griswold Dr	2,000 kW (Genset 1)	One and Four
FLP Main Plant, 1100 Griswold Dr	2,000 kW (Genset 2)	Two and Five
FLP Main Plant, 1100 Griswold Dr	2,500 kW (Genset 3)	Three
FLP St Joe Dam, 3801 N. Anthony Blvd	1,000kW	One and Four
WWPS Effluent Bldg, 2802 Lake Ave	750 kW	Two and Five
WPCP, 515 E Wallace St	200 kW	Three
WPCP Morton St, 1614 Edgewater Ave		One and Five
FLP NWPS, 7200 Lima Rd	350 kW	Two and Five
FLP SWPS, 10734 Indianapolis Rd	300 kW	Three
WPCP Beckett's Run, 3129 Sterling Ridge Cv	650 kW	One and Five

Scheduling of Tests and Reports:

- Earl Lindow with the Three Rivers Filtration Plant shall be the point of contact for scheduling all preventative maintenance for generators and automatic transfer switches with plant identification "FLP" listed in the attached list of generators. His contact information is as follows:
 - Phone: 260-427-1348.
 - Email: Earl.Lindow@cityoffortwayne.org.
- Billings for "FLP" shall be sent to Earl Lindow.
- Joseph Johnson with the Water Pollution Control Plant shall be the point of contact for scheduling all preventative maintenance for generators and automatic transfer switches with plant identifications "WPCP" and "WWPS" listed in the attached list of generators. His contact information is as follows:
 - Phone: 260-427-2411
 - Email: Joseph.Johnson@cityoffortwayne.org.
- Billings for "WPCP" and "WWPS" shall be sent to Joseph Johnson.
- Test reports shall be sent to each respective contact identified above. An additional copy shall be sent to Stephen Williams (Stephen.Williams@cityoffortwayne.org).

City Checklist:

- Contractor may be required as part of this contract to complete a City of Fort Wayne checklist on a City owned iPad. This is required for the City's Air Permit Compliance.
- Contractor will be provided direction on this item by each plant's point of contact upon scheduling the preventative maintenance.

Adding Additional Generators To Preventative Maintenance Contract

- Provide unit pricing to add additional generators to this Preventative Maintenance Agreement as the City commissions additional units.
- The unit pricing shall be provided as follows:

- 0 to 150kW
- 151 to 300kW
- 301 to 750kW
- 751 to 1.5MW
- 1.51 to 2.5 MW

Adding Additional Load Bank Testing To Preventative Maintenance Contract

- Provide unit pricing to add additional load bank testing to this Preventative Maintenance Agreement as the City commissions additional units.
- The unit pricing shall be provided as follows:
 - 0 to 150kW
 - 151 to 300kW
 - 301 to 750kW
 - 751 to 1.5MW
 - 1.51 to 2.5 MW

Adding Performing Fuel Polishing To Preventative Maintenance Contract

- Provide unit pricing to perform fuel polishing to this Preventative Maintenance Agreement upon request from the City.
- The unit pricing shall be provided as follows:
 - 0 to 249 gallons
 - 250 TO 999 gallons
 - 1000 to 2999 gallons
 - 3000 to 4999 gallons
 - 5000 to 10000 gallons

Extended Service Coverage Options As Part Of This RFP:

- Where applicable, Contractor is to provide Extended Service Coverage (ESC) options for three (3) year terms to include the pricing for those engine and generator manufacturer's they represent.

Additional Services and Repairs:

- Any additional repairs, parts or services which are required will be brought to the attention of the owner after each service/inspection.
- Repairs will only be made after a quotation has been presented and proper authorization from the owner is given.

END

EXHIBIT A

PREVENTATIVE MAINTENANCE GENERATOR LIST															
PLANT	LOCATION	ADDRESS	ID TAG	LOAD BANK TESTING	MANUFACTURER	MODEL	SERIAL	YEAR	FUEL TYPE	VOLTS	PHASE	AMPS	KW	ENGINE	NOTES
FLP	ABOITE MEADOWS WATER	3531 Turf Lane			KATOLIGHT			2007			3 PHASE		230 KW	JOHN DEERE	EL: This unit is not here - I believe WPCP has this unit. This was the old Water Treatment Plant.
FLP	ABOITE WATER BRINCO DRIVE	5910 Brinco Dr	6.A		GENERAC		20H168	Nov 2006	DIESEL		3 PHASE		400 KW	MITSUBISHI	EL: Aboite Tank - Well Field - This unit has not been serviced or run in a long time. TBD
FLP	CDARVILLE DAM	22233 St. Joe Rd. Grapill	TBD		US-ELECTRIC / STATELINE	4200-GEN-01	30D18		TBD				100KW		EL: This unit is due to be decommissioned. The possible unit that is stored here is the unit for the Dam now.
FLP	COMINGTON RD WATER	14613 Comington Rd	7.A		KATOLIGHT			2006	DIESEL		3 PHASE		300 KW	JOHN DEERE	EL: This unit is not here - I believe WPCP has this unit.
FLP	GM WATER TANK	12721 Kennel Parkway	4.A		CATERPILLAR	CL4	ES400637	2008	DIESEL		3 PHASE		500 KW	CATERPILLAR	
FLP	HONERBUCKLE	16811 Twin Falls Trail, Lp	22.A		CATERPILLAR	CL4 / D10-D / R24C	00044446157	2013	DIESEL		3 PHASE		2,000 KW	CATERPILLAR	
FLP	MAIN PLANT	1100 Greenwood Dr.	12.B	YES	CATERPILLAR	35168	0200081	2005	DIESEL	4160V	3 PHASE		2,000 KW	CATERPILLAR	
FLP	MAIN PLANT	1100 Greenwood Dr.	12.B	YES	CATERPILLAR	35168	0200081	2005	DIESEL	4160V	3 PHASE		2,000 KW	CATERPILLAR	
FLP	MAIN PLANT	1100 Greenwood Dr.	12.C	YES	CATERPILLAR	35168	0200081	2005	DIESEL	4160V	3 PHASE		2,000 KW	CATERPILLAR	
FLP	NORTHWEST PUMP STATION #1	7200 Jura Rd	24.A	YES	KATOLIGHT	D38PR04T/6123P/070	118914-0106/H050801	2004	DIESEL	277/480V	3 PHASE		350 KW	JOHN DEERE	
FLP	PLEASANT AVE PUMP STATION	200 Pleasant Ave	30.A		CATERPILLAR	3405	1021149-05A0517	2006	DIESEL	277/480V	3 PHASE		300 KW	CATERPILLAR	EL: This 1 believe is WPCP
FLP	ROTHMAN RD TANK	10724 Indianapolis Rd	31.B		GENERAC	62410	1821149-05A0517	2006	PROPANE		3 PHASE		14 KW	CATERPILLAR	EL: Northeast Tank - LP Gas
FLP	SOUTHWEST PUMP STATION	3801 N Anthony Blvd	21.A	YES	CATERPILLAR	3406	1021149-05A0517	2006	DIESEL	277/480V	3 PHASE		300 KW	CATERPILLAR	
FLP	ST. JOE DAM	3801 N Anthony Blvd	26.A	YES	CATERPILLAR	C37 / SR40-GD	STC021213-05605374	2008	DIESEL	277/480V	3 PHASE		1,000 KW	CATERPILLAR	
FLP	WESTSIDE STATION	3800 Illinois Rd	30.A	YES	CATERPILLAR/CUMMINS	D150P2	0412153-021197133-05465408*	2005	DIESEL	277/480V	3 PHASE		1,500 KW	PERKINS	
WPCP	WALLACE ST	815 E Wallace St	28.A	YES				1998	DIESEL	120/208V	3 PHASE		200 KW		INSTALLED 8/2/2014
WPCP	ADMINISTRATION BLDG	2601 Dwyer Avenue	3.A / LMT??		GENERAC	1668350100		2003	DIESEL	277/480V	3 PHASE		400 KW	MITSUBISHI	
WPCP	BECKETT'S RUN EQ BASIN	3129 Stirling Ridge Core	25.A	YES	CATERPILLAR	C37 / SR40	04800233	2003	DIESEL	277/480V	3 PHASE		600 KW		
WPCP	CHERRY HILL	9025 St Joe Rd	19.A		KOHLER	SR0202	370481	1995	NATURAL GAS	130/240V	3 PHASE		165 A	FORD	REPAIRED 2004
WPCP	COVERDALE RD LIFT STATION	Coverdale Rd	5.A		KATOLIGHT	D38PR04		2006	NATURAL GAS	277/480V	3 PHASE		250 KW	JOHN DEERE	
WPCP	POWWOOD	8402 Vineyard Rd	20.A		KOHLER	40702	2082188	2004	NATURAL GAS	277/480V	3 PHASE		60 KW	GM	
WPCP	GLENDALE LIFT STATION	3510 GLENDALE RD	31.A		KOHLER	SR0202	384671	2013	DIESEL	277/480V	3 PHASE		300 KW	FORD	
WPCP	LAKE FOREST	6983 Forest Glen Ct	35.A	YES	GENERAC	1000023		2013	DIESEL	277/480V	3 PHASE		1,000 KW	FORD	
WPCP	MONTICELLO LIFT STATION	1014 Browder Ave	21.A		GENERAC	Q10003-KINUSMA	4897530	2004	NATURAL GAS	277/480V	3 PHASE		60 KW	FORD	
WPCP	PARMERDALE	4510 Parter Dr	17.A		CUMMINS/CUMMINS	BEVAD	U96623897	2004	NATURAL GAS	120 A	3 PHASE		120 A	FORD	
WPCP	PERKINS LAKES	1215 Dakota Dr	23.A		CATERPILLAR/CUMMINS			2005	DIESEL	120/240V	3 PHASE		88 KW	FORD	
WPCP	PORTABE				CATERPILLAR/CUMMINS			2005	DIESEL				150 KW	INTERNATIONAL	
WPCP	PORTABLE				CATERPILLAR			2007	DIESEL				300 KW	PERKINS	
WPCP	PORTABLE				CATERPILLAR			2005	DIESEL				300 KW	CATERPILLAR	
WPCP	PORTABLE				CATERPILLAR			2005	DIESEL				300 KW	CATERPILLAR	
WPCP	RIVER BEND BLUFFS	6600 Treston Trail	21.A		KOHLER	506262	374607	1987	DIESEL	120/240V	3 PHASE		204 A	FORD	
WPCP	ROTHMAN RD	7440 St. Joe Rd	18.A		CATERPILLAR/CUMMINS	D20004		2003	NATURAL GAS	277/480V	3 PHASE		324 A	CUMMINS	
WPCP	ZANESVILLE LIFT STATION	15895 Fopple Rd, Revere	3.A		CATERPILLAR/CUMMINS			2001	DIESEL	277/480V	3 PHASE		200 KW	PERKINS	
WWPS	DECLORINATION EFFLUENT	2802 Lake Ave	14.A (P-1)	YES	CUMMINS	DGSD-5670930		2007	DIESEL	277/480V	3 PHASE		35 KW	CUMMINS	
WWPS		2802 Lake Ave	14.B (P-7)		CATERPILLAR	C37		Feb 2015	DIESEL	277/480V	3 PHASE		750 KW	CATERPILLAR	

EXHIBIT B

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CSA Quote

Bill to:
CFW/CU/TRFP
1100 GRISWOLD DRIVE
FT WAYNE, Indiana 46805

Ship to:
CFW/CU/TRFP
1100 GRISWOLD DRIVE
FT WAYNE, Indiana 46805

General information

Contact name:	Phone number: 260-427-1338
Unit number:	Manufacturer: CATERPILLAR
Model: GEN (E)	Serial number: 000000000
Effective date: 2019-01-24	Expiration date: 2019-02-23
Meter:	

Description	Unit Price	Quantity	Ext Price
5 YEAR AGREEMENT			
ABOITE MEADOWS			
YEARS 1-3 ANNUAL SERVICES	\$1,640.00	3	\$4,920.00
3 YEAR PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			
YEAR 4 ANNUAL SERVICES	\$1,713.80	1	\$1,713.80
YEAR 4 PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			
YEAR 5 ANNUAL SERVICES	\$1,790.92	1	\$1,790.92
YEAR 5 PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			
ABOITE WATER TOWER			
YEARS 1-3 ANNUAL SERVICES	\$1,960.00	3	\$5,880.00
3 YEAR PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			
YEAR 4 ANNUAL SERVICES	\$2,048.20	1	\$2,048.20
YEAR 4 PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			
YEAR 5 ANNUAL SERVICES	\$2,140.37	1	\$2,140.37



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Description	Unit Price	Quantity	Ext Price
YEAR 5 PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			
CEADARVILLE DAM PORTABLE			
YEARS 1-3 ANNAUL SERVICES	\$1,785.00	3	\$5,355.00
3 YEAR PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			
YEAR 4 ANNUAL SERVICES	\$1,865.33	1	\$1,865.33
YEAR 4 PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			
YEAR 5 ANNUAL SERVICES	\$1,949.26	1	\$1,949.26
YEAR 5 PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			
GM WATER TANK			
YEARS 1-3 ANNUAL SERVICES	\$1,560.00	3	\$4,680.00
3 YEAR PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			
YEAR 4 ANNUAL SERVICES	\$1,630.20	1	\$1,630.20
YEAR 4 PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			
YEAR 5 ANNUAL SERVICES	\$1,703.56	1	\$1,703.56
YEAR 5 PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			
HONEYSUCKLE			
YEARS 1-3 ANNUAL SERVICES	\$1,480.00	3	\$4,440.00
3 YEAR PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			



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YEAR 4 ANNAUL SERVICES	\$1,546.60	1	\$1,546.60
YEAR 4 PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			
YEAR 5 ANNUAL SERVICES	\$1,616.20	1	\$1,616.20
YEAR 5 PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			
3RFP UNIT 1			
YEARS 1-3 ANNUAL SERVICES	\$5,135.00	3	\$15,405.00
3 YEAR PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			
YEAR 4 ANNUAL SERVICES	\$5,366.08	1	\$5,366.08
YEAR 4 PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			
YEAR 5 ANNUAL SERVICES	\$5,607.55	1	\$5,607.55
YEAR 5 PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			
3RFP UNIT 2			
YEARS 1-3 ANNAUL SERVICES	\$5,135.00	3	\$15,405.00
3 YEAR PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			
YEAR 4 ANNAUL SERVICES	\$5,366.08	1	\$5,366.08
YEAR 4 PRICING PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			
YEAR 5 ANNUAL SERVICES	\$5,607.55	1	\$5,607.55
YEAR 5 PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			

3RFP UNIT 3



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CSA Quote

YEARS 1-3 ANNUAL SERVICES	\$5,135.00	3	\$15,405.00
3 YEAR PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			
YEAR 4 ANNUAL SERVICES	\$5,366.08	1	\$5,366.08
YEAR 4 PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			
YEAR 5 ANNUAL SERVICES	\$5,607.55	1	\$5,607.55
YEAR 5 PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			
NW PUMP STATION			
YEARS 1-3 ANNUAL SERVICES	\$1,700.00	3	\$5,100.00
3 YEAR PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			
YEAR 4 ANNUAL SERVICES	\$1,776.50	1	\$1,776.50
YEAR 4 PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			
YEAR 5 ANNUAL SERVICES	\$1,856.44	1	\$1,856.44
YEAR 5 PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			
ROTHMAN ROAD WATER TOWER			
YEARS 1-3 ANNUAL SERVICES	\$550.00	3	\$1,650.00
3 YEAR PRICING FOR PM1, PM2			
YEAR 4 ANNUAL SERVICES	\$574.75	1	\$574.75
YEAR 4 PRICING FOR PM1, PM2			
YEAR 5 ANNUAL SERVICES	\$600.61	1	\$600.61
YEAR 5 PRICING FOR PM1, PM2			



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SW PUMP STATION			
YEARS 1-3 ANNUAL SERVICES	\$1,760.00	3	\$5,280.00
3 YEAR PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			
YEAR 4 ANNUAL PRICING	\$1,839.20	1	\$1,839.20
YEAR 4 PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			
YEAR 5 ANNUAL PRICING	\$1,921.96	1	\$1,921.96
YEAR 5 PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			
ST JOE DAM			
YEARS 1-3 ANNUAL SERVICES	\$2,980.00	3	\$8,940.00
3 YEAR PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			
YEAR 4 ANNUAL PRICING	\$3,114.10	1	\$3,114.10
YEAR 4 PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			
YEAR 5 ANNUAL SERVICES	\$3,254.23	1	\$3,254.23
YEAR 5 PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			
WEST SIDE PUMP STATION			
YEARS 1-3 ANNUAL SERVICES	\$1,590.00	3	\$4,770.00
3 YEAR PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			
YEAR 4 ANNUAL SERVICES	\$1,661.55	1	\$1,661.55
YEAR 4 PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			



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YEAR 5 ANNUAL SERVICES	\$1,661.55	1	\$1,661.55
YEAR 5 PRICING FOR PM1, PM2, ATS INSPECTION, FUEL TEST AND COOLANT TEST			
3RFP LOAD BANKING (ONE TIME) ALL 3 UNITS COMBINED			
LOAD BANK	\$30,000.00	1	\$30,000.00
1 TIME LOAD BANK SERVICES			
NW PUMP STATION LOAD BANK YEARS 2 AND 5			
LOAD BANK	\$835.00	2	\$1,670.00
LOAD BANK IN YEARS 2 AND 5			
SW PUMP STATION LOAD BANK YEAR 3			
LOAD BANK	\$695.00	1	\$695.00
LOAD BANK YEAR 3			
ST JOE DAM LOAD BANK YEAR 1 AND 4			
LOAD BANK	\$1,200.00	2	\$2,400.00
LOAD BANK YEARS 1 AND 4			
		Sub-total	\$201,181.22
		Total	\$201,181.22

*NOTE: TAX AND FREIGHT CHARGES ARE ADDITIONAL TO PRICES LISTED ABOVE.

PRICING AS SHOWN IS FOR A 5 YEAR AGREEMENT

Customer Service Agreement

Seller, MacAllister Machinery Co., Inc. (d/b/a MacAllister Power Systems) has provided a Quotation for the Service of your engine power equipment. Your acceptance of that quotation will constitute a binding contract between you, as Buyer, and MacAllister, as Seller. That contract will be governed by the following Terms and Conditions, even if you propose different terms in your acceptance. Please read and understand the following, and let us know if there are



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any provisions about which you are unclear. The Quotation is incorporated herein by reference, and the quantities, prices and schedules set forth therein describe the services that the Seller shall provide to the Buyer.

Buyer's Warranties:

The Buyer hereby agrees as follows:

1. Buyer shall perform all scheduled weekly preventative maintenance interval operation as defined in the Operation and Maintenance Manuals for the Equipment.
1. Buyer shall provide and use engine fuel that conforms to the specifications defined in the Operations and Maintenance Manuals for the Equipment.
1. Buyer shall make the Equipment available for scheduled maintenance or inspection as requested by Seller. Seller shall comply with the Buyer's reasonable security clearance processes and work schedules.
1. Buyer shall not alter or have altered the governed rated speed and brake horsepower (kW) rating for Equipment.
1. Buyer shall report the Equipment's service hour meter reading to Seller should the Equipment operate in excess of sixteen (16) hours each month, and Buyer shall promptly report all engine service meter malfunctions or meter replacements to Seller.
1. Buyer shall be responsible for all costs associated with any changes or alterations to the facility's current structural design required to enable Seller to have adequate access to the facility for the express purpose of Seller's performance of Services. Seller currently acknowledges that the present installation is configured in such a manner that is adequate to provide access.
1. Buyer shall endeavor to promptly notify Seller of any operational irregularities of the Equipment discovered by the Buyer that may require attention or repair.
1. Buyer shall be responsible for all-applicable local, state, and federal taxes on the parts and consumables associated with the Services to be performed pursuant to this Agreement.

Seller Warranties and Disclaimers:

1. Seller shall exercise its best efforts in the provision of the services sold hereunder, and shall make commercially reasonable efforts to perform all of such services in a workmanlike way. However, Seller shall assume no liability for consequential, incidental or special damages, expenses or losses, including, but not limited to attorney's fees and expenses or any damages or losses resulting from inadequately performed service or delays in Service provided by Seller, including downtime or availability. Nor shall Seller assume any liability for consequential or incidental damages, personal injury, property damage or any resulting expenses, or other damages caused by: a) acts of God, b) acts of war, c) fire, d) riot, e) labor disputes, or f) other causes beyond Seller's reasonable control. Nor shall Seller assume any liability for expenses of damages resulting from the following: a) abusive operation of Equipment, except by Seller, b) Buyer's negligence, c) accidental damage, except by Seller, d) unauthorized alterations or repairs to the Equipment, e) defective repairs by anyone other than Seller, f) damages resulting from failure of attachments, components, or products, g) use of fuels, lubricants (including add and refill engine oil) and engine coolants and engine coolant conditioners which do not conform to Seller's specifications, h) Equipment preconditioning or Equipment preparations performed prior to the Agreement Effective Date, i) fines resulting from but not limited to, noise or emission standards violations, j) expenses not approved in advance by the Seller, and k) Buyer's expenses to perform recommended scheduled weekly preventative maintenance, other scheduled preventative maintenance and services and/or unscheduled repairs or services. In no event shall Seller be liable for damages of any kind in excess of the cost to service, repair or replace the Equipment, whichever is less, regardless of the theory of liability. THESE ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE SERVICES AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO THE SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE. THE SOLE AND

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EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE AS SELLER MAY ELECT.

1. Patents and Copyrights: Subject to the limitations as provided herein, Seller warrants that the Services sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notifies Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperates fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to use patents only applies to infringement arising solely out of the inherent operation according to Seller's specifications and instructions (i) of such Services, or (ii) of any combination of Services acquired from Seller in a system designed by Seller. In the event such Services are held infringe such a U.S. patent or copyright in such suit, and the use of such Services is enjoined, or in the case of a compromise or settlement by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Services, or replace them with non-infringing Services, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Services and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Services, without liability.

General Provisions: These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modifications, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this agreement by Seller's receipt, acknowledgement, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default of any other right or remedy, unless such waiver is expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgement or publication are subject to correction. If any section or part of this Agreement is or becomes illegal, unenforceable or invalid as determined by a court of competent jurisdiction, then the aforementioned part or section shall be struck from this Agreement and shall not affect the remaining parts or sections except to the extent necessary to prevent a clearly inequitable result.

The validity, performance, and all other matters relation to the interpretation and effect of this agreement shall be governed by the law of the state of Indiana without regard to its conflicts of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connections herewith shall be only in Marion County, Indiana and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract may be brought by either party more than two (2) years after the cause of action has accrued.

Additional Provisions:

1. Cancellation: Buyer may cancel orders only upon not less than thirty (30) days advance written notice and upon payment to Seller of Seller's cancellations charges which include, among other things, all costs and expenses incurred, and, to cover commitments made, by the Seller and a reasonable profit thereon. Seller's determination of such termination charges shall be conclusive.

1. Changes: Buyer may request changes or additions to the Services consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fee and dates of delivery. Seller reserves the right to change designs and specifications for the Services without prior notice to Buyer, except with respect to Services being made-to-order for Buyer. Seller shall have no obligation to install or make such change in any Services manufactured prior to the date of such change.

1. Assignment: Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

1. No Waiver: The failure by either party strictly to enforce any of the terms hereof shall not be deemed a waiver thereof in the future. No provision hereof shall be deemed waived unless such waiver is in writing signed by the party alleged to have made such waiver.

1. Additional Cost: Materials and other expenses that increase at a rate that exceeds the average of the previous three (3) year's consumer's price index can

EXHIBIT B



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be charged as an additional fee. This fee will be itemized on the invoices for the goods and services provided.

1. Terms of Payment: Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorney's fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries and for the Services theretofore delivered. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries. Buyer hereby grants Seller a security interest in all Services sold to Buyer by Seller, which security interest shall continue until all such Services are fully paid for in cash, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest. Seller may preserve its interest in payment by enforcing any applicable mechanic's, construction or similar lien rights, or demanding different terms of payment including, but not limited to, advance cash payment, whenever it appears to Seller that circumstances require such measures.

1. Shipment and Delivery: While Seller will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by Seller, all performance and shipping dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Services for which Buyer has not provided shipping instructions and other required information. If the shipment of the Services is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. Risk of loss and legal title to the Services shall transfer to Buyer for sales in which the end destination of the Services is outside of the United States immediately after the Services have passed beyond the territorial limits of the United States. For all other shipments, risk of loss for damage and responsibility shall pass from Seller to Buyer upon delivery to and receipt by carrier at Seller's shipping point. All shipments are F.O.B. Seller's shipping point for shipments and delivery in the United States. Shipments shall be F.C.A. Seller's shipping point (INCOTERMS 2000) as determined by Seller for shipments from any of Seller's locations outside of the United States. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery.

1. Inspection and Audit: Buyer shall permit Seller to inspect the Equipment and surrounding operations at any time for the purpose of verifying the engine application and usage. Seller shall have no obligation to perform such inspection. Neither Seller's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Buyer or others to determine or warrant that such Equipment and surrounding operations are safe. Seller may examine and audit the Buyer's records at any time during the Agreement and within six (6) months after the termination of this Agreement, as far as such records relate to the subject matter of this Agreement. Seller shall comply with the Buyers' reasonable security clearance processes. If Seller makes inspections or examines and audits the Buyer's records relative to Equipment, Seller shall provide the Buyer a copy of any and all reports and information resulting from such inspections, examinations or audits within one (1) month of the inspection, examination or audit.

Submitted by: NICHOLAS DAVID CARROTHERS

Phone: 260-483-6469 ext. 5150

Cell: 260-222-1889

Email: nickcarrothers@macallister.com

Customer Signature: _____

Date: _____

Client#: 14923

MACAMAC

EXHIBIT C**ACORD**TM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MJ Insurance, Inc. PO Box 50435 Indianapolis, IN 46250-0435 317 805-7500	CONTACT NAME: MJ Insurance, Inc. PHONE (A/C, No, Ext): 317 805-7542 FAX (A/C, No): 317 805-7515 E-MAIL ADDRESS: certificate@mjinsurance.com														
INSURED MacAllister Machinery Co., Inc. See DOO for Additional Named Insureds 6300 Southeastern Ave Indianapolis, IN 46203	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Chester Oak Fire Ins. Co.</td> <td>25615</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co.</td> <td>25674</td> </tr> <tr> <td>INSURER C : The Travelers Indemnity Co. of America</td> <td>25666</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Chester Oak Fire Ins. Co.	25615	INSURER B : Travelers Property Casualty Co.	25674	INSURER C : The Travelers Indemnity Co. of America	25666	INSURER D :		INSURER E :		INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y6301F043591	07/01/2018	07/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$20,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> PHYS DAMAGE		Y8105J598193	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP DED: \$2,000 COLL DED: \$5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000		ZUP51M09050	07/01/2018	07/01/2019	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	TC2HUB8E08717118	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	LEASED / RENTED EQUIPMENT		QT6603H552519	07/01/2018	07/01/2019	LIMIT FROM OTHERS: \$2,500,000 DEDUCTIBLE: \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NAMED INSUREDS CONT'D: DBA MACALLISTER RENTALS; MACALLISTER RENTAL, LLC; DBA MACALLISTER UNDERGROUND SHORING AND PUMP; DBA MACALLISTER RAILROAD MACHINERY; DBA MICHIGAN CAT UNDERGROUND SHORING AND PUMP; MACALLISTER POWER SYSTEMS; SITECH MICHIGAN, LLC; MICHIGAN TRACTOR AND MACHINERY; SITECH OF INDIANA, LLC

CERTIFICATE HOLDER**CANCELLATION**

City of Fort Wayne 200 E. Berry Street Suite 470 Fort Wayne, IN 46802-1802	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Exhibit D: Terms and Conditions

1. **SERVICES.** Supplier agrees to perform the Services beginning on the Begin Date and continuing until the Services are completed. Supplier warrants that the Services will be completed on or before the End Date. **TIME IS OF THE ESSENCE.** Supplier warrants that all Services shall conform to the Service Description, be of good quality and workmanship, and be free from defects. Supplier further warrants that all goods furnished in connection with the Services shall be merchantable and suitably safe and sufficient for the purpose for which they are normally used. Supplier warrants that it has good title to goods supplied hereunder and that they are free of all liens and encumbrances. These warranties are in addition to those implied in fact or in law. For the purposes of this Agreement, the term "Services" shall include any goods furnished in connection with the Services.
2. **INVOICES.** Supplier shall invoice the City for Services performed according to the Rates, Billing Interval, and Invoice Address. Invoices shall be rendered in triplicate and shall itemize the Services performed, the Service Address, and the corresponding rates and taxes, if any. Payment shall be due within thirty (30) days after the invoice date or the date of completion of the invoiced Services, whichever occurs later, provided that the City shall not be obligated to make any payment to Supplier hereunder until Supplier has furnished proof satisfactory to the City of full payment for all labor, materials, supplies, machinery, and equipment furnished for or used in performance of this Agreement or has furnished all necessary waivers of lien supported by affidavits, all satisfactory to the City, establishing that all liens and rights to claim liens that could arise out of the performance of the Services have been waived. Payment of invoices shall not constitute acceptance of the Services, and invoices shall be subject to adjustment for defects in quality or any other failure of Supplier to meet the requirements of this Agreement. The City may at any time set off any amount owed by the City to Supplier against any amount owed by Supplier or any of its affiliated companies to the City.
3. **INDEPENDENT CONTRACTOR RELATIONSHIP.** City and Supplier are and shall remain as independent contractors with respect to each other. The persons provided by Supplier to perform the Services shall be Supplier's employees and shall be under the sole and exclusive direction and control of Supplier. They shall not be considered employees of the City for any purpose. Supplier shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions, and payment of wages with respect to such persons. Supplier shall also be responsible for payment of taxes, including federal, state and municipal taxes chargeable or assessed with respect to its employees, such as Social Security, unemployment, Workers' Compensation, disability insurance, and federal and state withholding. Supplier shall also be responsible for providing such reasonable accommodations, including auxiliary aids and services, as may be required under the Americans With Disabilities Act, 42 U.S.C. 12101 et seq., so as to enable any disabled person furnished by Supplier to perform the essential functions of the job. Supplier agrees to defend, indemnify, and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained by reason of Supplier's failure to comply with this paragraph.
4. **INDEMNITY.** Supplier shall defend, indemnify, and hold harmless the City (including its officers, employees, and agents) from all demands, damages, liabilities, costs, and expenses (including reasonable attorney's fees), judgments, settlements, and penalties of every kind arising out of its performance of Services including, without limitation, damages for personal injury or death or loss or damage to property due, or claimed to be due, to the negligence or willful misconduct of Supplier including such portion thereof due, or claimed to be due, to the negligence of the City except that Supplier shall have no duty to hold harmless the City for such portion of the foregoing proximately caused by negligence or misconduct of the City, and if any suit, claim, or demand was defended by Supplier, then the City will reimburse Supplier for its pro-rata share of its costs, expenses (including reasonable attorney's fees), and damages. The City may elect to participate in the defense of any suit, claim, or demand by employing attorneys at its own expense, without waiving Supplier's obligations to indemnify, defend, or hold harmless. Supplier shall not settle or compromise any claim, suit, or action, or consent to entry of judgment without the prior written consent of the City and without an unconditional release of all liability by each claimant or plaintiff to the City.
5. **LIMITATION OF LIABILITY.** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorney's fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damage actually incurred. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damage of any kind whatsoever.
6. **INSURANCE.** Supplier shall maintain in full force and effect during the performance of the Services the following insurance coverage; provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements:

(a) Worker's Compensation	per statutory requirements.
(b) General Liability	\$1,000,000 minimum per occurrence/ \$1,000,000 aggregate
(c) Automobile Liability	\$1,000,000 minimum per occurrence
(d) Products Liability	\$1,000,000 minimum per occurrence
(e) Completed Operations Liability	\$1,000,000 minimum per occurrence

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:
CITIZENS SQUARE
City of Fort Wayne Purchasing Department
200 E Berry, Suite 490
Fort Wayne, IN 46802
7. **HAZARDOUS MATERIALS.** Supplier will provide to the City before performing any Services, a statement describing any Hazardous Materials intended and necessary for use in performing the Services. "Hazardous Materials" means any item which may be classified under federal, state, or local law, as hazardous or toxic. Supplier must comply with all federal, state, or local law in the use, transportation, and disposal of such Hazardous Materials.
8. **PROGRESS REPORTS.** The Supplier shall submit progress reports to the City upon request. The report shall serve the purpose of assuring the City that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date. This contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.
9. **CONFLICT OF INTEREST.** Supplier certifies and warrants that neither it nor any of its directors, officers, agents, representatives or employees which will participate in any way in the performance of the Supplier's obligations hereunder has or will have any conflict of interest, direct or indirect, with the City of Fort Wayne or any of its departments, divisions, agencies, officers, directors or agents.
10. **CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION.** Supplier further agrees that all information, data findings, recommendations, proposals, etc. by whatever name described and by whatever form therein secured, developed, written or produced by the Supplier in furtherance of this contract—shall be the property of the City. The Supplier shall take action as is necessary under law to preserve such property rights in and of the City while such property is within the control and/or custody of the Supplier. By this contract the Supplier specifically waives and/or releases to the City any cognizable property right of the Supplier to copyright, license, patent or other wise use such information, data findings, recommendations proposals, etc.
11. **CONFIDENTIALITY OF CITY INFORMATION.** Supplier understands and agrees that data, materials, and information disclosed to Supplier may contain confidential and protected data. Therefore, the Supplier promises and assures that data, material, and information gathered, based upon or disclosed to the Supplier for the purpose of this contract, will not be disclosed to others or discussed with other parties without the prior written consent of the City.
12. **EMPLOYER CERTIFICATION.** In accordance with I.C. §22-5-1-7, Supplier understands and agrees to enroll and verify work eligibility status of all newly hired employees of the contractor through E-Verify program or any other system of legal residence verification as approved by the United States Department of Homeland Security or the department of homeland security. Supplier further understands that they are not required to verify work eligibility of status of newly hired employees of the Supplier through the E-Verify program if the E-Verify program no longer exists. Supplier certifies that they do not knowingly employ any unauthorized aliens.
13. **COMPLIANCE WITH LAWS.** Supplier warrants that the Services shall be in strict conformity with all applicable local, state and federal laws including, but not limited to, the standards promulgated by the Occupational Safety and Health Act, Executive Order 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules, and regulations, including the Civil Rights Act of 1964 pertaining to equal opportunity, Section 503 of the Vocational Rehabilitation Act of 1973, the American with Disabilities Act, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and all applicable immigration laws and regulations including the 1986 Immigration Reform and Control Act et. seq. Supplier agrees to indemnify and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained because of Supplier's breach of such warranty.
14. **DEFAULT.** In the event that (a) Supplier breaches any warranty contained herein; (b) Supplier fails to provide the insurance certificate required herein; (c) Supplier or Supplier's insurance carrier fails to defend, indemnify, or hold harmless the City as required herein; (d) Supplier's performance of the Services violates applicable law; (e) Supplier admits insolvency, makes an assignment for the benefit of creditors, or has a trustee appointed to take over all or a substantial part of its assets; or (f) Supplier fails to perform or comply with any other provision of this Agreement, such failure, breach, or violation shall constitute a default under this Agreement.
15. **TERMINATION.** In the event of default by Supplier under this Agreement, the City reserves the right without liability, in addition to its other rights and remedies, to terminate this Agreement by notice to Supplier as to the portion of the Services not yet rendered and to purchase substitute services at Supplier's expense. Supplier shall reimburse the City for the cost of such substitute services upon Supplier's receipt of an invoice therefor.
16. **WAIVER.** No action or inaction by the City shall constitute a waiver of any right or remedy.
17. **CANCELLATION.** City may at any time cancel this Agreement in whole or in part for its sole convenience upon written notice to Supplier, and Supplier shall stop performing the Services on the date specified in such notice. The City shall have no liability as a result of such cancellation, except that the City will pay Supplier the Rates for completed Services accepted by the City and the actual incurred cost to Supplier for Services in progress. These payments shall not exceed the Aggregate Price.
18. **FORCE MAJEURE.** Neither party shall be liable to the other or responsible for nonperformance of any of the terms of this Agreement due to unforeseeable causes beyond the reasonable control and without the fault or negligence of such party, including, but not restricted to acts of God or the public enemy, acts of government, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.
19. **NOTICES.** All notices required or permitted to be made or given hereunder by one party to the other party shall be in writing and shall be deemed to have been given when hand delivered, or on the date stated on the receipt if deposited in the United States mail in certified form, postage prepaid with return receipt requested, and addressed to such other party at its Notice Address or at such other address as may be specified by such other party by written notice sent or delivered in accordance herewith.
20. **ASSIGNMENT.** Any assignment, in whole or in part, of Supplier's rights or obligation under this Agreement without the prior written consent of the City shall be void. Supplier shall not use subcontractors to perform any part of the Services without the prior written consent of the City.
21. **DISPUTE RESOLUTION.** The City shall be the sole judge of the quality of services. In the event of any dispute or disagreement between the parties either with respect to the interpretation of any provision of this agreement, or with respect to the performance of either party hereunder, the dispute shall be resolved by the Director of Finance and Administration and will not be subject to arbitration.
22. **ACCESS TO RECORDS.** The Supplier shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred. They shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the City or by any other authorized representative of city government. Copies thereof shall be furnished at no cost to the City if requested.
23. **NONDISCRIMINATION.** Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Supplier and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Supplier shall not discriminate with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
24. **MISCELLANEOUS.** If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. This Agreement shall be governed by the laws of the state of Indiana and shall be subject to the exclusive jurisdiction of the courts therein. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understanding, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. No agreement hereafter made shall be effective to modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the modification or discharge is sought. The paragraph headings are for convenience only and are not intended to affect the interpretation of the provisions hereof. This agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors and assigns.

Interoffice Memo

Date: February 6, 2019
To: Common Council Members
From: Doug Fasick, Program Manager, City Utilities Engineering
RE: Resolution #105-9-28-18-1 – Water Treatment Facility Standby Emergency Generators

Council District # City Wide

The vendor shall furnish all labor, insurance, equipment, materials and power for the completion of the project: "Water Treatment Facility Standby Emergency Generators" as follows: This Contract is for performing preventative maintenance on all City Utilities owned emergency generators. The generators are at various locations throughout the Water District. This contract will replace an existing contract expiring at the end of this calendar year. The new contract will be for a period of five (5) years.

Implications of not being approved: Standby emergency generators require periodic maintenance and testing to ensure optimal performance. These generators are providing back-up power to critical treatment and distribution equipment at the facilities and if not properly maintained could limit effectiveness or result in reduced capacity of these critical systems.

If Prior Approval is being Requested, Justify: N/A

Selection and Approval Process:

The vendor was selected through a Request for Proposals. The RFP announcement was publically advertised and posted on the City website, and three (3) submitted Proposals. Utilities Engineering staff reviewed the qualifications of all interested vendors, established a short list of vendors and conducted interviews. A scoring matrix was used to score all vendors based on responses to the RFP's. RFP scoring was based on Key Personnel, Relevant Experience, Locations, Contract Price, Site Visit, and Interview. Using this process, Utilities Engineering selected MacAllister Power Systems for this project and finds their scope and fee to be the best value for this project. The Board of Public Works approved the contract on February 5, 2019.

The cost of said project funded by: Water Revenue

Council Introduction Date: February 12, 2019

CC: BOW
Matthew Wirtz
Diane Brown