



3320 Pasadena Blvd  
Pasadena, TX 77503  
O: 713-473-6213 Fax: 713-473-7858  
Toll Free: 800-231-6929

## **Mile After Mile™ Program Agreement**

The intent of this agreement is to describe special terms and conditions for the City of Breckenridge to own and operate a Vactor iMPACT combination sewer cleaner mounted on an International MV607 truck chassis with vendor maintenance. The proposal is written to ensure that equipment operated by you will provide the lowest total cost during its useful life. The proposal is supplemental to the Vactor iMPACT proposal and accompanying configuration provided. This contractual agreement includes all preventative maintenance and repairs to both the body and chassis with noted exceptions.

### **DEFINITIONS:**

The term "you" shall mean the City of Breckenridge.

The term "KESI" shall mean Kinloch Equipment & Supply, Inc., the dealer who represents the manufacturer of the equipment being proposed.

The term "Fleet Management" shall mean the City of Breckenridge Fleet Manager or his/her designated representative, wherein the equipment will be operated and maintained.

The term "KESI Principal" shall mean the principal person or his/her designated representative of KESI, whom this contract shall apply.

The term "normal workday" shall mean a day which falls on or between Monday and Friday of the calendar week, 52 weeks a year, excluding the City of Breckenridge holidays. A list of all the City of Breckenridge holidays shall be supplied to KESI from you upon award of this contract.

The term "normal working hours" shall mean the time period of a normal workday when the City of Breckenridge's main equipment shop and/or maintenance facility is normally open for operation. You shall supply KESI with this information upon awarding this contract.

The term "in-service date" shall mean the date the City of Breckenridge places the unit in operation. The City of Breckenridge will notify the KESI Principal of the in-service date.

The term "downtime" shall mean the period of time measured in normal workdays that the unit is unable or unsafe to perform those operations for which the unit was designed.

1. The maintenance contract period shall be a five (5) year term.



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2. The training will require a minimum of one (1) day for operating and one (1) day for daily maintenance.
  3. The City of Breckenridge is responsible for providing fuel, insurance, and operator for the mainline sewer inspection system. Original equipment items listed in this paragraph to be utilized and will be supplied at fleet pricing.
  4. The City of Breckenridge is responsible for the daily maintenance of the sewer cleaner in accordance with instructions from KESI and/or the manufacturer.
  5. KESI is responsible for the cost of parts and labor of the following:
    - a) All preventative maintenance requirements for the chassis and body with the exception of daily maintenance.
    - b) Vactor sewer cleaner components with the exception of jet rodder hose which is the City's responsibility.
    - c) All repairs to chassis and related components. Operator damage is not included.
    - d) Repair of damage caused by the City of Breckenridge personnel is not covered by this agreement and must be repaired to the manufacturer's original specifications within a reasonable time frame upon notification of damage.
  6. KESI shall be fully responsible for transporting to and from your facility, at no cost to you for any repairs or maintenance required, if said repairs or maintenance cannot be completed at the City of Breckenridge's site.
  7. This proposal is based on total aggregate usage over a five (5) year term of not more than 10,000 engine hours. If 10,000 engine hours are reached prior to the five (5) year anniversary of the in-service date, the City of Breckenridge has the exclusive option to either:
    - Pay an hourly charge of \$90 per hour for each hour in excess of 10,000 hours until the end of the five (5) year agreement to allow for the continuation of the terms and conditions set forth in this agreement.
- OR
- Allow this agreement to lapse and immediately absolve both the City of Breckenridge and KESI of any further obligations as set forth in this agreement.
8. KESI shall guarantee that the equipment purchased under this contract will be available for operation at least 95% of normal workdays. KESI shall guarantee that the equipment purchased under this



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contract will not be out of service for more than five (5) consecutive normal workdays, nor more than five (5) normal workdays, in any 100 consecutive, normal workday period.

9. Equipment availability shall apply to equipment put out of service for any reason other than i.e., operator damage, theft, vandalism, accident, Acts of God, or incidents out of control of KESI which render the unit unable or unsafe to perform those operations for which the unit is designed. The City of Breckenridge supervising personnel, after inspection will determine in conjunction with a KESI Principal, if the unit was inoperable or unsafe and the cause of the downtime. Equipment availability shall not apply to equipment during routine maintenance.
10. The unit will be considered out of service starting the first normal workday, following KESI notification by the City of Breckenridge's that the unit is inoperable or unsafe and requires repair. Therefore, the downtime clock will start at the beginning of the first normal workday, following such notification. The City of Breckenridge Fleet Manager will notify the KESI Principal during normal working hours of a unit that is out of service and requires repair. The unit will be considered in service (operational) starting the first normal workday following the completion of the repair and/or return of the repaired unit. Therefore, the downtime clock will stop at the beginning of the first normal day following the repair completion or return of the repaired unit.
11. Equipment availability or in-service percentage (uptime) will be computed by the City of Breckenridge at the end of each 100 consecutive, normal workday period, beginning from the in-service date, using downtime increments of normal workdays. The City of Breckenridge will use the following formula to compute equipment availability at the end of each 100 consecutive, normal workday period:  
Equipment Availability = [(100 Days - Downtime)/100 Days] x 100%  
  
NOTE: The term "Days" refers to normal workdays. The term "Downtime" refers to the total downtime accumulated during the 100 consecutive, normal workday period.
12. KESI will credit the City of Breckenridge a daily amount of \$125.00 for each normal workday required to provide 95% availability in the event a functionally equivalent replacement unit is not available.
13. KESI will provide a relief unit should repair downtime be more than five (5) consecutive normal workdays. All costs associated with securing and delivering the relief unit shall be at KESI's expense, with no cost to the City of Breckenridge. The relief unit must be functionally equivalent to its replacement.



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14. This guarantee shall be in effect for a period of five (5) years. Time will be measured in calendar years from the in-service date and engine hours will be recorded on the electric, solid state hour meter provided with the unit.

**The City of Breckenridge**

**Kinloch Equipment & Supply, Inc.**

Name: \_\_\_\_\_

Name: Todd B. Kinloch

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_