

**PLANNED MAINTENANCE (PM) AGREEMENT**

Clifford Power Systems, Inc. ("CPS") agrees to provide HOPKINS COUNTY ("Customer"), and Customer agrees to accept and pay for parts and services necessary to perform periodic Planned Maintenance ("PM") of ("Equipment"). This Planned Maintenance Agreement, the Equipment List, PM Services, and Customer Service Rates attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and CPS.

Customer Address: 118 CHURCH ST. City: SULPHUR SPRINGS ST: TX ZIP: 75482

This agreement will be in accordance to the following terms and conditions, for a period of three (3) years.

In consideration of the agreements herein contained:

1. Customer agrees to: remit annually, the total amount listed below for the desired maintenance frequency, for Standard PM Services (please check next to desired maintenance frequency). Customer also agrees to pay all applicable taxes and environmental fees.

• BRASHEAR WATER SUPPLY – CR1111 #446	__ ANNUAL <u>\$403.75</u>	__ SEMI-ANNUAL <u>\$587.35</u>	__ QUARTERLY <u>\$954.55</u>
• BRASHEAR WATER SUPPLY – SERVICE ROAD	__ ANNUAL <u>\$403.75</u>	__ SEMI-ANNUAL <u>\$587.35</u>	__ QUARTERLY <u>\$954.55</u>
• COAL MINE – MARTIN SPRING TOWER	__ ANNUAL <u>\$325.55</u>	__ SEMI-ANNUAL <u>\$509.15</u>	__ QUARTERLY <u>\$876.35</u>
• CITY OF CUMBY – PUMP HOUSE	__ ANNUAL <u>\$403.75</u>	__ SEMI-ANNUAL <u>\$587.35</u>	__ QUARTERLY <u>\$954.55</u>
• CITY OF CUMBY – WATER TREATMENT	__ ANNUAL <u>\$403.75</u>	__ SEMI-ANNUAL <u>\$587.35</u>	__ QUARTERLY <u>\$954.55</u>
• FIRE STATION – 1286 TEXAS ST.	__ ANNUAL <u>\$403.75</u>	__ SEMI-ANNUAL <u>\$587.35</u>	__ QUARTERLY <u>\$954.55</u>
• HOPKINS COUNTY COURTHOUSE	__ ANNUAL <u>\$489.60</u>	__ SEMI-ANNUAL <u>\$691.90</u>	__ QUARTERLY <u>\$1096.50</u>
• HOPKINS COUNTY JAIL (300KW)	__ ANNUAL <u>\$590.75</u>	__ SEMI-ANNUAL <u>\$793.05</u>	__ QUARTERLY <u>\$1197.65</u>
• HOPKINS COUNTY JAIL (400KW)	__ ANNUAL <u>\$755.65</u>	__ SEMI-ANNUAL <u>\$977.50</u>	__ QUARTERLY <u>\$1421.20</u>
• PICKTON/CORNERVILLE WSC	__ ANNUAL <u>\$403.75</u>	__ SEMI-ANNUAL <u>\$587.35</u>	__ QUARTERLY <u>\$954.55</u>
• PICKTON PLANT #2	__ ANNUAL <u>\$403.75</u>	__ SEMI-ANNUAL <u>\$587.35</u>	__ QUARTERLY <u>\$954.55</u>
• NORTH HOPKINS COUNTY WSC - OFFICE	__ ANNUAL <u>\$489.60</u>	__ SEMI-ANNUAL <u>\$691.90</u>	__ QUARTERLY <u>\$1096.50</u>
• NORTH HOPKINS COUNTY WSC – PUMP	__ ANNUAL <u>\$403.75</u>	__ SEMI-ANNUAL <u>\$587.35</u>	__ QUARTERLY <u>\$954.55</u>
• N. COOPER COMMUNICATIONS TOWER	__ ANNUAL <u>\$325.55</u>	__ SEMI-ANNUAL <u>\$509.15</u>	__ QUARTERLY <u>\$876.35</u>
• HOPKINS COUNTY TAX OFFICE	__ ANNUAL <u>\$403.75</u>	__ SEMI-ANNUAL <u>\$587.35</u>	__ QUARTERLY <u>\$954.55</u>
• HOPKINS COUNTY CLERK	__ ANNUAL <u>\$403.75</u>	__ SEMI-ANNUAL <u>\$587.35</u>	__ QUARTERLY <u>\$954.55</u>
• SHADY GROVE #2 WSC	__ ANNUAL <u>\$403.75</u>	__ SEMI-ANNUAL <u>\$587.35</u>	__ QUARTERLY <u>\$954.55</u>
• MILLER GROVE #1	__ ANNUAL <u>\$403.75</u>	__ SEMI-ANNUAL <u>\$587.35</u>	__ QUARTERLY <u>\$954.55</u>
• MILLER GROVE #2	__ ANNUAL <u>\$403.75</u>	__ SEMI-ANNUAL <u>\$587.35</u>	__ QUARTERLY <u>\$654.55</u>

2. Work to be performed during regular business hours 8:00AM to 5:00PM Monday through Friday. Customer will receive a copy of CPS maintenance inspection report with all applicable areas filled out by the service technician. CPS shall also report any noted problems with Equipment and recommended courses of corrective action to the Customer. CPS will perform normal maintenance on Equipment including oil and filter changes described below as standard PM items.





**Standard PM Services**

All Clifford Power Systems, Inc. visits include our standard 100+ point inspections and equipment test. The following is performed on an annual basis:

- Removal and replacement of engine oil, oil filters, fuel filters (if applicable), and coolant filters (if applicable)
- Every oil change includes an oil analysis performed by an outside laboratory.

**Optional PM Services & Applicable Charges**

<p>A. Perform a two (2) hr. Load Bank Test, in accordance with NFPA 110.</p> <p>\$ <u>467.50 (Brashear CR 1111)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>467.50 (Brashear Service Rd)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>371.45 (Martin Spring Tower)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>467.50 (Cumby-pump house)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>467.50 (Cumby - WTP)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>467.50 (Fire Station)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>569.50 (County Courthouse)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>680.85 (County Jail 300KW)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>870.40 (County Jail 400KW)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>467.50 (Pickton/Cornerville)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>467.50 (Pickton Plant #2)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>569.50 (N. Hopkins WSC 200KW)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>467.50 (N. Hopkins WSC 50KW)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>371.45 (N. Cooper Comm Tower)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>467.50 (Hopkins Co. Tax Office)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>467.50 (Hopkins County Clerk)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>467.50 (Shady Grove #2)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>467.50 (Miller Grove #1)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>467.50 (Miller Grove #2)</u>    ___ Accept    ___ Decline</p> <p>Performed Annually                      Initial Appropriate Line</p>	<p>B. Perform coolant lab test, in accordance with NFPA 110.</p> <p>\$ <u>54.40 (Brashear CR1111)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>54.50 (Brashear Service Rd.)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>54.40 (Cumby Pump House)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>54.40 (Cumby WTP)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>54.40 (Fire Station)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>54.40 (County Courthouse)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>54.40 (County Jail 300KW)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>54.40 (County Jail 400KW)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>54.40 (Pickton/Cornerville)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>54.40 (Pickton Plant #2)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>54.40 (N. Hopkins WSC 200KW)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>54.40 (N. Hopkins WSC 50KW)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>54.40 (N. Cooper Comm Tower)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>54.40 (Hopkins Co. Tax Office)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>54.40 (Hopkins County Clerk)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>54.40 (Shady Grove #2)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>54.40 (Miller Grove #1)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>54.40 (Miller Grove #2)</u>    ___ Accept    ___ Decline</p> <p>Performed Annually                      Initial Appropriate Line</p>
<p>C. Perform Fuel Contamination Testing on fuel tanks, in accordance with NFPA 110.</p> <p>\$ <u>220.00 (County Courthouse)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>220.00 (County Jail 300KW)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>220.00 (County Jail 400KW)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>220.00 (N. Hopkins WSC 200KW)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>220.00 (N. Hopkins WSC 50KW)</u>    ___ Accept    ___ Decline</p> <p>Performed Annually                      Initial Appropriate Line</p>	<p>D. Perform Fuel Treatment on diesel fuel tanks.</p> <p>\$ <u>159.80 (County Courthouse)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>159.80 (County Jail 300KW)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>207.40 (County Jail 400KW)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>159.80 (N. Hopkins WSC 200KW)</u>    ___ Accept    ___ Decline</p> <p>\$ <u>132.60 (N. Hopkins WSC 50KW)</u>    ___ Accept    ___ Decline</p> <p>Performed Annually                      Initial Appropriate Line</p>

3. **Customer also authorizes:** CPS to perform repairs deemed necessary for proper operation of the standby power system at time of inspection. The cost of repairs shall not exceed \$ \_\_\_\_\_ (\$750 recommended) without customer authorization, and shall be documented on the inspection report. Repairs estimated to exceed this amount would be referred to the Customer for action and additional authorization. Cost for additional repairs will be charged at CPS prevailing labor rates plus parts costs and prevailing mileage rates (if additional trips are required).
4. **Customer also authorizes:** CPS to perform a Diesel Fuel Top off Service for an amount not to exceed \$ \_\_\_\_\_ (\$700 recommended) without customer authorization, and shall be documented on the service report. Cost for fuel service will be invoiced separately at CPS prevailing labor and fuel rates. Service Trucks are capable of providing up to 100 gallons, if approved pricing covers cost.
5. **CPS warrants its work:** For a period of thirty (30) days from the date of service. This warranty is limited to failure as a result of workmanship and does not include failures resulting from improper or unauthorized installation, misuse, negligence, accident, over-loading, over-speeding, repairs made by someone other than CPS, fire, flood, vandalism, theft or any other acts beyond the control of CPS
6. **Failures of new parts installed by CPS:** Failure of any new part/s installed by CPS during the course of maintenance service shall be covered by the manufacturer's warranty of said part/s.
7. **Limitation of Liability:** Clifford Power System, Inc.'s liability under this agreement, if any, shall be limited to the contract amount of this agreement. In no event shall CPS be liable for any consequential, incidental or exemplary damages, including, but not limited to, loss of profits or down time.
8. **Third Party Procurement Fees:** If Buyer requires Seller to register through a third party such as a procurement entity, then Seller agrees to reimburse all costs affiliated with the registration. Costs include direct fees for registration plus 20% for Seller's administration.





**Equipment List**

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

**Term/Automatic Renewal**

This Agreement is for three (3) years and takes effect on 01/01/2018 and will continue until 12/31/2020 ("Original Term"). The agreement will automatically renew on a year-to-year basis after the Original Term ends, or the Customer or Clifford Powers Systems gives the other written notice it does not want to renew. The notice must be delivered at least forty-five (45) days prior to the end of the Original Term or of any renewal period. The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term".

**Price and Payment Terms**

The total Contract Price, including STANDARD and OPTIONAL PM services during the 1st year of the Original Term is \$ \_\_\_\_\_. This amount will be paid to CPS in annual installments. All payments will be due and payable within 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to CPS's obligation to perform its Services.

**Termination**

CPS and the Customer agree in the event either Party fails to perform its obligations under this Agreement, the affected Party must provide the other with written notice containing a detailed description of the alleged deficiency or breach. Should the Party alleged to be in breach of this Agreement fail to respond in writing to, or take action to cure the alleged deficiency or breach within ten (10) days of the written notice of same, the notifying Party may terminate this Agreement for cause. In the event the Agreement is terminated for cause (for example: lack of performance, change of ownership), Customer shall make payment to CPS for all costs incurred by CPS through the effective date of termination.

**Equipment List**

Generator Designation	Generator Mfr.	Generator Model	Generator Serial	kW Rating
Brashear WSC – CR1111 #446	GENERAC	11547060300	2104663	100
Brashear WSC – Service Rd. #194	GENERAC	QT06030AVSN	4372644	60
Coal Mine – Martin Spring Tower	GENERAC	G0070320	3001200953	11
Cumby Pump House	GENERAC	QT10068JVSN	4647271	100
Cumby Water Treatment	GENERAC	11546940300	2104662	100
Hopkins Co. Fire Station	GENERAC	QT07068KVSN	4642914	70
Hopkins Co. Courthouse	GENERAC	269220400	2069482	130
Hopkins County Jail	GENERAC	MD0300KG17103D18GPYY3	9675348	300
Hopkins County Jail	GENERAC	MD0400KG22125D18GPYY3	9650988	400
Pickton / Cornerville WSC	GENERAC	QT06030KVSN	4370454	60
Pickton WS Plant 2	GENERAC	6377430100	2087417	50
North Hopkins WSC	GENERAC	SD200	2104628	200
North Hopkins WSC	GENERAC			50
N. Cooper Comm Tower	GENERAC	0052520	4498937	10
Hopkins C. Tax Office	SPECTRUM	100GS60	604092	100
Hopkins County Clerk	SPECTRUM	100GS60		100
Shady Grove #2	GENERAC	6377430100	2087418	50
Miller Grove #1	GENERAC	QT06030KVSN	4370453	60
Miller Grove #2	GENERAC	12579220100	2108610	100



**CLIFFORD  
POWER**

Additional Service Rates (trouble / emergency calls, repair work, additional requested services, etc.)

Hopkins County Customer Rates:

- \$85.00 per hour — Regular Time – normal business hours (onsite labor only)
- \$127.50 per hour — Overtime – after hours and Saturday (onsite labor only)
- \$170.00 per hour — Sundays & Holidays (onsite labor only)
- \$125.00 Trip Fee - Regular Time (in lieu of roundtrip mileage & travel labor)
- \$187.50 Trip Fee - Overtime (in lieu of roundtrip mileage & travel labor)
- \$250.00 Trip Fee – Sundays & Holidays (in lieu of roundtrip mileage & travel labor)

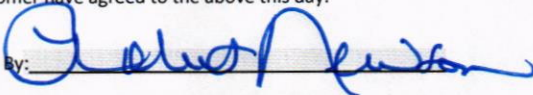
Normal PM Customer Rates:

- \$109.00 per hour – Regular Time (including travel time)
- \$163.50 per hour – Overtime (including travel time)
- \$218.00 per hour – Sundays & Holidays (including travel time)
- \$2.00 per mile (roundtrip)

Non-PM Customer Rates:

- \$135.00 per hour — Regular Time (including travel time)
- \$202.50 per hour — Overtime (including travel time)
- \$270.00 per hour — Sundays & Holidays (including travel)
- \$2.50 per mile

CPS and Customer have agreed to the above this day.

By: 

Customer-Representative

Date: 2-12-18

By: David Carter

Clifford Power Systems-Representative

Date: 01/02/2018