# Diversified Power Systems, Inc.

900 N Walnut Creek Suite 100, #414, Mansfield, Texas 76063-7129
817-473-8600, 817-658-6743 Mobile, 817-473-8668 Fax

## MAINTENANCE AGREEMENT

This Maintenance Agreement (the "Agreement") is entered into between Diversified Power Systems, Inc. ("Diversified") and Wise County Jail ("Customer") on the 1st day of October, 2 016.

### CUSTOMER BILLING ADDRESS

Wise County Jail
Customer Name
200 Rook Ramsey Dr.
Mailing Address
Decatur, Texas 76063
City, State, Zip Code
Diane Alexander (Adminstrator)
Fax 940-627-4717
Name and Telephone No. of Contact
Emai Alexanderd@co.wise.tx.us

### LOCATION OF CUSTOMER EQUIPMENT

Wise County Jail
Name of Location
200 Rook Ramsey Dr.
Physical Address
Decatur, Texas 76063
City, State, Zip Code
Rich Denney 940-627-5971 fax 940-627-3797
Name and Telephone No. of Contact
Email denneyr@sheriff.co.wise.tx.us

### SCOPE OF SERVICES

Diversified agrees to furnish the services specified on Exhibit "A" for the equipment described below, which is located at the above address. Diversified agrees to perform these maintenance services in the frequency stated in this Agreement.

| DESCRIPTION OF CUSTOMER EQUIPMENT | | | |
|---|---|---|---|
| **Manufacturer** | **Type*** | **Model** | **Serial Number** |
| **RENEWAL 2016-17** | | | |
| | | | |
| Kohler | G | 350 REOZV | 2019089 |
| | | | |

*G = Generator, T = Transfer Switch, O = Other*

| Frequency of Service | |
|---|---|
| One annual Pm service per our exhibit A | $695.00 |
| Three quarterly inspection services per our exhibit A $270.00 each | 3 x $270.00 = $810.00 |
| | |
| If required a 2 hour load bank test at time of one of the above scheduled visits please add . . | $1140.00 |

### PRICE OF SERVICES

The price of the services to be furnished to Customer during the first year of this Agreement shall be **$1505.00** This price does not include the cost of any replacement parts or additional services beyond those described in Exhibit "A," as well as any applicable taxes. After the first anniversary of the Agreement, prices are subject to change, and will be based upon Diversified's current prices. Customer will be invoiced based upon work performed. Payment is expected within thirty(30) days of invoice.

### OTHER PROVISIONS

Diversified shall perform its services subject to the Terms and Conditions shown on the reverse side of this Agreement.

Diversified Power Systems, Inc.

By: Ed Rogers email ed.rogers55@yahoo.com
Title: Preventive Maintenance Sales
Date: 9 September 2016 817-658-6743

Customer

By:
Title: County Judge
Date: 9-26-16

## TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AGREEMENT

1. **TIME OF MAINTENANCE SERVICE.** Maintenance shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, exclusive of Diversified's holidays. If Customer requests that Diversified perform any services at times other than during its regular hours, Customer shall pay Diversified an amount in addition to the regular compensation provided in this Agreement to be mutually agreed to in advance by the parties.
2. **CUSTOMER RESPONSIBILITIES.** Customer shall provide Diversified access to the equipment specified in this Agreement at any time during regular business hours for the purpose of performing maintenance services.
3. **SERVICE PROVIDED BY DIVERSIFIED.** A detailed summary of the services provided by Diversified is included in Exhibit "A."
4. **PARTS AND LABOR WARRANTY.** Diversified warrants its work to be free from defective workmanship for a period of ninety (90) days from the date of the completed maintenance inspection. Labor warranty applies to the actual work performed by Diversified during a maintenance inspection and covers the repair or replacement of any part that was rendered defective as a result of any defective workmanship by Diversified.
5. **WARRANTY LIMITATIONS. THE WARRANTY PROVIDED HEREIN AND THE OBLIGATIONS AND LIABILITIES OF DIVERSIFIED ARE IN LIEU OF, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY DIVERSIFIED UNLESS NOTED HEREIN AND SIGNED BY THE CUSTOMER AND A DIVERSIFIED REPRESENTATIVE. UPON EXPIRATION OF THE WARRANTY PERIOD, THERE ARE NO ORAL OR IMPLIED ADDITIONAL WARRANTIES MADE IN CONNECTION WITH ANY SERVICES PEFORMED BY DIVERSIFIED.**
6. **TERMINATION OF LIABILITY.** Diversified disclaims any and all liability for special, incidental, or consequential damages, including without limitation loss of profit, arising out of this Agreement.
7. **FORCE MAJEURE.** In the event performance by Diversified of any of its obligations under this Agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond Diversified's control, Diversified shall be excused from performance for such a period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.
8. **PAYMENT TERMS.** All payments shall be made to Diversified within thirty(30) days from the invoice date. Payment shall be made by cash, cashier's check, money order, or company check. However, cash discounts are not allowed. All past due amounts owed to Diversified shall bear interest at eighteen percent (18%) per annum. In no event shall this rate exceed the maximum rate of interest allowed by applicable law. If Customer disputes the invoice amount, or is unsatisfied with the work performed, Customer shall notify Diversified within thirty (30) days of the work or invoice. Failure to dispute within this time period constitutes acceptance of the services or invoice terms, and will result in a waiver of any claims. Failure to remit payment within the time period prescribed constitutes a breach of this Agreement and may result in the cancellation of this Agreement.
9. **CUSTOMER REPRESENTATIONS.** Customer represents that Customer is the owner of the equipment subject to this Agreement, or if not the owner, that Customer has authority to enter into this Agreement.
10. **TERMINATION OF THE AGREEMENT.** Diversified can terminate this Agreement upon notice to Customer at least fifteen (15) days prior to said termination. If Customer has failed to remit payment as specified under this Agreement, or refuses to allow Diversified to have access to the premises, the Agreement shall be terminated upon three (3) days notice. Termination of this Agreement does not relieve Customer's obligation to pay any outstanding invoices. Customer may terminate at any time.
11. **NOTICE REQUIREMENTS.** Any notice provided for under this Agreement shall be in writing and may be effected by personal delivery or regular mail to the addresses shown on this Agreement. Any such notice, if mailed properly addressed and postage prepaid, shall be deemed given when deposited in the United States mail.
12. **PARTIES BOUND.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
11. **AMENDMENT.** This Agreement and Exhibit "A" sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and negotiations with respect to the subject matter hereof. Diversified does not make any representations, warranties or guarantees, express or implied, other than the express statements made in this Agreement. Any amendment to this Agreement must be in writing and signed by both parties.
13. **GOVERNING LAW.** This Agreement is to be construed in accordance with the laws of the State of Texas.
14. **WAIVER.** Failure by the Parities to enforce any provisions herein shall not be construed as a waiver of such provisions, and shall in no way affect a party's right to later enforce such provisions, except as otherwise noted in this Agreement.
15. **SEVERABILITY.** If any part of this Agreement is determined by any court or tribunal of competent jurisdiction to be wholly or partially unenforceable for any reason, such unenforceability shall not affect any other part of this Agreement.

**EXHIBIT "A"**
**MAINTENANCE AGREEMENT**

1. Check engine fluid levels for proper level and condition: Oil, antifreeze, and fuel.
2. Check alternator and fan belts for proper operation: Adjust as necessary.
3. Check fuel system for proper operation: Check for damage and leaks on main tank, day tank, and all fuel lines.
4. Check coolant system for proper condition and operation: Check radiator, coolant heater and heat exchanger (if equipped). Check hoses and looks for coolant leaks.
5. Check batteries for proper condition: Add distilled water as necessary, load test, electrolyte level, and charge rate.
6. Check exhaust system for proper condition and leaks.
7. Check air filter and crank case breathers for proper condition.
8. Natural gas/lpg fueled engines, check for proper condition: Spark plugs, ignition points and condenser, rotor cap and wires.
9. Check generator set wiring for proper condition. For loose, broken, or bare wires.
10. Test run unit no load only: Check temperatures and pressures, record all engine-related readings.
11. Check unit for proper voltage, amperage, and frequency/hertz.
12. Check governor system for proper operation: Stability, response, linkage, and oil (if applicable).
13. Check automatic transfer switch for proper operation: With customer approval to transfer unit.
14. Check engine safety shut down system for proper operation: Upon request.
15. Submit a written report to customer on condition of generator system and advise of any recommended repairs.
16. Change engine oil and dispose of waste oil properly.
17. Change oil, fuel, and coolant filters: Adjust corrosion inhibitor as needed, dispose of old filters properly.
18. Change oil in hydraulic governor (if applicable).
19. Fluid sample analysis on oil, fuel, and coolant are optional and available at additional costs to customer.

Site inspections: Lines 1-15.
Annual preventative maintenance: Lines 1-19.
Special provisions:

| |
|---|
| Doesn't include any E-fee's or sales tax if applicable. |
| . |
| Oil sample analysis $45.00 each. |
| Fuel sample analysis $132.00each. |
| Coolant sample analysis $88.00 each. |
| |

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2016-110017

**Date Filed:**
09/09/2016

**Date Acknowledged:**
9-26-16

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Diversified Power Systems
Mansfield, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Wise County Jail

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

Ann Gen 2016
Generator repair and maintenance

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| BERTRAND, WILLIAM | Mansfield, TX United States | X | |
| BERTRAND, CARIE | Mansfield, TX United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 AFFIDAVIT**

DEBBIE AYALA
MY COMMISSION EXPIRES
November 24, 2018

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Ed Rogers, this the 9 day of September, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath: Debbie Ayala | Title of officer administering oath