

RESOLUTION NO. 1814

A RESOLUTION OF THE CITY OF NEVADA, MISSOURI, ACCEPTING THE BID AND AUTHORIZING PAYMENT TO CLIFFORD POWER, INDEPENDENCE, MISSOURI, FOR THE YEARLY MAINTENANCE OF CITY OWNED GENERATORS

WHEREAS, the City of Nevada wishes to accept the bid from Clifford Power; and

WHEREAS, the City of Nevada is responsible for providing yearly maintenance of the generators; and

WHEREAS, a bid was received in the amount of \$8,998.00; and

WHEREAS, the City Manager or his designee is hereby directed to execute any and all documents related to said bid.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Nevada, Missouri, accepts the bid from Clifford Power, Independence Missouri for yearly maintenance on the generators.

PASSED, APPROVED AND ADOPTED, by the City Council of the City of Nevada, Missouri on this 1st day of October, 2024.



ATTEST:


CYNTHIA DYE, CITY CLERK


GEORGE C. KNOX, MAYOR



**CLIFFORD
POWER**
The years of dependability

PLANNED MAINTENANCE (PM) AGREEMENT

Clifford Power Systems | 4408 S. Washington Avenue | Independence, MO | 64055

Clifford Power Systems, Inc. ("CPS") agrees to provide CITY OF NEVADA, MO ("Customer"), and Customer agrees to accept and pay for parts and service necessary to perform periodic Planned Maintenance ("PM") of ("Equipment").

Customer Address: U.S. Ave St City: Nevada State: MO Zip: 64772

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
YR 1 - \$6,998.00	\$6,998.00											

This proposal will be effective for 30 days and will expire on - 10/17/2024

This agreement will be in accordance to the following terms and conditions, for a period of 1 year. Coverage Dates 01/01/2025 -- 12/31/2025

In consideration of the agreements herein contained:

- Customer agrees to Remit Amount of \$6,998.00 for the first year of Planned Maintenance and any additional services, please refer to the payment schedule above for details. Customer agrees to make payment upon receipt of invoice.
- CPS agrees to: Perform all Preventative Maintenance inspections on a Annual basis, additional services will be performed in the frequency described in the Equipment PM Items and Optional Services list. Work is 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, visits include our standard 89 point inspections and equipment test.
- 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 \$200.00 (\$750 recommended) without customer authorization, and shall be documented on the inspection report. Repairs estimated to exceed this amount will be referred to the Customer for action and additional authorization. Cost for additional repairs will be invoiced separately at CPS prevailing labor rates plus parts costs and prevailing mileage rates (if additional trips are required).
- Customer also authorizes: CPS to perform a Diesel Fuel Top Off Service for an amount not to exceed \$200.00 (\$700 recommended) without customer authorization. This service shall be documented on the inspection 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 costs.
- CPS warrants its work: For a period of 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, while under agreement.
- Failures of new parts installed by CPS: Failure of any new parts installed by CPS during the course of maintenance service shall be covered by the manufacturer's warranty of said parts.
- Renewal: This agreement will automatically renew annually unless cancelled per paragraph 8.
- This agreement may be cancelled by either party: With a 30 day written notification.
- Registration/Training Fees: If Buyer requires Seller to register with an entity, or incur additional costs such as licensing or training specific to the servicing requirements of Buyer's account, then Buyer agrees to reimburse Seller all costs affiliated with these fees. Costs include direct fees for registration plus 20% for Seller's administration.
- 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.



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PLANNED MAINTENANCE (PM) AGREEMENT

Equipment PM Items and Optional Services

Service Location: COMMUNITY CENTER - 200 N Ash St - Nevada, MO 64772 **Service Terms:** 01/01/2025 -- 12/31/2025 **Location Total:** \$829.00

PERFORMANCE POWER

- 1 x 99-Point Inspection & Test
- 1 x Engine Service

Service Location: FIRE DEPARTMENT - 316 W Cherry St - Nevada, MO 64772 **Service Terms:** 01/01/2025 -- 12/31/2025 **Location Total:** \$748.00

PERFORMANCE POWER

- 1 x 99-Point Inspection & Test
- 1 x Engine Service

Service Location: NEAL CENTER - 231 N Main St - Nevada, MO 64772 **Service Terms:** 01/01/2025 -- 12/31/2025 **Location Total:** \$829.00

PERFORMANCE POWER

- 1 x 99-Point Inspection & Test
- 1 x Engine Service

Service Location: POLICE DEPARTMENT - 120 S Ash St - Nevada, MO 64772 **Service Terms:** 01/01/2025 -- 12/31/2025 **Location Total:** \$829.00

PERFORMANCE POWER

- 1 x 99-Point Inspection & Test
- 1 x Engine Service



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PLANNED MAINTENANCE (PM) AGREEMENT

Service Location: WATER TREATMENT PLANT - 1300 W Cherry St - Nevada, MO 64772			Service Terms: 01/01/2025 -- 12/31/2025		Location Total: \$5,763.00
<input checked="" type="checkbox"/> 1 x 99-Point Inspection & Test	<input checked="" type="checkbox"/> 1 x 99-Point Inspection & Test	<input checked="" type="checkbox"/> 1 x 99-Point Inspection & Test	<input checked="" type="checkbox"/> 1 x 99-Point Inspection & Test	<input checked="" type="checkbox"/> 1 x 99-Point Inspection & Test	
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Clifford Power Systems and Customer have agreed to the above this day.

By: Hutch Peterson Date: 9/12/2021
Clifford Power Systems-Representative

By: Michael [Signature] Date: 10/31/2024
Customer-Representative