

CONTRACT

THIS CONTRACT is made and entered into this 29 day of April, 2022, by and between the *CITY OF JACKSON, MISSOURI*, a municipal corporation, (the “City”) and CKPOWER (the “Company”), WITNESSETH:

WHEREAS, the City has determined that it requires a service agreement for some of its generator systems; and,

WHEREAS, the Company submitted appropriate qualifications for the provision of such services; and,

WHEREAS, the City has agreed to accept Company’s qualifications.

NOW, THEREFORE, in consideration of the premises and promises contained herein, and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, each party hereby agrees as follows:

SECTION A – Scope

1. DESCRIPTION OF WORK: The Company hereby acknowledges that it shall service a generator located at 1149 Nell Green, within the City, all as required in the attached Exhibit A, consisting of two (2) pages and titled “Planned Service Agreement”, which is made a part hereof.

SECTION B – Authorization of Services

1. Required services are denoted in Exhibit A and will include, but not limited by: testing of the generators for load bank, fuel, oil, and anti-freeze; along with those services associated with a “minor inspection” and a “major inspection” as defined in the attached Exhibit A.
2. Specific assignments for recommended additional services require the Company to submit a “task order” to the City containing a written scope of work and cost estimate schedule. A written notice to proceed from the City must be obtained by the Company prior to commencing with any recommended additional services.

SECTION C – Compensation for Company’s Services

1. The City shall pay the Company \$2,578.50 annually for the service of the generator for a term of three (3) years and a total cost of \$7,735.50.
2. Invoices for task orders approved in writing by the City are to be submitted on a monthly basis. Invoices should include the project name and a brief description of the services provided during the billing period. Separate invoices should be submitted per specific assignment. All invoices are to be sent to the attention of the Director of Public Works.

SECTION D – Miscellaneous Provisions

1. No portion of the work covered by this Agreement, except as provided herein, shall be sublet or transferred without written consent and approval of the Director of Public

Works. The subletting of the work shall in no way relieve the Company of primary responsibility for the quality and performance of the work. The Company will give personal attention to the faithful completion of the work and will keep all aspects of the work under Company's control.

2. Subcontracting shall not, under any circumstances, relieve the Company of liability or of any obligations under this Contract. The Company shall at all times have a supervising representative other than the subcontractor at a work site.
3. Work performed under this Contract must be satisfactory to the City. The City shall have the final say in determining such questions. Unsatisfactory work shall be sufficient justification for immediate termination of this Contract.
4. The Company shall provide proof of insurance, including public liability and property damage insurance and worker's compensation insurance for all employees employed on City projects. Proof of such insurance shall be provided annually each year this Contract is in effect, beginning April 1, 2022. Certificates of insurance must be in a form and amount acceptable to the City. Company shall provide the City ten days written notice prior to canceling insurance coverage. The City shall have absolute discretion as to the sufficiency of Company's insurance.
5. The Company must furnish proof of public liability, property damage, and workmen's compensation insurance. Minimum amounts for public liability and property damage shall be \$1,000,000 per occurrence and \$2,000,000 aggregate. Insufficient or lapsed insurance coverage at any time will be good cause for termination of this agreement. All coverage shall be on an "occurrence" basis and not

“claims made.” An endorsement on the required form supplied by the Company naming the City as an additional insured shall also be required. No provision of this agreement shall constitute a waiver of the City’s right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.

6. The Company shall indemnify and save harmless the City, its officers, agents, employees, and servants against all loss, damage, or expenses that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to or death of any person or persons, including all persons performing any work under the Contract.
7. The Company shall comply with all federal, state and municipal laws, regulations and ordinances, including, but not limited to, environmental and labor statutes and regulations.
8. The Company agrees that during the life of this Contract it will not discriminate against any employee, applicant for employment or subcontractor because of race, religion and national origin. A similar nondiscrimination provision will be included in all subcontracts entered into in the performance of this Contract. Violation of this provision shall be good cause for the City to terminate this Contract, and any payment due or subsequently accruing to the Company under this Contract may be subject for forfeiture in the event of violation of this paragraph.
9. This Contract shall bind the parties hereto, their successors and assigns.

10. This Contract and attached exhibits constitute the entire Contract between the parties and supersedes any prior representations, offers, negotiations or understandings between the parties with respect to the subject matter of this Contract.
11. This Contract shall be deemed to have been fully executed and made by the parties herein and governed by the internal laws of the State of Missouri for all purposes and intents. It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Contract, or regarding its alleged breach, shall be instituted in the Circuit Court of Cape Girardeau County, Missouri.
12. The Company hereby certifies that the information provided to the City and in any attachments listed herein is true and correct to the best of the Company's knowledge and agrees to have any of the statements checked by the City unless the Company has indicated to the contrary. The Company authorizes the references listed to provide the City any and all information concerning the Company's previous employment and any pertinent information that they may have. Further, the Company releases all parties and persons from any and all liability for any damages that may result from furnishing such information to the City as well as from the use or disclosure of such information by the City or any of its agents, employees or representatives. The Company understands that any misrepresentation, falsification or material omission of information may result in the Company's failure to be awarded a contract or termination of contract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals
the day and year first above written.

CITY OF JACKSON, MISSOURI

By: _____
Mayor

ATTEST:

City Clerk

Sam Evers *General Service*
CKPOWER *MANAGER*



Planned Service Agreement

Quoted Date: 12-6-21

Customer: City of Jackson
101 Court st
Jackson, Mo

Job Site: 1149 Nell Green
Jackson, Mo 63755

JOB SITE CONTACT INFORMATION

Name: Kent Peetz
Main Tel: 573-243-2300 Cell: FAX:
Email: kpeetz@jacksonmo.org

PRICE PER PM SERVICE ITEM

MAJOR INSPECTION	Cost	\$ 1,070.00
MINOR INSPECTION	Cost	\$ 720.00
<i>(Fee includes oil filters, fuel filters and lubricant during annual service)</i>		

PM FREQUENCY PRICING BREAKDOWN

PM Frequency	Annual Minor Inspections	Annual Major Inspections	Annual Cost of Minor Inspections	Annual Cost of Major Inspections	Annual Agreement Services Cost	Length of Agreement	Total Agreement Service Cost
SEMI-ANNUAL	1	1	\$ 720.00	\$ 1,070.00	\$ 1,790.00	3 Years	\$ 5,370.00

LINE ITEM ADD-ONS

Load Bank Testing 2 Hours	<input checked="" type="checkbox"/>	\$ 578.50
Fuel Testing	<input checked="" type="checkbox"/>	\$ 150.00
Oil Sampling	<input checked="" type="checkbox"/>	\$ 35.00
Anti-freeze testing	<input checked="" type="checkbox"/>	\$ 25.00
Add-ons Sub Total		\$ 788.50
Length of Agreement (Years)		3
Total Add-Ons		\$ 2,365.50

Length of Agreement **3 Years**

ANNUAL COST OF SERVICES \$ 2,578.50

(Includes PM Plan and Line Item Add Ons Selected)

TOTAL COST OF CONTRACT \$ 7,735.50

LABOR HOURS CALCULATION

Major Inspection	Minor Inspection	Load Bank
Business Hours	Business Hours	Business Hours

The owner agrees to pay CK Power for the following charges upon receipt of the invoice for:

THIS AGREEMENT COVERS THE EQUIPMENT LISTED BELOW FOR THE SPECIFIC LOCATION INDICATED.

Generator Mfr	Model	Serial No.	KW	Voltage	Type
Kohler	145REOZT4	3336RGMJH0002	145	208	Commercial - Diesel

Comments:

NOTE

If Services Are For 1 Year This Agreement Shall Be Automatically Renewed Annually Until Canceled by Either Party Through Receipt Of 30 Day Written Notice. CK Power Agrees to Perform, In A Good and Workman Like Manner, The Services Described. The Owner Agrees to Pay CK Power for Said Services at Prices Quoted.

Account Manager	Email	Cell	FAX	Office Tel	Approved
Will Johnston	wjohnston@ckpower.com			314-868-8620	Scott Egelhoff

Customer Signature: Purchase Order: Date:

Quote is Good for 30 days from Quoted Date

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PLANNED SERVICE AGREEMENT FOR GENERATOR SYSTEMS

CKPower PLANNED SERVICE AGREEMENT is a coordinated program of inspection and service by trained technicians. The program is designed to enhance the performance and reliability of your standby or prime power generator. The owner understands this program is not a guarantee against equipment malfunction or failure, expressed or implied. The Planned Service Agreement is designed to perform the necessary service and, therefore, minimize the likelihood of failure or malfunction, while providing the owner a status report of said equipment. CKPower will perform inspections annually on the equipment in accordance with the attached schedule. The Major and Minor inspections differ only in that the Major inspection includes an oil change, oil and fuel filters and water filter change.

MAJOR INSPECTION

- Change engine oil and filter (s)
- Record lube oil pressure
- Clean crankcase breather
- Record coolant level and mixture
- Record coolant temperature
- Check belt tension and condition
- Change water filter (s)
- Check duct work for defects
- Check block heater operation
- Check coolant hoses and connections
- Check for oil/coolant leakage
- Air cleaners – check/oil for element
- Check for fuel leaks
- Change fuel filter
- Check exhaust-system for leaks
 - Check battery specific gravity, electrolyte level, and clean connections
 - Check battery charger operation
- Inspect ignition wiring, if equipped
 - Check ignition timing, points and plugs, if equipped
- Adjust carburetor, if equipped
- Check governor operation
- Operational check of volt meter, frequency meter, ammeter and safety systems
- Check automatic transfer switch operation, including exerciser, time delays and contacts
- Check operation of remote annunciator, if equipped

MINOR INSPECTION

Includes all services performed during Major inspection, less the following services:

- Change lube, oil and filter (s)
- Change water filter (s)
- Change fuel filter (s)

PREMIUM INSPECTION includes all Major changes and the following:

- | | |
|---------------------------|---------------------------------------|
| Belt and hose replacement | Battery replacement |
| Thermostat replacement | Coolant removal and replacement |
| Air Filter replacement | Radiator hose and fitting replacement |

OPTIONAL SERVICES: These services are performed and proposed at customer request.

- Load bank testing (Recommended Annually for lightly loaded equipment to reduce likelihood of “Wet Stacking”)
- Fuel testing and treatment (As needed) – Will check for contaminants and general quality.
- Coolant treatment and replacement (Recommended every 3-5 years)
- Pressure washing (At customer request)
- Battery replacement (Recommended every 3 years)
- Rental generators (At customer request)
- Belt and hose replacement (Recommended every 3-5 years)
- Antifreeze testing (Recommended Annually)
- Oil Sampling (Recommended Annually) – Will check for unusual engine wear and contaminants.

CK GAS®



JOHN DEERE

Kubota

KOHLER

VOLVO PENTA

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