

# SCOPE OF WORK

FOR ONSITE DIESEL SERVICE AND  
MAINTENANCE AT FACILITY LOCATED  
IN ANY COUNTRY IN THE WORLD

PROVIDED BY:

The logo for US Power & Environment, featuring the text "US POWER & ENVIRONMENT" in a sans-serif font. "US" is in red, "POWER" is in white, "&" is in red, and "ENVIRONMENT" is in blue. The logo is centered within a light gray rectangular box.

US POWER &  
ENVIRONMENT

# DEDICATED ONSITE SERVICE & MAINTAIN SCOPE OF WORK

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### **SCHEDULES**

Schedule A Scope of Works, Responsibilities and Frequencies

Schedule B Daily and n+2 Service and Maintenance Checklist

## **1.0 SUPPLY OF SERVICES**

2.1 Your US Power & Environment Onsite Service and Maintenance Company will in accordance with this Agreement provide labor for services for the benefit of [CLIENT]:

- (a) to (14) 3516B SERIES Caterpillar Equipment sold to Client by US POWER & ENVIRONMENT (or Other Company) and any other Cat Power Generation Equipment at your facility (may include 2-3 other smaller generators);
- (b) during the Term of 7 years;
- (c) for the Price of US \$TBD.00 per year;
- (d) at the Site in [CITY, COUNTRY] hitherto referred to as Client Facility;

## **2.0 DURATION**

2.1 The successfully selected company will provide the Services in accordance with Clause 2 from the Commencement Date until the termination of this Agreement – which is 7 years. This contract must be renewed in writing at least 6 months prior to termination of Agreement.

## **3.0 PRICE**

3.1 In consideration of the supply of the Services by Your US Power & Environment Service Team, [Client] will each month pay the Price amount as detailed in Schedule B to The successfully selected company in accordance with the terms and conditions of US Power's Onsite Service and Maintenance Team Credit Policy.

3.2 Unless the contrary is stated elsewhere in this Agreement, the Price includes:

- (i) All labor to run and manage (perform all Services) the Plant, including the cost of each Timesheet Hour to provide the Services.
- (ii) Travel to and from Site.
- (iii) All training, insurance and medical needs of staff, as appropriate and consistent with industry standards.

3.3 The price of other services provided by your US Power Onsite Service and Maintenance Team to [Client] outside the scope of the Services is by agreement between the parties reviewable by US Power's Onsite Service and Maintenance Team on each one-year anniversary of this Agreement.

3.4 The price shall be adjusted every 12 months at anniversary of Commencement Date by TBD% to account for inflation (based on published Wall Street Journal Annual US Market rate of inflation).

#### **4.0 PARTS AND SUPPLIES**

- 4.1 The supply of replacement parts and other goods provided to [CLIENT] by in performing any Services are subject to the terms and conditions of US Power's Onsite Service and Maintenance Team Credit Application Form.
- 4.2 Parts inventory shall be organized and maintained by US Power's Onsite Service & Maintenance Team. These parts will be locked in a secure location, close to the power plant. US Power's Onsite Service Team technician will have access to these parts and be responsible to maintain an orderly and organized inventory.
- 4.3 Your US Power & Environment Onsite Service and Maintenance Team shall make recommendations to [CLIENT] regarding restocking orders and work with the nearest Cat Parts Dealer to maintain a parallel inventory of required parts.
- 4.4 A semi-annual inspection of this Inventory shall be performed at both the Cat Parts Dealer facilities and onsite at [Client's Facility].

#### **5.0 US Power's Onsite Service and Maintenance Team's OBLIGATIONS**

- 5.1 US Power's Onsite Service and Maintenance Team will in providing the Services throughout the Term under this Agreement:
  - (a) Ensure that only competent and trained staff provide the Services on its behalf;
  - (b) Ensure that the Services are provided in a good and commercially reasonable and professional manner;
  - (c) Ensure that the Services are provided with due care and skill;
  - (d) Comply with the methods practiced and the standards of diligence and care normally exercised by persons in the industry in the performance of comparable functions;
  - (e) Comply with the requirements of all statutes, regulations, ordinances, by-laws and standards so far as they apply to the provision of the Services;
  - (f) Be responsible for the planning and scheduling of both the Onsite Service and Maintenance Team expat and local personnel to ensure maximization of the service resource provided;
  - (g) Ensure that there are at least one and typically two highly trained US Power's Onsite Service Team Diesel Generator Technicians onsite 365 days per year;
  - (h) Be careful to maintain an orderly and organized parts inventory of sufficient quantity and diversity. per section 5 above.
- 5.2 Comply with any further obligations set out in the accompanying Agreement Schedules.

## **6.0 [CLIENT]'s OBLIGATIONS**

### **6.1 Services**

- (a) Ensure that the Equipment is available for Onsite Service and Maintenance Team personnel to perform the Services;
- (b) Agree to full utilization of the Onsite Service and Maintenance Team personnel under this agreement to ensure justification of the dedicated resource;
- (c) Advise US Power's Onsite Service and Maintenance Team immediately of any defect or correction of services provided under this agreement.

6.2 Comply with any further obligations set out in the accompanying Agreement Schedules.

## **7.0 ACCESS TO AND ACCOMMODATIONS AT SITE**

- 7.1 [CLIENT] will give US Power's Onsite Service and Maintenance Team full and unfettered access to the Site and to the Equipment for the purpose of providing the Services and or any correction of workmanship defect.
- 7.2 [CLIENT] will provide all US Power's Onsite Service and Maintenance Team Technicians a private and secure room with bathroom, television, Internet connection and bed.
- 7.3 [CLIENT] will provide some level of onsite medical supplies, security detail if needed and safety protocol.

## **8.0 SHIPPING ADDRESS FOR BIDS & BID CLOSE DATE**

Send Quote To: [CLIENT ADDRESS],

Bids Are Due By: January 2, 2020

## Schedule A

### Scope of Works & Responsibilities

A [CLIENT] shall be responsible for the following:

- A1 Provide required accommodation and messing for Onsite Service and Maintenance Team personnel at the site.
- A2 Provide general tooling equipment and stores to perform the Services.
- A3 Provide fuel, tires and services for the US Power's Onsite Service and Maintenance Team supplied site vehicle.
- A4 Provide payment for services provided by US Power's Onsite Service and Maintenance Team within 30 days of invoice date.
- A5 Provide specialized tooling and equipment as necessary.
- A6 US Power's Onsite Service and Maintenance Team shall be responsible for the following:
  - A6.1 Provide two technicians to be onsite most of the time, for training, productivity and continuity purposes. (1) suitably qualified, highly trained Lead Mechanic for each 6-week assignment. First two and last two weeks to overlap with incoming and outgoing Lead Mechanic – allowing for 2 US Power's Onsite Service and Maintenance Team Technicians are to be onsite most of the time.
  - A6.2 Perform preventive Maintenance Servicing as directed by standards set forth by Caterpillar and as directed by [CLIENT].
  - A6.3 Provide Technical and Diagnostic assistance as directed by [CLIENT].
  - A6.4 Perform scheduled/Unscheduled Component Replacements as directed by customer.
  - A6.5 Provide ongoing technical training and support to these personnel to ensure that [CLIENT] continue to realize the highest operational, asset life and fuel efficiencies.
  - A6.6 Provide a suitable vehicle and appropriate Field Service tooling for use by the US Power's Onsite Service and Maintenance Team personnel.
  - A6.7 Onsite Service and Maintenance Team will be responsible for any major repairs or replacement of Onsite Service and Maintenance Team provided vehicle and tooling.
  - A6.8 Provide invoices for services to customer 7 days after the end of the previous month where the services were provided.
  - A6.9 CAT warranties through the Advantage Program were purchased for each Cat generator. Repairs performed in Mali under the Onsite Service and Maintenance Team Repair Procedure to be free from defects in workmanship.

If a defect in workmanship is found during the Cat Advantage Warranty period, the Onsite Service and Maintenance Team will, using best efforts and at a place of business of the Onsite Service and Maintenance Team or other authorized facility/location:

- Provide reasonable and customary labor needed to repair the defect, using best efforts in all

emergencies to repair the unit as professionally and quickly as possible.

- File paperwork necessary for warranty coverage under Cat Advantage Warranty Program.
- Report to client the nature of warranty defect and outcome of required repair.

SUBJECT TO THE FOREGOING, The successful Onsite Service & Maintenance Organization SHALL NOT, IN ANY EVENT, BE LIABLE (WHETHER BEFORE OR AFTER DISCHARGE OR ANY CONTRACT FOR THE SUPPLY OF ANY GOODS OR SERVICES) FOR ANY LOSS OR DAMAGE ARISING FROM, CAUSED BY OR DUE TO ANY NEGLIGENCE OF US Power's Onsite Service and Maintenance Team's REPRESENTATIVES, SERVANTS OR AGENTS, NOR SHALL The successful Onsite Service & Maintenance Organization BE LIABLE FOR ANY SPECIAL INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE WHICH MAY RESULT FROM OR RELATE TO A BREACH BY US Power's Onsite Service and Maintenance Team OF SUCH NON-EXCLUDABLE RIGHTS.

**SCHEDULE B:**

Daily Checks and N+2 Service Checks as indicated by “\*”.

**SCOPE OF WORK**

**CUSTOMER SERVICE, MAINTENANCE & FUEL INSPECTION AGREEMENT**

**Engine**

Model No \_\_\_\_\_  
Serial No \_\_\_\_\_  
Volts \_\_\_\_\_  
Amps \_\_\_\_\_  
Power factor \_\_\_\_\_

**SwitchGear**

Model No \_\_\_\_\_  
Serial No \_\_\_\_\_  
**Alternator Make/Model** \_\_\_\_\_  
**Fuel Type** \_\_\_\_\_  
**Initial Start-up Date** \_\_\_\_\_

**Minor/Major PM checks**

**Pre-start Readings**

- \_\_\_ Engine Fluid Levels
- \_\_\_ Fuel Filters \*
- \_\_\_ All Coolant Hoses
- \_\_\_ Engine Coolant Heater
- \_\_\_ LPG Sludge Drain
- \_\_\_ All Pulley Belts
- \_\_\_ Battery Trickle Charger
- \_\_\_ Battery Cables
- \_\_\_ Battery Warmer
- \_\_\_ Battery Water Level
- \_\_\_ Battery Specific Gravity \*
- \_\_\_ Spark Plug Wires
- \_\_\_ Spark Plugs \*
- \_\_\_ Engine Cylinder Compression \*
- \_\_\_ Electrical Connections
- \_\_\_ Annunciator Panel
- \_\_\_ Change Oil/Filter \*

**Engine Running Readings**

- \_\_\_ Ignition Points/Distributor
- \_\_\_ Diesel Preheat
- \_\_\_ Diesel Injection System \*
- \_\_\_ Engine Governor/Actuator
- \_\_\_ D.C. Engine Alternator \*
- \_\_\_ All Gauges
- \_\_\_ Warning Lights/Shutdowns
- \_\_\_ Output Voltage/Flicker
- \_\_\_ All Electrical Controls
- \_\_\_ Automatic Telephone Dialer
- \_\_\_ Alarm Annunciator
- \_\_\_ Switchgear Operation \*
- \_\_\_ Fuel Regulation Diagram \*
- \_\_\_ Oil Pressure \*
- \_\_\_ Water Temperature
- \_\_\_ Fluid Leaks \*

NOTE: All readings are Monthly unless marked with an \* which signifies an n+2 basis with the objective being to fully service each machine about every 20 days or less.