

**RESOLUTION NO. 2946**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A GOODS AND SERVICES CONTRACT WITH PETERSON POWER SYSTEMS, INC. FOR ANNUAL GENERATOR MAINTENANCE.**

WHEREAS, the City currently owned and maintains seven emergency power generators associated with the City's critical infrastructure; and

WHEREAS, the State of Oregon Department of Administrative Services (DAS) has a state wide contract for industrial generator maintenance, which municipalities may utilize; and

WHEREAS, the City wishes to assure the long term condition, reliability and safety of its assets; and

WHEREAS, a five year contract will minimize the administrative burden as well as secure the pricing for the next five year term; and

WHEREAS, the City is committed to increasing and assuring its resiliency in the face of natural and man-made disasters.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

- Section 1. The procurement process for the Project duly followed Oregon Contracting Rules, and the DAS allows municipalities to utilize the statewide contract.
- Section 2. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a five year term Goods and Services Contract with Peterson Power Systems, Inc for the sum of \$160,779.
- Section 3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 20<sup>th</sup> day of December 2021, and filed with the Wilsonville City Recorder this date.

DocuSigned by:  
*Julie Fitzgerald*  
8A974AF3ADE042E...  
\_\_\_\_\_

Julie Fitzgerald, Mayor

ATTEST:

DocuSigned by:  
*Kimberly Veliz*  
E781DE10276B498...  
\_\_\_\_\_

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

EXHIBIT:

- A. Goods and Services Contract with Peterson Power Systems, Inc. for Annual Generator Maintenance

## CITY OF WILSONVILLE GOODS AND SERVICES CONTRACT

This Goods and Services Contract (“Contract”) for the Generator Annual Service Contract Project (“Project”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2021 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Peterson Power Systems, Inc.**, a California corporation (hereinafter referred to as “Contractor”).

### RECITALS

WHEREAS, the City requires services which Contractor is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Contractor represents that Contractor is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Contractor is prepared to provide such services, as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

### AGREEMENT

#### **Section 1. Scope of Work**

Contractor will perform the annual preventative and on demand services for the City of Wilsonville’s existing emergency generators, as more particularly described in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Work”).

#### **Section 2. Term**

The term of this Contract shall be from the Effective Date for a period of five (5) years, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. Contractor shall diligently perform the Work according to the requirements identified in the Scope of Work.

#### **Section 3. Contract Sum/Project Scope**

3.1. Except as otherwise set forth in this **Section 3**, the City agrees to pay Contractor the fixed price of ONE HUNDRED SIXTY THOUSAND SEVEN HUNDRED AND SEVENTY-NINE DOLLARS (\$160,779) for performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor.

3.2. Contractor’s Contract Sum is all inclusive and includes, but is not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes,

workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the recently enacted Oregon Corporate Activity Tax (CAT).

3.3. Contractor will be paid for Work upon completion of the Work and within thirty (30) days of receipt of an itemized invoice, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible.

#### **Section 4. City's Project Manager**

The City's Project Manager is Matt Baker. The City shall give Contractor prompt written notice of any re-designation of its Project Manager.

#### **Section 5. Contractor's Project Manager**

Contractor's Project Manager is \_\_\_\_\_ . In the event that Contractor's Project Manager is changed, Contractor shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Contractor's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Contractor that is not from Contractor's Project Manager, the City may request verification by Contractor's Project Manager, which verification must be promptly furnished.

#### **Section 6. Subcontractors and Assignments**

Contractor shall not subcontract with others for any of the Work prescribed herein. Contractor shall not assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion.

#### **Section 7. Contractor Is Independent Contractor**

Except as otherwise mandated by state law, the performance of Work under this Contract is at Contractor's sole risk. All damages or loss to Work, equipment, or materials incurred during the performance of the Work shall be at Contractor's sole risk. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 3** of this Contract. Contractor will be solely responsible for determining the manner and means of accomplishing the end result of Contractor's Work. The City does not have the right to control or interfere with the manner or method of accomplishing said Work. The City, however, will have the right to specify and control the results of Contractor's Work so such Work meets the requirements of the Project.

## Section 8. Contractor's Responsibilities

8.1. Contractor must comply with all applicable Oregon and federal wage and hour laws. Contractor shall make all required workers compensation and medical care payments on time. Contractor shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Contractor shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

8.2. Contractor must maintain a City of Wilsonville or Metro business license at all times while performing Work under this Contract.

8.3. No person shall be discriminated against by Contractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the implementation of the Project. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Contract or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

8.4. Contractor shall make payment promptly, as due, to all parties supplying to such Contractor labor or material for the prosecution of the Work provided for in the Contract.

8.5. Contractor shall make payment promptly, as due, to any party furnishing medical, surgical, hospital, or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which Contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing payment for such service.

8.6. With certain exceptions listed below, Contractor shall not require or permit any person to work more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in case of necessity, emergency, or where public policy requires it, and in such cases the person shall be paid at least time and a half for:

8.6.1. All overtime in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is five (5) consecutive days, Monday through Friday; or

8.6.2. All overtime in excess of ten (10) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday; and

8.6.3. All work performed on the days specified in ORS 279B.020(1)(b) for public contracts.

8.7. Contractor must give notice to employees who work on a public contract, in writing, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

8.8. The hourly rate of wage to be paid by any Contractor to employed workers or other persons doing or contracting to do all or part of the work contemplated by a public contract shall be not less than the applicable wage required by law.

8.9. Contractor, and all employers working under the Contract, are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017 unless otherwise exempt under ORS 656.126.

8.10. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources (and avoidance of natural resource damages) in the performance of the Contract, including but not limited to ORS 279C.525. If new or amended statutes, ordinances, or regulations are adopted, or Contractor encounters a condition not referred to in this Contract, not caused by Contractor, and that was not discoverable by reasonable site inspection, which requires compliance with federal, state, or local laws or regulations dealing with the preservation of the environment, both the City and Contractor shall have all the rights and obligations set forth in ORS 279C.525.

8.11. Contractor shall be liable for any fine imposed against Contractor, the City or the 'Project' as a result of a violation of any laws or permitting requirements by Contractor or any suppliers.

8.12. COVID-19 Safety Measures. During the term of the Contract, when any work is performed at the work site, the safety measures and protocols set forth in this Subsection must be followed for the protection of Contractor's employees and/or subcontractors, City employees, and the public. In the event that Contractor is required to evacuate the building or stop or delay work due to a COVID-19 related event, Contractor shall not be entitled to any additional payment, remobilization costs, or delay damages.

8.12.1. Contractor must submit a construction schedule for approval by the City's Project Manager.

8.12.2. The City's Project Manager may change the approved schedule immediately in the event needed for assurance of health and safety.

8.12.3. Contractor must meet the City's Project Manager outside of the building or project area (if outdoors) where work is to take place and be prepared to be escorted to the work site.

8.12.4. Contractor's Project Manager must sign a daily form, acknowledging that, to the best of his/her knowledge, all employees or subcontractors working on the site have not felt, and are not feeling, sick nor been exposed to anyone showing signs of sickness in the last 14 days.

8.12.5. Contractor must follow all social distancing guidelines to the absolute best of Contractor's ability, and Contractor shall have a designated safety manager on-site at all times to ensure social distancing.

8.12.6. Contractor will be informed of the maximum acceptable number of workers allowed in the facility or project area. The City's Project Manager will set a maximum occupancy limit for the number of Contractor's employees/subcontractors who can be working on-site at any given time, and shall direct point of exit and entry to use, assigned restroom facilities, and approved travel routes to and from the work site.

8.12.7. Contractor will need to be prepared to immediately evacuate the building or project area, with the possibility of a delayed return, in the event of a level 1, 2, or 3 disinfection response by the City.

8.12.8. Contractor must do ample site clean-up at the end of each day in preparation for the City to perform a final disinfection once Contractor has left for the day.

8.12.9. Contractor must notify the City's Project Manager thirty (30) minutes before each expected day's end for clean site inspection.

## **Section 9. Indemnity**

9.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor's failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to

the standards of performance and care described in **Subsection 10.2**. Contractor shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor. As used herein, the term “Contractor” applies to Contractor and its own agents, employees, and suppliers.

9.2. Standard of Care. In the performance of the Work, Contractor agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of Contractor’s profession practicing in the Portland metropolitan area. Contractor will re-perform any Work not meeting this standard without additional compensation. Contractor’s re-performance of any Work, even if done at the City’s request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Contractor’s failure to perform in accordance with the applicable standard of care of this Contract and within the prescribed timeframe.

## **Section 10. Insurance**

10.1. Insurance Requirements. Contractor must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor’s activities or work hereunder. The amount of insurance carried is in no way a limitation on Contractor’s liability hereunder. The policy or policies maintained by Contractor shall provide at least the following minimum limits and coverages at all times during performance of this Contract:

10.1.1. Commercial General Liability Insurance. Contractor shall obtain, at Contractor’s expense, and keep in effect during the term of this Contract, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an “occurrence” form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Contract and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Contract.

10.1.2. Business Automobile Liability Insurance. If Contractor will be using a motor vehicle in the performance of the Work herein, Contractor shall provide the City a certificate indicating that Contractor has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **\$2,000,000**.

10.1.3. Workers Compensation Insurance. Contractor and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform work without the assistance or labor of any employee



need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than **\$500,000** each accident.

10.1.4. Insurance Carrier Rating. Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable by the City, with an AM Best Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

10.1.5. Additional Insured & Termination Endorsements. The City will be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverages. Additional Insured coverage under Contractor's Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: "The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or major modification of the insurance policies required hereunder.

10.1.6. Certificates of Insurance. As evidence of the insurance coverage required by this Contract, Contractor shall furnish a Certificate of Insurance to the City. This Contract shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Contractor agrees that it will not terminate or change its coverage during the term of this Contract without giving the City at least thirty (30) days' prior advance notice and Contractor will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

10.2. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Contractor shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are "Claims Made" policies, Contractor will be required to maintain such policies in full force and effect throughout any warranty period.

## **Section 11. Suspension**

The City may suspend, delay, or interrupt all or any part of the Services for such time as the City deems appropriate for its own convenience by giving written notice thereof to Contractor. An adjustment in the time of performance or method of compensation shall be negotiated as a result of such delay or suspension, unless the reason for the delay was within Contractor's control. The City shall not be responsible for Services performed by any subcontractors after notice of suspension is given by the City to Contractor.

## **Section 12. Early Termination; Default**

12.1. This Contract may be terminated prior to the expiration of the agreed upon terms:

12.1.1. By mutual written consent of the parties;

12.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Contractor by mail or in person; or

12.1.3. By Contractor, effective upon seven (7) days' prior written notice, in the event of substantial failure by the City to perform in accordance with the terms through no fault of Contractor, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.

12.2. If the City terminates this Contract in whole or in part, due to default or failure of Contractor to perform Work in accordance with the Contract, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Contractor shall be liable for all costs and damages incurred by the City as a result of the default by Contractor, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from the City to Contractor. In the event of a default, the City will provide Contractor with written notice of the default and a period of three (3) days to cure the default. If Contractor notifies the City that it cannot, in good faith, do so within the three (3) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Contract and seek remedies for the default, as provided above.

12.3. If the City terminates this Contract for its own convenience not due to any default by Contractor, payment of Contractor shall be prorated to, and include the day of, termination and shall be in full satisfaction of all claims by Contractor against the City under this Contract.

12.4. Termination under any provision of this **Section 13** shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. Contractor shall surrender to the City items of work or portions thereof, for which Contractor has received payment or the City has made payment.

## **Section 13. Contract Modification; Change Orders**

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Contractor.

## **Section 14. Notices**

Any notice required or permitted under this Contract shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as

certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of Wilsonville  
Attn: Matt Baker, Facilities Supervisor  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

To Contractor: Peterson Power Systems, Inc.  
Attn: \_\_\_\_\_, Project Manager  
2828 Teagarden Street  
San Leandro, CA 94577

### **Section 15. Miscellaneous Provisions**

15.1. Integration. This Contract, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these or any other documents, the provisions of this Contract shall control, and the terms most favorable to the City, within the City's sole discretion, will apply.

15.2. Legal Effect and Assignment. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Contract may be enforced by an action at law or in equity.

15.3. No Assignment. Contractor may not assign this Contract, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

15.4. Adherence to Law. This Contract shall be subject to, and Contractor shall adhere to, all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Contractor is required by law to obtain or maintain in order to perform the Work described in this Contract shall be obtained and maintained throughout the term of this Contract.

15.5. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein.

15.6. Jurisdiction. Jurisdiction and venue for any dispute will be in Clackamas County Circuit Court.

15.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with

any controversy arising out of this Contract or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Contract, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

15.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Contract shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

15.9. Severability. If any provision of this Contract is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Contract shall remain in full force and effect, to the greatest extent allowed by law.

15.10. Modification. This Contract may not be modified except by written instrument executed by Contractor and the City.

15.11. Time of the Essence. Time is expressly made of the essence in the performance of this Contract.

15.12. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Contract, the first day from which the designated period of time begins to run shall not be included.

15.13. Headings. Any titles of the sections of this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

15.14. Number, Gender and Captions. In construing this Contract, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Contract.

15.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Contract generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Contract. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question,

such as in the case of where this Contract gives the City “sole discretion” or the City is allowed to make a decision in its “sole judgment.”

15.16. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Contract in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

15.17. Interpretation. As a further condition of this Contract, the City and Contractor acknowledge that this Contract shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

15.18. Entire Agreement. This Contract, all documents attached to this Contract, and all Contract Documents and laws and regulations incorporated by reference herein represent the entire agreement between the parties.

15.19. Counterparts. This Contract may be executed in one or more counterparts, each of which shall constitute an original Contract but all of which together shall constitute one and the same instrument.

15.20. Authority. Each party signing on behalf of Contractor and the City hereby warrants actual authority to bind their respective party.

The Contractor and the City hereby agree to all provisions of this Contract.

**CONTRACTOR:**

**CITY:**

PETERSON POWER SYSTEMS, INC.

CITY OF WILSONVILLE

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

As Its: \_\_\_\_\_

As Its: \_\_\_\_\_

Employer I.D. No. \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Ryan Adams, Assistant City Attorney  
City of Wilsonville, Oregon



**Customer Value Agreement  
Prepared for CITY OF WILSONVILLE (7353350)**

Acct. #: 7353350  
 Contact: Matt Baker  
 Email: mbaker@ci.wilsonville.or.us  
 Phone: 503 570 1548  
 Fax:  
 Billing Address: 29799 SW TOWN CNTR LP E  
 WILSONVILLE, OR 97070 6499

Prepared by: Rick L Ferguson  
 Email: rlferguson@petersoncat.com  
 Phone: (503) 280-1548  
 Cell Phone: (503) 866-6658  
 Fax: (503) 867-8567  
 Business Address: 2828 Teagarden Street  
 San Leandro, CA 94577

Peterson Power Systems, Inc. agrees to perform the services listed below for CITY OF WILSONVILLE (7353350) . The agreement will be for a period of Five years, commencing on acceptance date. These services will be performed on the units listed below at the stated price.

The units are located at:

29799 SW TOWN CNTR LP E  
 WILSONVILLE, OR 97070- 6499

-----  
 THE FOLLOWING QUOTE FOR FIVE YEAR MAINTENANCE IS PER NJPA/ SOURCEWELL CONTRACT FOR THE CITY OF WILSONVILLE.

CAT Contract#: 120617-CAT SOURCEWELL PROGRAM- MEMBER ID# 96920  
 CITY OF WILSONVILLE.

\* LISTED PRICING EXCEEDS THE MINIMUM SOURCEWELL DISCOUNT OFF LABOR.

\* This agreement can be cancelled by customer at any time with a courtesy 30 days written notice.  
 -----

. The services have been designed around the Manufacturer’s Recommended Standards, will be performed on a flat fee basis and include labor, travel and service parts as indicated below. Taxes, if applicable, are not reflected, unless otherwise noted. Following is a summary of charges for the agreement.

Unit	Loc	Make	Model	Serial	\$ Inspection x Freq	Annual	Green Annual	Load Test	3 Yr Service	Battery Replace	Megger	Valve Adjust or other	Total
1	2021 - Fleet Services	AA	3412 (500KW)	81Z24176	265 x 2	0	895	1325	3450	945	400	0	\$7,545
2	2021 - Charbonneau	AA	3406 (350KW)	4ZR06040	265 x 1	0	710	950	2850	980	400	0	\$6,155
3	2021 - Nike Well	AA	3306 (250KW)	9NR03997	265 x 1	0	695	950	2850	945	400	0	\$6,105
4	2021 - Pub	OY	D20P1	NPT00366	265 x 1	0	445	515	1469	370	325	0	\$3,389

	Works - Police		(20KW)											
5	2021 - City Hall	OY	D200P4 (200KW)	NNS01561	265 x 2	0	665	945	2845	585	325	0	\$5,895	
6	2021 - Boeckman	KR	200ROZ D (200KW)	396625	265 x 1	0	710	945	2845	585	325	0	\$5,675	
7	2021 - Ellingsen	ON	NTA-855 G3 (350KW)	30363505	265 x 1	0	710	950	2975	980	400	0	\$6,280	
8	2021 - GesellShaft	CU	CD150 D6D (150KW)	K190690007	265 x 1	960	0	945			400	0	\$2,570	
9	2022 - Fleet Services	AA	3412 (500KW)	81Z24176	270 x 2	0	905	1340			400	0	\$3,185	
10	2022 - Charbonneau	AA	3406 (350KW)	4ZR06040	270 x 1	0	730	980			400	0	\$2,380	
11	2022 - Nike Well	AA	3306 (250KW)	9NR03997	270 x 1	0	715	980			400	0	\$2,365	
12	2022 - Pub Works - Police	OY	D20P1 (20KW)	NPT00366	270 x 1	0	460	530			325	0	\$1,585	
13	2022 - City Hall	OY	D200P4 (200KW)	NNS01561	270 x 2	0	685	975			325	0	\$2,525	
14	2022 - Boeckman	KR	200ROZ D (200KW)	396625	270 x 1	0	730	975			325	0	\$2,300	
15	2022 - Ellingsen	ON	NTA-855 G3 (350KW)	30363505	270 x 1	0	730	980			400	0	\$2,380	
16	2022 - GesellShaft	CU	CD150 D6D (150KW)	K190690007	270 x 1	0	875	965			400	0	\$2,510	
17	2023 - Fleet Services	AA	3412 (500KW)	81Z24176	275 x 2	1250	0	1355			425	1080	\$4,660	
18	2023 - Charbonneau	AA	3406 (350KW)	4ZR06040	275 x 1	945	0	1010			425	750	\$3,405	
19	2023 - Nike Well	AA	3306 (250KW)	9NR03997	275 x 1	890	0	1010			425	750	\$3,350	
20	2023 - Pub Works - Police	OY	D20P1 (20KW)	NPT00366	275 x 1	500	0	545			350	485	\$2,155	
21	2023 - City Hall	OY	D200P4 (200KW)	NNS01561	275 x 2	980	0	1005			350	750	\$3,635	
22	2023 - Boeckman	KR	200ROZ D (200KW)	396625	275 x 1	980	0	1005			350	750	\$3,360	
23	2023 - Ellingsen	ON	NTA-855 G3 (350KW)	30363505	275 x 1	945	0	1010			425	750	\$3,405	
24	2023 - GesellShaft	CU	CD150 D6D (150KW)	K190690007	275 x 1	990	0	980			425	750	\$3,420	
25	2024 - Fleet Services	AA	3412 (500KW)	81Z24176	280 x 2	0	915	1370	3580	975	425	0	\$7,825	
26	2024 - Charbonneau	AA	3406 (350KW)	4ZR06040	280 x 1	0	775	1040	3125	1010	425	0	\$6,655	
27	2024 - Nike Well	AA	3306 (250KW)	9NR03997	280 x 1	0	760	1040	2995	975	0	425	\$6,475	
28	2024 - Pub Works - Police	OY	D20P1 (20KW)	NPT00366	280 x 1	0	475	575	1605	450	0	350	\$3,735	
29	2024 - City Hall	OY	D200P4 (200KW)	NNS01561	280 x 2	0	740	1020	2995	610	425	0	\$6,350	
30	2024 - Boeckman	KR	200ROZ D (200KW)	396625	280 x 1	0	775	1020	2995	610	350	0	\$6,030	
31	2024 - Ellingsen	ON	NTA-855 G3 (350KW)	30363505	280 x 1	0	775	1040	3125	1010	425	0	\$6,655	

32	2024 - GesellShaft	CU	CD150 D6D (150KW)	K190690007	285 x 1	0	890	995	3125	610	425	0	\$6,330		
33	2025 - Fleet Services	AA	3412 (500KW)	81Z24176	285 x 2	0	925	1385			425	0	\$3,305		
34	2025 - Charbonneau	AA	3406 (350KW)	4ZR06040	285 x 1	0	800	1040			425	0	\$2,550		
35	2025 - Nike Well	AA	3306 (250KW)	9NR03997	285 x 1	0	785	1040			425	0	\$2,535		
36	2025 - Pub Works - Police	OY	D20P1 (20KW)	NPT00366	285 x 1	0	485	575			350	0	\$1,695		
37	2025 - City Hall	OY	D200P4 (200KW)	NNS01561	285 x 2	0	765	1020			425	0	\$2,780		
38	2025 - Boeckman	KR	200ROZ D (200KW)	396625	285 x 1	0	800	1020			350	0	\$2,455		
39	2025 - Ellingsen	ON	NTA-855 G3 (350KW)	30363505	285 x 1	0	800	1040			425	0	\$2,550		
40	2025 - GesellShaft	CU	CD150 D6D (150KW)	K190690007	285 x 1	0	900	1010			425	0	\$2,620		
<b>Total</b>							<b>\$13,755</b>	<b>\$8,440</b>	<b>\$23,025</b>	<b>\$39,400</b>	<b>\$42,829</b>	<b>\$11,640</b>	<b>\$14,850</b>	<b>\$6,840</b>	<b>\$160,779</b>

2021 SCOPE OF WORK: (\$43,614)

2021 Fleet Services: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$895) - NOV  
 2 hour loadtest (\$1,325) - NOV  
 Cooling System Service (\$3,450) - NOV  
 Batteries (2) 153-5700 - (\$945) - NOV  
 Megger test insulation (\$400) - OCT  
 ATS 1 - 200 amp Visual inspect no xfr (\$265) - NOV  
 ATS 2 - 800 amp Visual inspect no xfr (\$265) - NOV = [\$7,545 total]

2021 Charbonneau: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$710) - NOV  
 2 hour loadtest (\$950) - NOV  
 Cooling System Service (\$2,850) - NOV  
 Batteries (2) 153-5710 - (\$980) - NOV  
 Megger test insulation (\$400) - NOV  
 ATS 1 - 400 amp Visual inspect no xfr (\$265) - NOV = [\$6,155 total]

2021 Nike Well: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$695) - NOV  
 2 hour loadtest (\$950) - NOV  
 Cooling System Service (\$2,850) - NOV  
 Batteries (2) 153-5700 - (\$945) - NOV  
 Megger test insulation (\$400) - NOV  
 ATS 1 - 800 amp Visual inspect no xfr (\$265) - NOV = [\$6,105 total]

2021 PW-Police: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$445) - NOV  
 2 hour loadtest (\$515) - NOV  
 Cooling System Service (\$1,469) - NOV  
 Batteries (1) 115-2422 - (\$370) - NOV  
 Megger test insulation (\$325) - NOV  
 ATS 1 - 100 amp Visual inspect no xfr (\$265) - NOV = [\$3,389 total]

2021 City Hall: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$665) - NOV  
 2 hour loadtest (\$945) - NOV  
 Cooling System Service (\$2,845) - NOV



Batteries (2) 230-6368 - (\$585) - NOV  
 Megger test insulation (\$325) - NOV  
 ATS 1 - 100 amp Visual inspect no xfr (\$265) - NOV  
 ATS 2 - 200 amp Visual inspect no xfr (\$265) - NOV = [\$5,895 total]

2021 Boeckman: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$710) - NOV  
 2 hour loadtest (\$945) - NOV  
 Cooling System Service (\$2,845) - NOV  
 Batteries (2) 230-6368 - (\$585) - NOV  
 Megger test insulation (\$325) - NOV  
 ATS 1 - 400 amp Visual inspect no xfr (\$265) - NOV = [\$5,675 total]

2021 Ellingsen: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$710) - NOV  
 2 hour loadtest (\$950) - NOV  
 Cooling System Service (\$2,975) - NOV  
 Batteries (2) 153-5720 - (\$980) - NOV  
 Megger test insulation (\$400) - NOV  
 ATS 1- 600 amp Visual inspect no xfr (\$265) - NOV = [\$6,280 total]

2021 Gesell: Annual Service with SOS oil, coolant and Fuel Samples (\$960) - NOV  
 2 hour loadtest (\$945) - NOV  
 Megger test insulation (\$400) - NOV  
 ATS 1- 600 amp Visual inspect no xfr (\$265) - NOV = [\$2,570 total]  
 \* NEW UNIT TO HAVE CSS AND BATTTS (2024)

---

2022 SCOPE OF WORK: (\$19,230)

---

2022 Fleet Services: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$905) - May  
 2 hour loadtest (\$1,340) - May  
 Megger test insulation (\$400) - NOV  
 ATS 1 - 200 amp Visual inspect no xfr (\$270) - NOV  
 ATS 2 - 800 amp Visual inspect no xfr (\$270) - NOV = [\$3,185 total]

2022 Charbonneau: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$730) - May  
 2 hour loadtest (\$980) - May  
 Megger test insulation (\$400) - NOV  
 ATS 1 - 400 amp Visual inspect no xfr (\$270) - NOV = [\$2,380 total]

2022 Nike Well: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$715) - May  
 2 hour loadtest (\$980) - May  
 Megger test insulation (\$400) - NOV  
 ATS 1 - 800 amp Visual inspect no xfr (\$270) - NOV = [\$2,365 total]

2022 PW-Police: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$460) - May  
 2 hour loadtest (\$530) - May  
 Megger test insulation (\$325) - NOV  
 ATS 1 - 100 amp Visual inspect no xfr (\$270) - NOV = [1,585 total]

2022 City Hall: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$685) - May  
 2 hour loadtest (\$975) - May  
 Megger test insulation (\$325) - NOV  
 ATS 1 - 100 amp Visual inspect no xfr (\$270) - NOV  
 ATS 2 - 200 amp Visual inspect no xfr (\$270) - NOV = [\$2,525 total]

2022 Boeckman: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$730) - May  
 2 hour loadtest (\$975) - May  
 Megger test insulation (\$325) - NOV  
 ATS 1 - 400 amp Visual inspect no xfr (\$270) - NOV = [\$2,300 total]

2022 Ellingsen: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$730) - May  
 2 hour loadtest (\$980) - May  
 Megger test insulation (\$400) - NOV  
 ATS 1- 600 amp Visual inspect no xfr (\$270) - NOV = [\$2,380 total]

2022 Gesell: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$875) - May  
 2 hour loadtest (\$965) - May  
 Megger test insulation (\$400) - NOV  
 ATS 1- 600 amp Visual inspect no xfr (\$270) - NOV = [\$2,510 total]

2023 SCOPE OF WORK: (\$27,390)

2023 Fleet Services: Annual Service with SOS oil, coolant and Fuel Samples (\$1,250) - May  
 2 hour loadtest (\$1,355) - May  
 Megger test insulation (\$425) - NOV  
 Valve Adjust (\$1,080) - NOV  
 ATS 1 - 200 amp Visual inspect no xfr (\$275) - NOV  
 ATS 2 - 800 amp Visual inspect no xfr (\$275) - NOV = [\$4,660 total]

2023 Charbonneau: Annual Service with SOS oil, coolant and Fuel Samples (\$945) - May  
 2 hour loadtest (\$1010) - May  
 Megger test insulation (\$425) - NOV  
 Valve Adjust (\$750) - NOV  
 ATS 1 - 400 amp Visual inspect no xfr (\$275) - NOV = [\$3,405 total]

2023 Nike Well: Annual Service with SOS oil, coolant and Fuel Samples (\$890) - May  
 2 hour loadtest (\$1010) - May  
 Megger test insulation (\$425) - NOV  
 Valve Adjust (\$750) - NOV  
 ATS 1 - 800 amp Visual inspect no xfr (\$275) - NOV = [\$3,350 total]

2023 PW-Police: Annual Service with SOS oil, coolant and Fuel Samples (\$500) - May  
 2 hour loadtest (\$545) - May  
 Megger test insulation (\$350) - NOV  
 Valve Adjust (\$485) - NOV  
 ATS 1 - 100 amp Visual inspect no xfr (\$275) - NOV = [\$2,155 total]

2023 City Hall: Annual Service with SOS oil, coolant and Fuel Samples (\$980) - May  
 2 hour loadtest (\$1005) - May  
 Megger test insulation (\$350) - May  
 Valve Adjust (\$750) - NOV  
 ATS 1 - 100 amp Visual inspect no xfr (\$275) - NOV  
 ATS 2 - 200 amp Visual inspect no xfr (\$275) - NOV = [\$3,635 total]

2023 Boeckman: Annual Service with SOS oil, coolant and Fuel Samples (\$980) - May  
 2 hour loadtest (\$1005) - May  
 Megger test insulation (\$350) - NOV  
 Valve Adjust (\$750) - NOV  
 ATS 1 - 400 amp Visual inspect no xfr (\$275) - NOV = [\$3,360 total]

2023 Ellingsen: Annual Service with SOS oil, coolant and Fuel Samples (\$945) - May  
 2 hour loadtest (\$1010) - May  
 Megger test insulation (\$425) - NOV  
 Valve Adjust (\$750) - NOV  
 ATS 1- 600 amp Visual inspect no xfr (\$275) - NOV = [\$3,405 total]

2023 Gesell: Annual Service with SOS oil, coolant and Fuel Samples (\$990) - May  
 2 hour loadtest (\$980) - May  
 Megger test insulation (\$425) - NOV  
 Valve Adjust (\$750) - NOV  
 ATS 1- 600 amp Visual inspect no xfr (\$275) - NOV = [\$3,420 total]

---

2024 SCOPE OF WORK: (\$50,055)

---

2024 Fleet Services: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$915) - May  
 2 hour loadtest (\$1,370) - May  
 Cooling System Service (\$3,580) - NOV  
 Batteries (2) 153-5700 - (\$975) - NOV  
 Megger test insulation (\$425) - NOV  
 ATS 1 - 200 amp Visual inspect no xfr (\$280) - NOV  
 ATS 2 - 800 amp Visual inspect no xfr (\$280) - NOV = [\$7,825 total]

2024 Charbonneau: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$775) - May  
 2 hour loadtest (\$1040) - May  
 Cooling System Service (\$3,125) - NOV  
 Batteries (2) 153-5710 - (\$1010) - NOV  
 Megger test insulation (\$425) - NOV  
 ATS 1 - 400 amp Visual inspect no xfr (\$280) - NOV = [\$6,655 total]

2024 Nike Well: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$760) - May  
 2 hour loadtest (\$1040) - May  
 Cooling System Service (\$2,995) - NOV  
 Batteries (2) 153-5700 - (\$975) - NOV  
 Megger test insulation (\$425) - NOV  
 ATS 1 - 800 amp Visual inspect no xfr (\$280) - NOV = [\$6,475 total]

2024 PW-Police: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$475) - May  
 2 hour loadtest (\$575) - May  
 Cooling System Service (\$1,605) - NOV  
 Batteries (1) 115-2422 - (\$450) - NOV  
 Megger test insulation (\$350) - NOV  
 ATS 1 - 100 amp Visual inspect no xfr (\$280) - NOV = [\$3,735 total]

2024 City Hall: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$740) - May  
 2 hour loadtest (\$1020) - May  
 Cooling System Service (\$2,995) - NOV  
 Batteries (2) 230-6368 - (\$610) - NOV  
 Megger test insulation (\$425) - NOV  
 ATS 1 - 100 amp Visual inspect no xfr (\$280) - NOV  
 ATS 2 - 200 amp Visual inspect no xfr (\$280) - NOV = [\$6,350 total]

2024 Boeckman: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$775) - May  
 2 hour loadtest (\$1020) - May

Cooling System Service (\$2995) - NOV  
 Batteries (2) 230-6368 - (\$610) - NOV  
 Megger test insulation (\$350) - NOV  
 ATS 1 - 400 amp Visual inspect no xfr (\$280) - NOV = [\$6,030 total]

2024 Ellingsen: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$775) - May  
 2 hour loadtest (\$1040) - May  
 Cooling System Service (\$3,125) - NOV  
 Batteries (2) 153-5720 - (\$1010) - NOV  
 Megger test insulation (\$425) - NOV  
 ATS 1- 600 amp Visual inspect no xfr (\$280) - NOV = [\$6,655 total]

2024 Gesell: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$890) - May  
 2 hour loadtest (\$995) - May  
 Cooling System Service (\$3,125) - NOV  
 Batteries (2) 230-6368 - (\$610) - NOV  
 Megger test insulation (\$425) - NOV  
 ATS 1- 600 amp Visual inspect no xfr (\$285) - NOV = [\$6,330 total]

---

2025 SCOPE OF WORK: (\$20,490)

---

2025 Fleet Services: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$925) - May  
 2 hour loadtest (\$1,385) - May  
 Megger test insulation (\$425) - NOV  
 ATS 1 - 200 amp Visual inspect no xfr (\$285) - NOV  
 ATS 2 - 800 amp Visual inspect no xfr (\$285) - NOV = [\$3,305 total]

2025 Charbonneau: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$800) - May  
 2 hour loadtest (\$1040) - May  
 Megger test insulation (\$425) - NOV  
 ATS 1 - 400 amp Visual inspect no xfr (\$285) - NOV = [\$2,550 total]

2025 Nike Well: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$785) - May  
 2 hour loadtest (\$1040) - May  
 Megger test insulation (\$425) - NOV  
 ATS 1 - 800 amp Visual inspect no xfr (\$285) - NOV = [\$2,535 total]

2025 PW-Police: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$485) - May  
 2 hour loadtest (\$575) - May  
 Megger test insulation (\$350) - NOV  
 ATS 1 - 100 amp Visual inspect no xfr (\$285) - NOV = [\$1,695 total]

2025 City Hall: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$765) - May  
 2 hour loadtest (\$1020) - May  
 Megger test insulation (\$425) - NOV  
 ATS 1 - 100 amp Visual inspect no xfr (\$285) - NOV  
 ATS 2 - 200 amp Visual inspect no xfr (\$285) - NOV = [\$2,780 total]

2025 Boeckman: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$800) - May  
 2 hour loadtest (\$1020) - May  
 Megger test insulation (\$350) - NOV  
 ATS 1 - 400 amp Visual inspect no xfr (\$285) - NOV = [\$2,455 total]

2025 Ellingsen: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$800) - May

2 hour loadtest (\$1040) - May  
Megger test insulation (\$425) - NOV  
ATS 1- 600 amp Visual inspect no xfr (\$285) - NOV = [\$2,550 total]

2025 Gesell: GRN Annual Annual Service with SOS oil, coolant and Fuel Samples (\$900) - May  
2 hour loadtest (\$945) - May  
Megger test insulation (\$425) - NOV  
ATS 1- 600 amp Visual inspect no xfr (\$285) - NOV = [\$2,620 total]

NOTE: ATS Inspections are quoted for normal business hours. Any after hours inspection or testing may incur additional charges.

The services listed above include, but are not limited to, the following. For a complete listing of service options available through Peterson Power please see Attachment B.

An **Inspection** includes an individual inspection of each unit. The technician will verify the fluid levels (oil, coolant and fuel), service the batteries, ensure proper operation of battery charging system, perform an operational check of the engine and generator (as applicable), and provide a completed service report detailing the service and any potential problems that should be addressed.

An **Annual Service** includes a full inspection (see description above) of each unit and a full service which includes; the replacement of engine oil, oil filters and fuel filters. Air filters are replaced on an as needed basis for an additional charge. Please contact your PSSR if you would like your air filters replaced.

A **Green Annual Service** is the same as an Annual Service (see description above) without the oil change. Oil Filters are changed and oil is tested to ensure fluid integrity while extending oil drain intervals. Engine oil is topped off after filter change and engine oil sample is taken.

**Load Bank Testing** is recommended annually for any generator that is not run "under load" (maintaining a load of at least 30% of its kilowatt (kW) rating) regularly, to ensure the proper operation of your generator. A Load Bank Test will include the connection of a portable resistive Load Bank. The load will be varied in steps for a 2 hour duration.

2 hour loadtest at or near full load.

Every three years, engine manufacturers recommend replacement of cooling system belts, cooling system hoses and coolant. In addition, the (PM-3) includes upgrading block heater hoses to high temperature silicone hoses. Block heater isolation ball valves will be installed on any engine not already (if applicable) equipped. Engine thermostat and radiator cap are also replaced.

Batteries are recommended for replacement on a three year cycle, and will be replaced with Maintenance Free batteries unless otherwise specified by the customer.

**Notes and/or Exclusions:**

All work is quoted for normal business hours between 7:30am and 4pm M-F. Work request outside of normal hours will have additional overtime charges applied.

Sourcewell pricing applies to all work quoted above. Additional repairs will be quoted at CS rate or Field rate based on complexity of issue and technician required.

Results of services will be forwarded to you in a detailed report listing any components and/or areas requiring further attention for repair.

**Peterson Power Systems  
Detail of Service Options  
Attachment B**

**Inspection Service**

**Before Starting Engine:**

- Check engine oil and coolant levels
- Check block heater (should maintain a coolant temperature of 90° F in the block)
- Check fuel level in storage tank
- Check battery water level and top as necessary
- Check battery terminals for corrosion and connections for tightness (lead acid)

**With Engine Running:**

- Check oil pressure
- Check fuel pressure
- Check oil level and add oil as required
- Check RPM (frequency)
- Check generated voltage
- Check for leaks or unusual noises

**After Stopping Engine:**

- Check/verify all switches are in proper positions for automatic start.
- Check fuel level in tank
- Record battery charger volts, check for proper operation
- Remove, clean and reinstall all battery connections (lead acid)
- Inspect generator for cleanliness

**Reporting:**

- Provide written service report for each visit
- Advise customer of any/all unusual situations or potential problems which will require further attention
- Advise when main fuel tank is below  $\frac{3}{4}$  full

**Annual Service**

Includes all Inspection Services and the following:

- Drain crankcase oil and replace with new oil
- Remove and replace oil and fuel filters
- Inspect air filter(s)
- Check generator output
- Take oil sample for analysis

**Green Annual Service**

Includes all Inspection Services and the following:

- Oil is NOT Changed
- Remove and replace oil filters and fuel filters
- Inspect air filter(s)
- Check generator output
- Take oil sample for analysis
- Top off engine oil

**Load Test**

- Start engine and load with contractor supplied resistive load bank. As per NFPA 110 Code 8.4.2.3 (2013 Edition)

**Three Year Service (PM-3)**

- Replace all rubber coolant hoses
- Replace drive belts
- Replace block heater hoses
- Replace coolant regulators (Thermostat) - Thermostats are not included on the Cat C175 Engines

Standard antifreeze will be replaced every three years  
Extended life coolants will be upgraded after the first three years and replaced after six years

**Additional Services Upon Request**

**Thermal Image Inspections:**

Thermo Images reveal temperature variations that signal electrical and mechanical problems before they become failures.

**Fuel Conditioning:**

Extend life of stored diesel fuel by adding CAT Diesel Fuel Conditioner and polishing with high efficiency kidney loop filtration system.

**ATS Hot Inspection:**

Inspect enclosure, anchorage, door seal, connections for thermal variance, loose or damaged wires, overheating or mechanical malfunction, and indicator lamps. Record serial number, set points, voltage drop across contacts, and amps per phase (access permitting). Transfer load up to 30 minutes (as permitted). Replace 9V battery (as applicable).

**ATS Major:**

Visual and electrical/mechanical inspection of automatic transfer switch. Includes checking the following: Indication light; Lug Connections: Condition of main & Aux arcing contacts; Freedom of movement; Loose wiring; and Inphase monitor. Inspect and clean controller and relays; brush and vacuum enclosure. take infrared image for diagnostic heat detection.

**Megger Testing:**

Vibration, general usage or moisture can break down generator insulation and cause electrical shorts. Megohmmeter testing identifies decreasing generator insulation before it becomes a major repair or replacement. CAT recommends annual testing.

**Emergency Servicing:** Provide 24-hour emergency repair coverage **800.963.6446**