

7901 N 70th Ave
Glendale, AZ 85303
Phone: (623) 937-1719
Fax : (623) 937-0408

4702 S Tennessee Pl
Tucson, AZ 85714
Phone: (520) 777-3130
Fax: (520) 203-8477

4785 Copper Sage St
Las Vegas, NV 89115
Phone: (702) 633-6400
Fax: (702) 633-5960

6301 Broadway
Denver, CO 80216
Phone: (303) 428-2517
Fax: (303) 426-4558

3740 Princeton Dr NE
Albuquerque, NM 87107
Phone: (505) 884-4242

SCHEDULED MAINTENANCE SERVICE AGREEMENT

Issue date: **09/08/2021**

Scheduled Maintenance (SM) & Operational Inspection Services (OIS)

1. This Scheduled Maintenance Service Agreement (the "Maintenance Agreement") by and between **GEN-TECH** and **City of Bisbee** (Hereinafter "Customer") will commence on **9/09/21**. The initial period for this Maintenance Agreement shall be from **10/01/21** through and including **9/30/22** (the "Initial Term"). It may, however, be terminated at any time by either party hereto, by providing thirty (30) days written notice. Customer's obligation to pay all charges, which have accrued, shall survive any termination of the Agreement. GEN-TECH will provide customer with a renewal agreement on an annual basis.
2. GEN-TECH will provide Customer scheduled maintenance services, on the equipment identified herein, during regular business hours. Any adjustments/modifications to quoted maintenance services, special instructions, and associated labor rates (referenced in Section 10), shall be stated in Section 17.
3. **EMERGENCY SERVICES:** GEN-TECH will provide Customer with emergency service, available 24 hours a day, 7 days a week, to meet the needs of Customer. Emergency Service will be charged on a time and materials basis as outlined in Section 10. GEN-TECH will supply Red Diesel fuel as required (where applicable) at market price upon Customer's request. Fuel delivery &/or service fee(s) may apply. Any billing resulting from fueling only will be subject to Net 10 Day Terms.
4. The charges for services described herein for the Initial Term of this Maintenance Agreement shall be due and payable according to customer credit terms or scheduled payments and billed as services are rendered.
5. GEN-TECH assumes no liability for damages except those specifically addressed in this Agreement or occurring as a result of negligence by GEN-TECH.
6. GEN-TECH shall not be held responsible for any damages to the equipment, delay or failure in performance of any part of this Maintenance Agreement to the extent that such damage, delay or failure is caused by acts of God, acts of nature or of the public enemy, acts of the government or military authority, terrorism or other similar causes beyond their control.
7. Customer agrees that GEN-TECH will not be required to make adjustments, repairs, or replacements if GEN-TECH is not provided reasonable access to the equipment for the purpose of performing the inspection service(s) thereon.
8. Any lost time or mileage costs due to the unavailability of the unit(s) for scheduled service(s) may be invoiced at an additional charge at GEN-TECH's then current and prevailing rates.
9. The Customer covenants and agrees that any liability of GEN-TECH hereunder shall be expressly limited to the extent that, damage to the described equipment itself that is caused by negligence of GEN-TECH. GEN-TECH's total liability is limited to cost and repair or replacement of the described equipment. The Customer shall have no claim or claims hereunder or otherwise against GEN-TECH based on damage of or loss of

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products, or delay in production, or marketing thereof, or any loss resulting from the incapacity to use equipment as intended.

10. Additional services or other work not specifically covered in this Maintenance Agreement or an addendum will be charged on a time and material basis. Upon receipt of Customer's consent, GEN-TECH shall perform such services at an hourly rate of **\$ 95.00** during regular business hours (7:00 A.M. to 3:30 P.M. Monday through Friday) and at an hourly rate of **\$125.00** after hours and on weekends. Hourly rate on holidays will be calculated on an "as per" basis and not to exceed **\$175.00**. An additional charge of **\$ 2.25** per mile shall be made for the service vehicle for any types of services provided outside of this service agreement. Additional charges or fees may apply for any specialty equipment that may be needed to perform services. Customer may also request a formal estimate or quotation for these additional services. All labor and mileage charges are billed portal to portal unless otherwise quoted. Emergency services performed outside of our regular business hours are subject to an after hours call out fee of \$100.00, plus a 3 hour minimum will apply. These discounted time and material labor rates for Customer are subject to change based on current market forces and GEN-TECH.
11. In no event, shall GEN-TECH be liable for any losses resulting from delays in supplying service, repair or attempts to repair the equipment due to labor dispute or picketing of any nature whatsoever in connection with Customer or any supplier of parts required maintaining service or repairing equipment.
12. All service will be scheduled with the Customer's representative in advance.
13. This Maintenance Agreement is Non Transferable.
14. There are no warranties that extend beyond the description herein.
15. **Evaluation**
 - A. GEN-TECH will provide Monthly or Quarterly Service Agreement Customers, an on-site evaluation related to the emergency system at no additional charge. The evaluation will cover any concerns/questions or equipment problems. The evaluation shall be conducted during regular business hours, and in conjunction with a scheduled maintenance trip.
 - B. As a result of the evaluation, any services that are required will be charged to the Customer on a "Time and Material" basis, as outlined in Section 10.
16. In the event of cancellation, postponement, delay and/or schedule time changes or service restrictions (such as operating the engine to service, load bank and/or repair and verify) which are made by Customer after GEN-TECH is already on site or in route, which may result in additional labor hours and/or a separate return trip not covered as part of the Maintenance Agreements levels of compensation, GEN-TECH retains the option to invoice the difference above and beyond the Maintenance Agreement to the Customer.

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17. **Modifications to Standard Text, Special Services, and or Deviations**

All text within this document is standard except for this Section (17).

No special services, deviations, or agreements are included in this Maintenance Agreement unless listed in this section (17).

FEDERAL EMPLOYMENT LAW: Gen-Tech agrees to comply with all state and federal Equal Employment Opportunity, Immigration, and Affirmative Action requirements including 42 U.S.C. Sec. 2000 (e) et seq, The Civil Rights Act of 1964, The Civil Rights Act of 1991, Sections 503 and 504 of the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Immigration Reform Act of 1986, the Americans with Disabilities Act and any amendments and applicable regulations pertaining thereto.

E-VERIFY REQUIREMENTS: To the extent applicable under A.R.S. § 41-4401, Gen-Tech and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). Gen-Tech's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City. The City retains the legal right to inspect the papers of any Gen-Tech contractor or subcontractor employee who works on this Agreement to ensure that Gen-Tech or subcontractor is complying with this warranty.

CONFLICT OF INTEREST: This contract shall be subject to the Conflict of Interest provisions of A.R.S. § 38-511, as amended.

BOYCOTT OF ISRAEL: Pursuant to A.R.S. § 35-393.01, Gen-Tech certifies that Gen-Tech is not engaged in a boycott of Israel as of the effective date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel.

18. This is the entire agreement between the parties: an agreement, representation, warranty or guarantee made by GEN-TECH to the Customer and not herein contained is an obligation of GEN-TECH separate and apart from this Maintenance Agreement, and shall not modify the provisions hereof, nor excuse performance hereunder, nor bind any assignee hereof.

19. This service agreement is for Service Maintenance on the City of Bisbee's Generators. Attached is the Proposal for each unit and location (Proposal # 264740)

IN WITNESS WHEREOF, the parties hereto have executed this Maintenance Agreement on the day and year stated below:

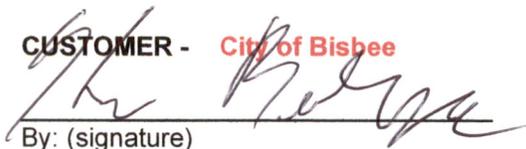
- Arizona Generator Technology, Inc.
- GEN-TECH of Nevada, Inc.
- GEN-TECH of Colorado, LLC

By: **Brett Beatty**

Title: **Tucson Account Manager**

Date: 9/8/2021

CUSTOMER - **City of Bisbee**


By: (signature)

Title: **Mayor**

Date: 9/15/21

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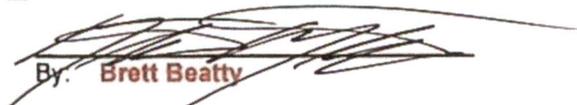
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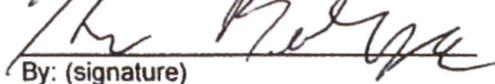
- Arizona Generator Technology, Inc.
- GEN-TECH of Nevada, Inc.
- GEN-TECH of Colorado, LLC

By: 
By: **Brett Beatty**

Title: **Tucson Account Manager**

Date: 9/8/2021

CUSTOMER - **City of Bisbee**


By: (signature)

Title: **Mayor**

Date: 9/15/21

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OPTION(S) TO CONSIDER

AWA – Additional Work Authorization (up to \$600) per visit

\$ 350 \$ 600 (choose one) **Not available to customers with Cash or Prepayment Terms**

For multiple units (up to \$600) per unit, per visit

\$ 350 \$ 600 (choose one) **Not available to customers with Cash or Prepayment Terms**

- By selecting the AWA you authorize our technician to make needed repairs to maintain integrity/reliability of the generator system while on site for services covered by this Maintenance Agreement - e.g. top off fuel, replace batteries, replace radiator cap, replace clamps or hoses, etc. saving customer money via repairs being done without the need for a return trip.
- If this contract is PO driven please provide additional monies in your PO to cover these incidental repairs.
- Repairs over the customer approved amount will be quoted and completed with customer's approval on a separate return trip

****Please return this "signature page" to [e-mail address@gentechus.com](mailto:e-mail_address@gentechus.com)**

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Proposal - City of Bisbee S/A 9/1/21-8/31/22 - 1

Proposal Date	
8/18/2021	
Customer Number	Salesperson
	BRETT BEATTY

SOLD TO:

City of Bisbee
 76 Erie St
 Bisbee, AZ 85603

SHIP TO:

City of Bisbee
 76 Erie St
 Bisbee, AZ 85603

Contact:

Matthew Gurney

Description	Quantity	Subtotal	Tax	Total
Pump House, 831 Tombstone Canyon, Bisbee, AZ 85603				
KATOLIGHT 40kW MDL D40FJJ4S/N LM-370805-81930-0602	1	\$0.00		
ANNUAL SERVICE PACKAGE INCLUDES OIL SAMPLE AND AIR FILTER	1	\$836.53	\$7.68	\$844.21
LOAD BANK 1.5 HOURS CONTINUOUS WITH VERIFICATION OF 100% .NOTE: ISSUE WITH UNIT IS MOST LIKELY WET STACKING. IF THIS IS THE TRUE ISSUE LOAD BANKING WILL CLEAR UP THIS ISSUE. A PLAN WILL NEED TO BE PUT IN PLACE TO TRY TO PREVENT FUTURE ISSUE WITH UNIT.	1	\$355.00	\$0.00	\$355.00
SEMI-ANNUAL INSPECTION SERVICE	1	\$308.50	\$0.00	\$308.50
ANNUAL AUTOMATIC TRANSFER SWITCH MINOR SERVICE	1	\$112.00	\$0.00	\$112.00
ANNUAL FUEL SAMPLE SERVICE	1	\$175.00	\$0.00	\$175.00
PRESSURE WASHING SERVICE	1	\$168.00	\$0.00	\$168.00
Total		\$1,955.03	\$7.68	\$1,962.71

Description	Quantity	Subtotal	Tax	Total
Mule Gulch, 46 Arizona St, Bisbee, AZ 85603				
KATOLIGHT 230kW MDL D230FRJ4 S/N 121103-0206	1	\$0.00		
ANNUAL SERVICE PACKAGE INCLUDES OIL SAMPLE AND AIR FILTER	1	\$864.44	\$20.07	\$884.51
LOAD BANK 1.5 HOURS CONTINUOUS WITH VERIFICATION OF 100%	1	\$380.00	\$0.00	\$380.00
SEMI-ANNUAL INSPECTION SERVICE	1	\$308.50	\$0.00	\$308.50
ANNUAL AUTOMATIC TRANSFER SWITCH MINOR SERVICE	1	\$112.00	\$0.00	\$112.00
ANNUAL FUEL SAMPLE SERVICE	1	\$175.00	\$0.00	\$175.00
PRESSURE WASHING SERVICE	1	\$168.00	\$0.00	\$168.00
Total		\$2,007.94	\$20.07	\$2,028.01

Description	Quantity	Subtotal	Tax	Total
Police Station, 1 AZ Hwy92, Bisbee, AZ 85603				
KOHLER 30kW MDL 30ROZJ0 S/N 1391384	1	\$0.00		

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Proposal - City of Bisbee S/A 9/1/21-8/31/22 - 1	
Proposal Date	
8/18/2021	
Customer Number	Salesperson
	BRETT BEATTY

Description	Quantity	Subtotal	Tax	Total
ANNUAL SERVICE PACKAGE INCLUDES OIL SAMPLE AND AIR FILTER	1	\$718.04	\$7.60	\$725.64
LOAD BANK 1.5 HOURS CONTINUOUS WITH VERIFICATION OF 100%	1	\$355.00	\$0.00	\$355.00
SEMI-ANNUAL INSPECTION SERVICE	1	\$308.50	\$0.00	\$308.50
ANNUAL AUTOMATIC TRANSFER SWITCH MINOR SERVICE	1	\$112.00	\$0.00	\$112.00
ANNUAL FUEL SAMPLE SERVICE	1	\$175.00	\$0.00	\$175.00
PRESSURE WASHING SERVICE	1	\$168.00	\$0.00	\$168.00
Total		\$1,836.54	\$7.60	\$1,844.14

Description	Quantity	Subtotal	Tax	Total
Tin Town, 33-C Tintown Rd, Bisbee, AZ 85603				
MTU 30kW MDL DS30 S/N 95090600683	1	\$0.00		
ANNUAL SERVICE PACKAGE INCLUDES OIL SAMPLE AND AIR FILTER	1	\$734.56	\$8.95	\$743.51
LOAD BANK 1.5 HOURS CONTINUOUS WITH VERIFICATION OF 100%	1	\$355.00	\$0.00	\$355.00
SEMI-ANNUAL INSPECTION SERVICE	1	\$308.50	\$0.00	\$308.50
ANNUAL AUTOMATIC TRANSFER SWITCH MINOR SERVICE	1	\$112.00	\$0.00	\$112.00
ANNUAL FUEL SAMPLE SERVICE	1	\$175.00	\$0.00	\$175.00
Total		\$1,685.06	\$8.95	\$1,694.01
		Subtotal	Tax	Total
Total		\$7,484.57	\$44.30	\$7,528.87