# **Service Proposal**



W.W. Williams is pleased to submit our proposal for your planned maintenance requirements.

Preventative maintenance for emergency generator systems plays an important role in improving reliability, minimizing repairs, and reducing long term costs. By following generally recognized maintenance procedures and manufacturer recommendations for your application, your emergency power system will operate more effectively.

At W.W. Williams we are committed to providing quality products and proven solutions to our customers enhancing the reliability of your standby power system. Routine inspections, planned maintenance, and performance testing performed by our technicians are all important components of a comprehensive maintenance program.

We hope that our proposal meets with your approval and look forward to being your maintenance/service provider of choice. Please call with any questions or clarifications.

Sincerely,

The W.W.Williams Generator and Fire Pump Service Team

# **Unit Summary**



Unit Price	Month	Quantity	Service		
\$500.00	<i>f</i> larch	1	Preventative Maintenance	Asset: Boone County Board of Education Conner Middle Kohler Generator 1800ZJ71 Make: Kohler Model: 1800ZJ71 S/N: 331471 KW Rating: 180.0	
Asset Total: \$500.00					
Unit Price	Month	Quantity	Service		
\$500.00	March		Preventative Maintenance	Asset: Boone County Board of Education Goodridge Elementary Kohler Generator 200REOZJB Make: Kohler Model: 200REOZJB S/N: 2021739 KW Rating: 200.0	
Asset Total: \$500.00					
Unit Price	Month	Quantity	Service		
\$450.00	<i>M</i> arch		Preventative Maintenance	Asset: Boone County Board of Education Stephens Elem. Kohler Generator 60ROZ-J81 Make: Kohler Model: 60ROZ-J81 S/N: 280511 KW Rating: 60.0	
Asset Total: \$450.00					
Unit Price	Month	Quantity	Service		
\$500.00	March		Preventative Maintenance	Asset: Boone County Board of Education Facility Management Onan Generator DGFC- 4960539 Make: Onan	
Asset Total: \$500.00				Model: DGFC-4960539 S/N: F010248909 KW Rating: 180.0	
Unit Price	Month	Quantity	Service		
\$500.00	March		Preventative Maintenance	Asset: Boone County Board of Education Camp Ernst Middle Kohler Generator 125REOZJB Make: Kohler	
Asset Total: \$500.00				Model: 125REOZJB S/N: 2020822 KW Rating: 125.0	
No. 11 - 1					
Unit Price \$500.00	Month  March	Quantity 1	Preventative Maintenance	Asset: Boone County Board of Education Burlington Elem. Kohler Generator 180ROZJ71 Make: Kohler	
Asset Total: \$500.00				Model: 180ROZJ71 S/N: 699167 KW Rating: 180.0	

Grand Total: \$2,950.00

# **Scope of Work**



#### OPERATIONAL INSPECTION SERVICE

#### Engine Lube System:

- Inspect for Leaks
- · Repair Minor Leaks
- Check Oil Level and Fill (1 Gal)

#### **Engine Cooling System:**

- · Inspect for Leaks
- Repair Minor Leaks
- · Check Belts and Hoses
- · Check Coolant Level and Fill (1Gal)
- · Check Coolant Freeze
- · Check Inhibitors (Nitrates)
- Inspect System for Obstructions
- Inspect Radiator/Exchanger
- Inspect Pulleys for Excessive Wear
- Inspect Test System (If Required)
- Lubricate Fan Drive

#### Engine Air System:

- Inspect Air Cleaner
- Check Air Cleaner Indicator for Proper Operation
- Check Intake System for Damage or Loose Connections
- Inspect Crank Case Breather Systems
- Service Air Box Drains (If Applicable)

#### Engine Fuel System:

- · Inspect for Leaks
- · Repair Minor Leaks
- Check Fuel Level
- · Check for Water in Fuel
- Drain Water from Water Separator
- Check Day Tank Pump and Alarms
- Inspect and Lubricate Governor Linkage
- Check Governor Oil Level (If Applicable)

#### Engine Electrical System:

- · Check Condition of Cables and Wiring
- Check Condition of Connections
- · Check Engine Alternator
- · Inspect Gas Engine Ignition Systems
- · Check Battery Static Charge
- · Check Condition of Batteries
- · Load Test Batteries
- Clean Battery Post
- Check Operation Unit Heaters
- Inspect and Test Battery Charger
- Test Starter Drop

#### Ac Generator:

- · Inspect Guard for Loose/Missing Parts
- Inspect Ac Connections for Tightness
- Inspect Exciter and Brushes/Slip Rings
- Inspect Generator Bearing

#### Test Generator Without Load:

- · Inspect Louvers and Duct Work
- Inspect Vibration Isolators
- · Check for Abnormal Noise
- Check for Excessive Crankcase Discharge
- Check Governor Response
- Check for Operation of Remote Equipment (Fan Motors, Valves, Pumps and Louvers)

#### Engine Exhaust System:

- · Check Engine Systems for Leaks
- Inspect Exhaust Outlet Protection
- Drain Condensation Trap (If Accessible)
- Check for Broken or Missing Hardware
- · Check for Engine Wet Stacking

#### Engine Instrumentation:

- Check All Instruments and Lamps
- · Inspect Applicable Annunciator
- Check Hour Meter Operation
- Check and Record Engine Readings:
  - Tachometer
  - Hours
  - Engine Coolant Temperature
  - Voltmeter
  - Ammeter
  - Oil Pressure at Cold/Hot Temperature

#### Ac Instrumentation:

- · Check and Record Ac Voltage
- · Check and Record Ac Frequency

#### Engine Protection System:

- Check Over Crank Device Operation
- Test Low Oil Pressure Shutdown
- Test Water Temp Shutdown Operation
- Test Over Speed Shutdown (If Applicable)
- Test Over opeca oriataown (ii Applicat
- Test Pre-Alarms (If Applicable)
- Check Instrument Panel Operation

#### Switchgear/ATS: Level 1:

- Inspect General Cleanliness
- · Inspect for Signs of Moisture
- Inspect Lugs/Terminals/Connections
- Check Applicable Audio Signaling
- Check Indicating Lights

#### Misc:

- Wipe Down Engine and Valve Covers
- Return Controls to Operating Positions
- Perform Inspection Documentation

#### PREVENTATIVE MAINTENANCE SERVICE

(Includes Operational Inspection Service)

#### Engine Lube System: Engine Cooling System:

Change Oil
 Change Oil Filters

• Change Coolant Filters (If Applicable)

#### Engine Air System:

Change Oil and Clean Elements
 -Wet Type (If Applicable)

### OPTIONAL SERVICES AVAILABLE UPON REQUEST

- Laboratory Fuel Analysis
- Fuel Polishing
- Load Bank Testing
- Laboratory Oil Analysis
- Laboratory Coolant Analysis
- Battery Replacement
  - Coolant Flush
  - Belt and Hose Replacement
  - Emergency System Training

#### Engine Fuel System:

- Change Diesel Fuel Filter(s), Primary and Secondary
- · Properly Dispose of Fluids and Filters
- Building Load Test
- Transfer Switch Level 3 Service
- Remote Monitoring Installation
- Fuel Delivery
- UPS Testing

# **Agreement Summary**



W.W. Williams Louisville 2237 Koetter Dr. Clarksville, IN 47129 Darrell Huddleston Generator Service Sales dhuddleston@wwwilliams.com

Customer Information	Contact	Agreement Information	
BOONE COUNTY BOARD OF EDUCATION	John "Larry" Gripshover	Agreement Number: GA-30823	
8330 US 42;	john.gripshover@boone.kyschools.us	Agreement Date: 01 04 2022	
FLORENCE, KY 41042	8592823320	Account Number:730628	

For and in consideration of the payment of all amounts due under this Service Quotation/Agreement, W.W.Williams agrees to provide services for the equipment, as set forth above, for an initial term of 1 year with auto renewal, commencing upon acceptance. SERVICES WILL AUTOMATICALLY RENEW UNLESS OPTING OUT OF AUTO RENEWAL. SERVICES CAN BE CANCELLED WITH 30 DAYS NOTICE PRIOR TO MONTH SERVICES DUE. The attached listing

which sets forth in detail the services to be performed during a Preventative Maintenance and/or an Operation Inspection Service, as well as the attached Terms and Conditions are a part of this Agreement.

AGREEMENT TOTAL: \$2,950.00 \*\*\*

\*See agreement summary

TO INVOICE AT TIME OF SERVICE AT TIME OF SERVICE VISIT

https://www.wwwilliams.com/parts products/genuine aftermarket parts/credit application/

TO ACCEPT THIS QUOTATION: REVIEW THE TERMS AND CONDITIONS AND CLICK SIGN BELOW

Optional Service	(Not included in TOTALS)			Select	Unit Price		
Accepted by:		Submitted by:	Darrell F	luddleston			
Firm Name:	BOONE COUNTY BOARD OF EDUCATION	Firm Name:	The W.W. Williams Company LLC				
Title:		Title	Generat	Generator Service Sales			
Date:		Date:	1/4/21				
PO#							
Signature:		Signature:					

<sup>\*\*</sup> Total does not include tax

## **Terms & Conditions**



These Terms and Conditions apply to all sales transactions with The W.W. Williams Company, LLC, including quotations, purchase orders, service orders, sales orders, or similar documents:

- 2 Terms Exclusive. These Terms and Conditions and the applicable quotation, purchase order, service order, sales order or similar document constitute the complete, exclusive and final agreement (collectively, the "Agreement") of the buyer ("Buyer") and The W.W. Williams Company, LLC ("Williams"). All other additional or conflicting terms or conditions which may now or in the future appear on Buyer's acknowledgment, purchase order, or other similar document are expressly objected to by Williams without future notification and shall be null and void. These Terms and Conditions may only be modified, superseded or altered in writing signed by both parties. Buyer's acceptance of any performance by Williams shall be taken as Buyer's acceptance of these Terms and Conditions.
- 3 **Prices.** Prices are subject to change or withdrawal without notice. Unless otherwise stated in the Agreement, prices may be adjusted to and invoiced at Williams's price list in effect at the time of the shipment of goods or furnishing of the services. Unless otherwise stated in the Agreement, prices are exclusive of applicable taxes, excises, duties, quotation fees or other governmental impositions which Williams may be required to pay or collect on behalf of Buyer.
- 4. Payment Terms; Security Interest. Extensions of credit by Williams are subject to credit approval by Williams in its sole discretion, which may be modified or revoked by Williams at any time. Unless otherwise stated in the Agreement, payment shall be due and payable in full and without setoff within 15 days following delivery of the goods or completion of the services. Any payment not made when due shall be subject

to a carrying charge of one and one-half percent (1 ½%) per month on the unpaid balance until paid in full. Buyer expressly grants to Williams a security interest in any goods, or a mechanic's or garage keeper's lien, as applicable, in respect of any services, to secure payment of the purchase price therefore and any other amounts or charges owed by Buyer to Williams. Buyer authorizes Williams (but Williams is not obligated) to file a financing statement or take such action as Williams deems advisable to evidence and perfect its security interest.

5 Delivery; Force Majeure. Unless otherwise stated in the Agreement, delivery of the goods, and services, if any, shall be F.O.B. point of shipment. Any delivery date specified is approximate only. Acceptance of shipment by a common carrier shall constitute tender of delivery. Upon tender of delivery, risk of loss shall pass to Buyer. Title shall pass to Buyer when the full price has been paid. Partial shipments may be made and payments therefore shall become due in accordance with the terms hereof as shipments are made and invoices rendered. If Williams is not able to meet the delivery date specified by reason of any force

majeure event beyond Williams's control, including (but not limited to) war, governmental requests, restrictions or regulations, fire, flood, casualty, accident, or other acts of God, disease or illness, including but not limited to epidemic, pandemic, or quarantine, national or state declared emergency, strikes or other difficulties with employees, supplier delays, delay or inability to obtain goods, labor, equipment, material and service through Williams's usual sources, failure, refusal or delay of any carrier to transport materials, or any other similar event, Williams shall not be liable therefor and may, in its discretion without prior notice to Buyer, postpone the delivery date(s) under this Agreement for a time which is reasonable under all the circumstances. Acceptance of the goods or services shall constitute a waiver of all claims for damages.

- 6. Standard Limited Warranty; Limitations of Liability. The Williams Standard Limited Warranty and the limitations of liability contained therein, attached as Exhibit A hereto, shall apply to the purchase and sale of goods and services under this Agreement.
- 7. Indemnification. Buyer shall indemnify, defend, and hold harmless Williams, its directors, officers, employees and their respective affiliates against any claim, demand, complaint, liability, loss, cost, damage and/or expense (including attorneys' fees, costs and expenses of litigation and settlements) incurred by Williams arising out of or as a result of this Agreement, except to the extent caused by the negligence of Williams.
- 8 <u>Claims</u>. Unless otherwise stated in the Agreement, claims respecting the condition of goods, compliance with specifications, or any other matter affecting goods shipped or services provided to Buyer, must be made promptly and in no event later than twenty (20) days after receipt of the goods by Buyer or the furnishing of the services by Williams. Failure of Buyer to make a claim within such 20-day period shall be deemed an unqualified acceptance of the goods

or services by Buyer. Buyer shall set aside, protect, and hold such goods (without charge to Williams) without further processing until Williams has an opportunity to inspect and advise of the disposition, if any, to be made

of such goods. In no event shall any goods be returned, reworked, or scrapped by Buyer without the express written authorization of Williams.

9. **Default and Williams's Remedies.** If Buyer fails to make timely payment on any sale of goods or services from Williams to Buyer, Williams, in addition to any other remedies available to it, may at its option, (a) defer further shipment or services until such payments are made and satisfactory credit arrangements are reestablished or (b) cancel the balance of any order, and Buyer shall not have any cause of

action or be entitled to any offset, counterclaim, or recoupment against Williams by reason of such action. In the event of Buyer's default, Williams may exercise any and all remedies set forth in this Agreement, any other agreement between the parties, and applicable law, all of which rights and remedies are cumulative.

- 10. Collection Costs and Attorney Fees. Buyer agrees to pay all of Williams's costs and expenses incurred in collecting payments due from Buyer (including without limitation reasonable attorney fees and costs and expenses of any collection agency).
- 11. **Return Policy.** Returns must be accompanied by this invoice and in the original, unopened box or packaging. A 15% restocking charge will be applied to all returned items. No returns on electrical items. No returns on special order items. No returns after 30 days from invoice date.
- 12 <u>Technical Assistance.</u> Unless otherwise stated in the Agreement: (a) any technical advice provided by Williams with respect to the use of goods or services furnished to Buyer shall be provided as a courtesy without charge and without warranty; (b) Williams assumes no obligation and disclaims all liability for any such advice or for any results occurring as a result of the application of such advice; and (c) Buyer shall have sole responsibility for selection and specification of the goods and services appropriate for the end use of such goods or services.
- 13. Miscellaneous. This Agreement will be governed by the laws of the State of Ohio. The exclusive venue for any dispute related to this Agreement shall be the federal and state courts located in Columbus, Ohio. If any of the provisions hereof shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. The individual rights and remedies of Williams reserved herein shall be cumulative and additional to any other or further remedies provided in law or equity. Waiver by Williams of performance or inaction with respect to

Buyer's breach of any provision hereof, or failure of Williams to enforce any provision hereof which may establish a defense or limitation of liability, shall not be deemed a waiver of future compliance therewith or a course of performance modifying such provision, and such provision shall remain in full force and effect as written.

Entire Agreement. This Agreement, including without limitation the Terms and Conditions and any other document incorporated herein by reference, constitutes the sole and entire agreement between Buyer and Williams with respect to any order or sale of goods or furnishing of services to Buyer, superseding completely any prior or contemporaneous oral or written communications.

# Standard Limited Warranty



#### **EXHIBIT A**

The W.W. Williams Company, LLC

#### Limited warranty for parts and equipment:

The sole warranty provided for any part or equipment sold by The W.W. Williams Company, LLC ("Williams") is to assign the warranty offered by the manufacturer or supplier to the Buyer. WILLIAMS MAKES NO REPRESENTATION OR WARRANTY TO THE EFFECTIVENESS OR EXTENT OF SUCH MANUFACTURER OR SUPPLIER WARRANTY. WILLIAMS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and does not assume or authorize any other person to assume for it any liability in connection with the sale.

#### Limited warranty for services:

Williams warrants its workmanship for a period of ninety (90) days from the date the services are performed (the "Warranty Period"). This warranty covers defects in Williams's workmanship that are discovered during the Warranty Period. Buyer's sole remedy, and Williams's only liability, for Williams's breach of its service warranty shall be, at Williams's option, (i) reperforming the defective services; or (ii) refunding the purchase price paid for the defective services. WILLIAMS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and does not assume or authorize any other person to assume for it any liability in connection with the sale.

#### Limitations of Liability:

IN NO EVENT SHALL WILLIAMS BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR UNKNOWN DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROPERTY OR EQUIPMENT, LOSS OF DATA, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUE, LOSS OF PROFIT, OR LOSS OF INCOME, WHETHER THE DAMAGES BE IN CONTRACT OR TORT.

WILLIAMS'S TOTAL LIABILITY FOR ANY PARTS, EQUIPMENT, OR SERVICES SOLD SHALL NOT EXCEED THE AMOUNT PAID TO WILLIAMS FOR SUCH PARTS, EQUIPMENT, OR SERVICES CAUSING THE LIABILITY.