

Town of Middlebury Vermont

77 Main Street, Middlebury VT 05753

MEMORANDUM

To: Kathleen Ramsay, Town Manager
From: Bob Wells, Wastewater Superintendent
Re: Annual Preventive Maintenance Agreement of Emergency Generators

10/1/2018

Kathleen,

The first standby generator for the wastewater facility was installed by Southworth-Milton in 1997 at pumping station #3.

In 2000 two (2) more standby generators were installed by Southworth-Milton. One at the main pumping station and one at the treatment plant (**Original 2001 agreement attached**).

At that time I had entered into a maintenance agreement with Southworth-Milton as they were a very reputable company and I had continued to reenter into 3 year agreements as the quality of service and price had seemed reasonable.

Over time 3 more generators had been added. Two were added to the agreement and one separate agreement was made with Brookfield Service (Eastview Generator).

Eastview originally maintained the pump station and generator which they had Brookfield service the generator. When the town took over the Eastview pumping station I continued having Brookfield service the generator at Eastview as the service and price seemed fine.

The service during the last year of our agreement with Southworth-Milton had not met expectations. So I had reached out to Tom Gallo of Powers Guaranteed Generators to solicit a price for a one year agreement along with reference.

Tom originally had worked with Southworth-Milton before joining Powers Guaranteed Generators.

- Last Agreement Attached
- Attached is the cost for a 3 year renewal agreement from Southworth-Milton in the amount of \$4,936 per year.

- Attached is the cost for a one year maintenance agreement with Powers Guaranteed Generators in the amount of \$3,595.

I would request that we enter into a one year service agreement with Powers Guaranteed Generators. Also to be authorized thru the Purchasing Policy as a Sole Source Purchase to maintain our standby generators for this one year period.

The cost for this maintenance of these generators has been budgeted for.

If you need more information please do not hesitate to contact me.

Thanks,

Bob

Original 2001 Agreement

Southworth-Milton, Inc.



100-101 Quarry Drive
Milford, MA 01757
Tel: 508-634-3400
Fax: 508-482-1642

On Site
**Scheduled
Maintenance™**
Plan

August 30, 2001

Bob Wells
Middlebury WWTP
94 Main Street
Middlebury, VT 05753

Dear Bob:

The maintenance agreement with Southworth-Milton, Inc. for your generator(s) is due to expire on October 1, 2001. Enclosed is an updated agreement for the next service period. To avoid interruption in service, please verify all information, sign and return the original in the envelope provided. If you need to make changes, you may do so on the form or contact me directly at 508-482-1646.

I trust your experience with Southworth-Milton, Inc. meets your expectations and we look forward to serving you again. Thank you for your business.

Sincerely,

Amber

Amber Davis
Engine Product Support Specialist

Enclosure

Nine locations
throughout
the Northeast

Milford, MA
Albany, NY
Hopkinton, NH

Warner, NH
Brewer, ME
Scarborough, ME

Richmond, VT
Cranston, RI
Wareham, MA

On Site
**Scheduled
 Maintenance**
Plan
 FROM SOUTHWORTH - MILTON

AGREEMENT

Customer Name: Middlebury WWTP	Acct.# : 4533150
Address/ P.O Box : 94 Main St.	
City/State/Zip: Middlebury, VT 05753	
Service Contact: Bob Wells	
Phone: 802-388- 0498	Fax: 802-388-0495
August 27, 2001	

Inspection and Maintenance Agreement

- ◆ Under the terms of this agreement, Southworth-Milton, Inc. will:
- ❖ Inspect the equipment listed in accordance with the specifications set forth in the Inspection and Preventive Maintenance Checklist (attached). Total cost for each unit(s) is shown in the Unit List on (page 2).
- ❖ Perform Scheduled Oil Sampling (S.O.S.) and coolant sampling on all units covered by this agreement.
- ❖ Maintain service records on all maintenance and repairs, including oil and coolant sampling.
- ❖ Properly dispose of used oil and filters generated by our services, leaving our portion of your job site environmentally clean.
- ❖ Perform additional work as authorized. Such work will be based on our current rates for field service on the date the service is provided.
- ❖ Owner or their assigned agent is responsible to perform weekly operation and maintenance checks according to the attached procedure.
- ❖ Carry Public Liability Insurance in the amount of \$1,000,000 and statutory Workmen's Compensation Insurance.
- ◆ Contract is automatically renewed unless otherwise indicated below. Southworth-Milton, Inc. will notify in writing of any rate increase. This agreement may be terminated any time by either party with a (30) day written notice.

Check here: No, I do not want my contract to be an automatic renewal. Please send an updated agreement when my current one expires.


EXCEPTIONS:

Southworth-Milton, Inc., offers *no warranty as part of this agreement* other than that which is passed on to the owner by the original equipment manufacturer. Southworth-Milton, Inc., assumes no liability of losses or delays arising from Acts of God, fires, weather conditions, labor controversies, delays in supplies, or other causes beyond the control of Southworth-Milton, Inc., that may result in failure of the unit to start.

PAYMENT TERMS AND INVOICING:

Upon an established credit account or advanced payment of services, invoices will be sent immediately following each scheduled visit. Annual agreements will be billed 100% of the annual amount after the first visit. Twice annual agreements will be billed 50% of the annual amount after each visit. Quarterly agreements will be billed 25% of the annual amount after each visit.

CUSTOMER:


Authorized Signature, Title

SOUTHWORTH-MILTON, INC.


Authorized Representative

Unit List

MK	Model Eng	Serial Number Engine	Model Gen	Serial Number Generator	Total Amount	Invoice Instructions		Agreement Period & Start Date		Service Interval
						Amnt	Intvl	From	TO	
AA	3412	2WJ2004	Unit #1		\$625.00	\$625.00	12 Mo	10-1-00	10-1-02	Annual
AA	3412	81Z23734	Unit# 2		\$625.00	\$625.00	12 Mo	10-1-00	10-1-02	Annual
OM	D50P 3	F5247A/0 01	Unit # 3		\$290.00	\$290.00	12 Mo	10-1-01	10-1-02	Annual
Unit Location and Scheduling Instructions:										
This renewal agreement continues service in November.										

Milton Cat Responsibilities:

* Provide all engine oil filters, fuel filters, and engine lubricating oil (to manufacturer's specifications) to perform all preventive maintenance services according to the Milton Cat Scope of Work (attached.)

* Perform a visual inspection and complete an inspection report with each service as well as perform Scheduled Oil Sampling (S.O.S.) of the engine oil and coolant at each visit. A copy of each inspection report will be left for immediate review. Service records and S.O.S results will be maintained by Milton Cat and provided to the customer.

* Properly dispose of used oil and filters removed during Milton Cat services, leaving our portion of your site in compliance with state regulations governing waste oil.

* Carry Public Liability Insurance in the amount of \$1,000,000 and statutory Workmen's Compensation Insurance. *Additional Insured, on a Primary and Non-Contributory basis, and Waiver of Subrogation:* Granted when there is a written, dated, and signed document agreeing to such coverage. The document may be part of a contract or bid, Purchase Order, or any type of agreement between Milton CAT and other entity.

*PM 1.5 services are for quarterly serviced machines with extended drain intervals.

Customer Responsibilities: Perform all other services not specified in the maintenance agreement including "Weekly Inspections" and "as required" items outlined in SEBU6042.

Additional Charges: Any repairs other than routine Preventive Maintenance as outlined in the Milton Cat Scope of Work are not included in this agreement. Additional repairs will be quoted to customer and require customer authorization prior to repair.

Payment Terms and Invoicing: Upon an established credit account or advanced payment of services, invoices will be sent immediately following each scheduled visit. Agreements will be invoiced after each visit at a rate calculated by dividing the total annual cost by the number of visits per year.

Miscellaneous: This Agreement shall become effective upon acceptance by both parties specified below. No waiver of any provisions of this Agreement, nor any modification or amendment shall be binding unless in writing, signed by an Authorized Representative of the party against whom such enforcement is asserted. This Agreement may be terminated by either party upon thirty days' prior written notice provided to the other party at the address set forth on the front of the Agreement, by regular mail, fax, email or personal delivery.

Exceptions: Milton CAT offers no warranty as part of this agreement other than that which is passed on to the owner by the original equipment manufacturer. Milton CAT assumes no liability of losses or delays arising from Acts of God, fires, weather conditions, labor controversies, delays in supplies, or other causes beyond the control of Milton CAT that may result in failure of the unit to start.

Customer Signature		Milton Cat Signature	
Name:	<u>Robert Wells</u>	Name:	<u>Tom Gallo</u>
Title:	<u>Wastewater Superintendent</u>	Title:	<u>Power Solutions Representative</u>
Signature:	<u>Robert Wells</u>	Signature:	<u>Tom Gallo</u>
Date:	<u>8-7-15</u>	Date:	<u>8/6/2015</u>
<u>Remit to any of the following</u>			
<u>PSCSA@miltoncat.com</u>		Milton Cat Service Agreements 100 Quarry Drive Milford, MA 01757	Fax: (508) 282-3199



On Site Scheduled Maintenance Plan

FROM MILTON CAT

RENEWAL

Customer Name:	Town of Middlebury	Acct.#:	4533150
Address/ PO Box:	94 MAIN ST	Phone:	802-388-0498
City/State/Zip:	MIDDLEBURY VT 05753	Cell:	
Customer Contact:	BOB WELLS	Date:	9/13/2018
Email:	RWELLS@TOWNOFMIDDLEBURY.ORG		

PM Equipment Breakdown

Equipment identified as part of the renewal will continue with the Service cycle defined in the original agreement.

Make	Model	Serial	Services	Per service price
AA	D50	F5247A/001	PM 2 NOVEMBER 2018	\$662
AA	3412 EPG	81Z23734	PM 2 NOVEMBER 2018	\$1,475
AA	3412 EPG	2WJ02204	PM 2 NOVEMBER 2018	\$1,475
AA	G40	NGC00216	PM 2 NOVEMBER 2018	\$662
AA	G40	NGC00544	PM 2 NOVEMBER 2018	\$662

\$4,936

Milton Cat Responsibilities:

All defining information regarding the filters, oils, SOS, waste oil disposal, maintenance records and visual inspection can be found in the original CSA AGREEMENT.

Customer Responsibilities:

All defining information regarding extended oil drain intervals, customer performed SOS, access to jobsite and equipment, safe job site working requirements, daily inspections, makeup fluids, cleaning, SMU reporting, and tooling can be found in the original CSA AGREEMENT form.

Additional Charges:

Any repairs other than routine Preventive Maintenance as outlined in the Milton Cat Contract Service Content Guide are not included.

Term:

The length of this agreement is for 1 year. At the end of this Agreement term Milton Cat will have the option to change the per service price regardless of the number of services performed during the agreement period

Renewal:

This agreement must be signed by the customer and returned to Milton CAT before renewed scheduled maintenance contract can begin. Failure to sign agreement prior to next service could result in missed or late services.

Exceptions:

No party to this agreement shall be held responsible for delays or failure in performance resulting from an act beyond reasonable control. This Agreement shall become effective upon acceptance by the Milton Cat and "Customer" parties specified below. This Agreement may be terminated by either party upon thirty days' prior written notice of termination provided to the other party at the address set forth on the front of the Agreement, by regular mail, fax or personal deliver. Milton Cat retains the right to modify or cancel this contract at any point in time should it be determined that the requirements of the contract can no longer in good faith be adhered to, or if it is determined that the customer can no longer adhere to the requirements set forth in the contract herein.

PLEASE PROVIDE A P O NUMBER / COPY IF YOUR COMPANY USES THEM

Customer: I have read and understand all of the terms above as well as Milton-Cat's service contents.

Print Name: _____

Sign Name: _____

Date: _____

Mailing Address:
 Powers Guaranteed Generators
 PO Box 10005
 Swanzey, NH 03446



Service Locations:
 Concord & Swanzey, NH
 Norwood, MA
 Waterbury, CT

www.PowersGenerator.com
 8/10/2018

Toll Free: (800) 853-7202
 Fax: (603) 352-9339

Town of Middlebury
 Middlebury, Vermont

ANNUAL PREVENTATIVE MAINTENANCE AGREEMENT

This agreement is for the maintenance of the emergency generators listed below.
 Service to be conducted annually (one Major PM service as outlined below) with parts, filters and fluids replaced as needed per the checklist below.

<u>Location</u>	<u>Generator</u>
243 Industrial Drive	Cat 3412
274 Weybridge Road	Olympian D50P1
Fields Circle	Olympian G40F3
10 Lucius Shaw Lane	Cat 3412
100 Meadow Glenn Road	Olympian G40F3

Major PM Service Checklist

1. Replace lubrication oil
2. Replace lubrication oil filter
3. Replace spark plugs
4. Check radiator, hoses, etc. for leakage and pliability
5. Replace fuel filters
6. Check unit for fuel or oil leakage
7. Check and adjust fan and governor belts
8. Service battery, add water, clean posts, check specific gravity
9. Service air filter (replacement not included)
10. Check AC output (voltage)
11. Check engine speed/frequency
12. Wipe down outside of generator and engine
13. Conduct safety shut down checks (oil pressure, over speed, high temperature, etc.)
14. Check ignition system
15. Check charging rate of battery charger
16. Coolant testing (liquid cooled generators only)
17. Submit report of inspection with any recommended repairs
18. Inspect transfer switch for proper operation, check connection and settings (if accessible)
19. Simulate power failure, check operation (with permission of owner/representative)

Minor PM Service Checklist

1. Check lubrication oil
2. Check lubrication oil filter
3. Check spark plugs
4. Check radiator, hoses, etc. for leakage and pliability
5. Check fuel filters
6. Check unit for fuel or oil leakage
7. Check and adjust fan and governor belts
8. Service battery, add water, clean posts, check specific gravity
9. Service air filter (replacement not included)
10. Check AC output (voltage)
11. Check engine speed/frequency
12. Wipe down outside of generator and engine
13. Conduct safety shut down checks (oil pressure, over speed, high temperature, etc.)
14. Check ignition system
15. Check charging rate of battery charger
16. Coolant testing (liquid cooled generators only)
17. Submit report of inspection with any recommended repairs
18. Inspect transfer switch for proper operation, check connection and settings (if accessible)
19. Simulate power failure, check operation (with permission of owner/representative)



Powers Guaranteed Generators • 800-853-7202 • www.PowersGenerator.com



Mailing Address:
 Powers Guaranteed Generators
 PO Box 10005
 Swanzey, NH 03446



Service Locations:
 Concord & Swanzey, NH
 Norwood, MA
 Waterbury, CT

www.PowersGenerator.com

Toll Free: (800) 853-7202
 Fax: (603) 352-9339

Recommended repairs, additional parts not listed on the PM checklist above and emergency calls are not covered under this agreement and will be billed separately.

**Annual Maintenance of the
 previously listed generators total: \$3595.00**
Payment of \$3595.00 due after service is performed

Additional Services Requested/Recommended

	Price	Indicate Choice
Fuel Sampling (total for all 5 generators)	\$725.00	___ Yes ___ No
2 Hour Load Bank (total for all 5 generators)	\$5745.00	___ Yes ___ No

**Above services will be invoiced and payment due, upon completion of the service at each location
 Applicable taxes may apply and are not included in above pricing

Agreement-Holder Rates for work outside of preventative maintenance

	Normal Business Hours	Emergency	Sunday & Holiday
Trip Charge	\$210.00		
Flat Rate Round Trip Travel Labor Charge	\$397.00	\$598.00	\$794.00
On Site Labor	\$110.00/hr.	\$165.00/hr.	\$220.00/hr.

All surplus materials are property of Powers Generator Service. In the event of the breach of this contract, bid signee agrees to pay any and all attorney's fees pertaining to litigation of this contract. All jobs will be completed in a timely manner. Powers Generator Service cannot be held responsible for delays caused by bad weather, strikes, supplier shorts, or acts of God. This contract may be terminated at the option of Powers Generator Service for any reason.

Client may terminate this agreement up to 7 days prior to scheduled installation date, for a refund of the deposit, less expenses incurred or 15%, whichever is greater, to cover work already performed. Special order equipment is non-refundable and non-cancellable.

All work to be performed during normal business hours (Monday-Friday from 7:30 a.m. to 5:30 p.m.). Any additional hours may affect the quoted price. Costs associated with Utility companies are the sole responsibility of the client. Do not sign this contract until completely filled in. No verbal agreements will be honored. Contract valid for 30 days from date on contract.

Respectfully Submitted,

Tom Gallo

Powers Generator Service, LLC

Acceptance of Proposal: _____ Date of Acceptance: _____



Powers Guaranteed Generators • 800-853-7202 • www.PowersGenerator.com



FW: Generator Preventative Maintenance Proposal

Tom Gallo [tgallo@powersgenerator.com]

Sent: Friday, March 02, 2018 2:40 PM

To: Bob Wells

Cc: Bill Kernan

Attachments: PMA for Town of Middlebury.pdf (154 KB) ; Preventative Maintenance A~1.pdf (275 KB)

Sorry, forgot about the references. Here are a few in Newport, VT:

- **City of Newport, VT- Thomas Bernier- 334-2124-** We have 8 generators under contract with them. Our ^{Good} technician, Mark Liska was/is there today. _{Ref.}
- **Community National Bank- Anita Dion- 802-334-7915**

I have not called either of these people to let them know that you might be calling.

Tom Gallo
 Powers Guaranteed Generators
 Power Systems Sales
 Cell Phone: 603-757-3884
www.PowersGenerator.com
Tgallo@PowersGenerator.com

Contract Ends 9/30/18



From: Tom Gallo
Sent: Friday, March 02, 2018 2:34 PM
To: 'Bob Wells' <RWells@TownOfMiddlebury.org>
Cc: Bill Kernan (bkernan@townofmiddlebury.org) <bkernan@townofmiddlebury.org>
Subject: RE: Generator Preventative Maintenance Proposal

Hi Bob. Sorry for the delay in getting back to you. See below and attached for answers.

Tom Gallo
 Powers Guaranteed Generators
 Power Systems Sales
 Cell Phone: 603-757-3884
www.PowersGenerator.com
Tgallo@PowersGenerator.com

Call Tom Gallo

