

**PORT OF PALM BEACH DISTRICT  
REQUEST FOR DISCUSSION AND  
COMMISSION ACTION**

**CONSENT AGENDA  
ITEM F-5**

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**PREPARED BY:** Paul Zielinski                      Chief Financial Officer                      April 3, 2018

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**SUBJECT:     CONTRACT RENEWALS**

The following contracts are being presented for consideration of extension:

- A. Florida Court Reporting
- B. Hilltop Securities
- C. Johnson Controls (previously Simplex Grinnell)
  - 1. Building #7 Tropical (U.S. Customs Bldg.)
  - 2. Building #1 MOC/Cruise Terminal
  - 3. Building #20 Southgate Warehouse
  - 4. Building #12 Gulfstream
  - 5. Building #13 POC
- D. Landmark Elevator Consultants – South for MOC/CT and Southgate Warehouse
- E. PowerSecure Service

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**BACKGROUND:**

- A. Florida Court Reporting – provides public meeting transcription services. Annual cost is \$7,165.00, with a slight increase in cost of per page fee from \$6.00/page to \$6.50/page.
- B. Hilltop Securities – provides preparation and submission of continuing disclosure reports. Cost is \$1,500.00 per year, with no increase.
- C. Johnson Controls – provides alarm monitoring service, testing and inspection for 5 of the Port’s buildings. Annual cost is \$20,305.00. With a 6.5% increase the cost will be \$21,624.83.
- D. Landmark Elevator Consultants – South – performs the State mandated elevator inspection reports and witnesses the full load/drop and safety tests in accordance with all applicable codes. Annual cost is \$2,166.00. Staff is requesting the board to approve a 5-year contract with a slight increase for the 5-year safety test, from \$85.00/hour to \$95.00/hour, with a 10% discount for the extended term agreement. Annual adjustment not to exceed 5% annually.
- E. PowerSecure Service – provides inspection and repair services to the Port’s 3 emergency generators. Annual cost is \$8,886.00. Staff is requesting the board to approve a 3-year contract with a slight increase in labor cost from \$95.00/hour to \$105.00/hour, with costs locked in for three years.

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**ADDITIONAL INFORMATION ATTACHED:**                      No \_\_\_\_\_                      Yes   X  

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**FINANCIAL IMPACT:** These services are funded out of the FY2018 Operating Budget.

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**RECOMMENDATION:** The Board of Commissioners is respectfully requested to authorize the Executive Director to execute 1-year contract extensions with Florida Court Reporting, Hilltop Securities and Johnson Controls, a 3-year contract extension with PowerSecure Service and a 5-year contract extension with Landmark Elevator Consultants – South.

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**Respectfully Submitted By:**



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**Manuel Almira, Executive Director**

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**DATE ACTION TAKEN:**

Approved: \_\_\_\_\_  
Disapproved: \_\_\_\_\_  
Deferred To: \_\_\_\_\_  
Incorporated into Minutes: \_\_\_\_\_

Motion By: \_\_\_\_\_  
Seconded By: \_\_\_\_\_  
Unanimous: Yes \_\_\_\_\_ No \_\_\_\_\_  
By: \_\_\_\_\_

April 3, 2018

Tracy Carey  
One East 11<sup>th</sup> Street  
Port of Palm Beach  
Riviera Beach FL 33404

Proposal – Transcript services for the Port of Palm Beach Board Meetings.

Florida Court Reporting proposes to provide verbatim transcripts of Port of Palm Beach Board Meetings for the below discounted rates:

\$85 appearance fee, no other hourly charge.

\$6.50 per page for the transcript.

Note: We are asking for a 50 cent per page increase over our previous rates. Your transcripts are averaging about 75 to 100 pages, so this is an increase of \$37.50 to \$50 over our previous rates.

We will continue to provide the transcripts in PDF format via email. We have also been requested to provide transcripts in an ASCII text format so portions may be cut and pasted from the document.

There is no cancellation fee if Florida Court Reporting is notified of the cancellation of the meeting before the court reporter is en route to the meeting. If the court reporter is already en route or the meeting cancels once the reporter is on location, there will be an \$85 appearance fee charged.

Thank you for considering Florida Court Reporting.



Claudia Price Witters  
Owner/Office Manager  
2161 Palm Beach Lakes Blvd.  
Suite 302  
West Palm Beach FL 33409  
Phone: 561-689-0999  
[Claudia@FloridaCourtReporting.com](mailto:Claudia@FloridaCourtReporting.com)

Please see page 2 for Acknowledgment by Port of Palm Beach Authorized Representative

Continued from Page 1 - Florida Court Reporting Proposal dated 4/3/2018

Customer Acknowledgment:

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Authorized Representative

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Date

**AGREEMENT  
FOR  
CONTINUING DISCLOSURE SERVICES  
BY AND BETWEEN**

**PORT OF PALM BEACH, FLORIDA  
(HEREINAFTER REFERRED TO AS THE “ISSUER”)**

**AND  
HTS CONTINUING DISCLOSURE SERVICES,  
A DIVISION OF HILLTOP SECURITIES INC.**

In connection with the sale and delivery of certain bonds, notes, certificates, or other municipal obligations (the “Bonds”), the Issuer has made certain undertakings to disclose to the investing public, on a periodic and continuing basis, certain information, as more fully set forth in such undertakings and as contemplated by the provisions of Securities and Exchange Commission Rule 15c2-12, as amended (the “Rule”).

The Issuer has agreed to engage HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc. (“Continuing Disclosure Services”), to assist it with these continuing disclosure obligations, for the consideration and on the terms and conditions set forth herein, including the preparation and submission of annual reports (the “Annual Reports”) and the reporting of certain specified events (the “Events”), which are set forth in the Issuer’s undertakings, the Rule and in Subsection 2c. below.

This agreement (the “Agreement”) between the Issuer and the Continuing Disclosure Services shall become effective as of the date of its acceptance as provided for below.

The parties agree as follows:

1. This Agreement shall apply to all issues of Bonds delivered subsequent to the effective date of the continuing disclosure requirements as specified in the Rule, to the extent that any particular issue does not qualify for exceptions to the continuing disclosure requirements of the Rule.
2. Continuing Disclosure Services agrees to perform the following in connection with providing services relating to the Issuer’s continuing disclosure obligations:
  - a. assist the Issuer in compiling data determined or selected by the Issuer to be disclosed;
  - b. assist the Issuer in identifying other information to be considered by Issuer for continuing disclosure reporting purposes;
  - c. assist the Issuer in preparing the presentation of such information, to include Annual Reports containing financial information and operating data of the type provided in the final official statement of applicable issues, and Material Event Notices concerning the occurrence of the specified Events and other items listed below:
    - 1) Principal and interest payment delinquencies
    - 2) Non-payment related defaults
    - 3) Unscheduled draws on debt service reserves reflecting financial difficulties
    - 4) Unscheduled draws on credit enhancements reflecting financial difficulties
    - 5) Substitution of credit or liquidity providers, or their failure to perform

- 6) Adverse tax opinions or events affecting the tax-exempt status of the security
  - 7) Modifications to rights of security holders
  - 8) Bond calls
  - 9) Defeasances
  - 10) Release, substitution, or sale of property securing repayment of the securities
  - 11) Rating changes
  - 12) The issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the securities of the Issuer
  - 13) Tender offers
  - 14) Bankruptcy, insolvency, receivership or similar proceeding
  - 15) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated person or their termination
  - 16) Appointment of a successor or additional trustee or the change of the name of a trustee
  - 17) Noncompliance with the Rule
- d. assist the Issuer in distributing or filing, in the Issuer's name, the above mentioned Annual Reports, notices and audited annual financial statements to the Municipal Securities Rulemaking Board's ("MSRB") Electronic Municipal Market Access ("EMMA"), appropriate State Information Depository ("SID"), rating agencies, and other entities, as required by the Issuer's continuing disclosure obligations.
- e. provide to the Issuer confirmation of distribution or dissemination of reports and notices.

**3. Issuer acknowledges and agrees to the following:**

- a. Continuing Disclosure Services will be compensated for the performance of services with respect to assisting the Issuer with preparation and submission of continuing disclosure reports in accordance with the schedule as set forth below:
  1. \$1,500 per year for assistance in preparation and distribution of each annual report and assistance in distribution of audited annual financial statements, and
  2. \$100 minimum fee for assistance in preparation and distribution of each notice Material Event Notice Filing concerning occurrence of an Event or noncompliance with the Rule; in addition, a fee of \$125 per hour for all time in excess of five (5) hours spent in assisting with preparation and distribution of each Material Event Notice concerning occurrence of an Event or noncompliance with the Rule.
- b. Issuer will provide to Continuing Disclosure Services, and Continuing Disclosure Services shall be entitled to rely upon, all information regarding the issuance of the Bonds, including the final official statement and the Issuer's commitment or undertaking regarding continuing disclosure as contained in the resolution authorizing issuance of the Bonds or separate contract or agreement; annual financial information and operating data of the type provided in the final official statement; information concerning the occurrence of an Event or noncompliance with the Rule; and any other information necessary to prepare continuing disclosure reports.

- c. Issuer will provide to Continuing Disclosure Services, and Continuing Disclosure Services shall be entitled to rely upon, annual written confirmation of all outstanding Bond issues for which the Issuer has a continuing disclosure obligation.
  - d. Issuer will provide to Continuing Disclosure Services all information required for preparation of each Annual Report, including financial information and operating data of the type provided in the final official statement and other information deemed necessary by Issuer, no later than 45 days prior to the date on which each Annual Report is due.
  - e. Issuer will provide full and complete copies of the audited annual financial statement no later than ten (10) days prior to the date on which it is due.
  - f. Issuer will notify Continuing Disclosure Services immediately upon the occurrence or immediately upon the Issuer's knowledge of the occurrence of each Event or noncompliance with the Rule, and the Issuer will immediately provide all information necessary for preparation of the notice of occurrence of each such Event or noncompliance with the Rule.
  - g. Issuer shall have the sole responsibility for determining the disclosure to be made in all cases. The Issuer shall review and provide approval of the content and form of all continuing disclosure reports and notices, with the exception of the following, which will be filed automatically on the Issuer's behalf, unless the Issuer has notified Continuing Disclosure Services otherwise in writing: bond calls, defeasances, and rating changes. In the event of a disagreement between the Issuer and Continuing Disclosure Services regarding the disclosure to be made, either the Issuer or Continuing Disclosure Services may, but neither is obligated to, terminate this Agreement by written notice to the other party.
  - h. A separate Annual Report will be prepared and distributed for each type of security pledge in effect for outstanding financing issues or Bonds of the Issuer.
  - i. Issuer will inform Continuing Disclosure Services of the retirement of any Bonds included under the scope of this Agreement within 30 days of such retirement.
4. In the event that Continuing Disclosure Services and the Issuer determine that advice of counsel is appropriate with respect to any question concerning disclosure, then (i) the Issuer may consult with its counsel, or (ii) the Issuer may authorize Continuing Disclosure Services to seek legal advice from independent counsel regarding the disclosure. The Issuer agrees that it shall be responsible for the fees and expenses of its own counsel. The Issuer agrees to reimburse Continuing Disclosure Services the fees and expenses of independent counsel, if paid by Continuing Disclosure Services, for advice rendered pursuant to authorization by the Issuer.
5. The Issuer agrees to hold harmless and to indemnify Continuing Disclosure Services and its employees, affiliates, officers, directors, and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever, including attorneys' fees and expenses ("Losses and Expenses") that Continuing Disclosure Services may incur by reason of or in connection with the distribution of information in the disclosure reports in accordance with this Agreement, except to the extent such Losses and Expenses result directly from Continuing Disclosure Services' willful misconduct or gross negligence in the distribution of such information.

In the event that such Losses and Expenses are attributable to the concurrent negligence or other fault of both the Issuer and Continuing Disclosure Services, each party shall bear proportionate responsibility for the degree of negligence or other fault attributable to each. Notwithstanding the foregoing, Continuing Disclosure Services, shall not be obligated to contribute any amount hereunder that exceeds the amount of fees previously received by Continuing Disclosure Services pursuant to this Agreement.

6. The fees and expenses due to Continuing Disclosure Services in providing Continuing Disclosure Services shall be calculated in accordance with Section 3a. of this Agreement. The fees will be invoiced each year during the term of the Agreement, unless terminated earlier, and fees will be payable within 30 days of receipt of invoice.

In addition, the Issuer agrees to reimburse Continuing Disclosure Services for the following expenses: (i) legal fees and expenses of counsel incurred by Continuing Disclosure Services pursuant to the terms of Section 4. above, and (ii) other out-of-pocket expenses reasonably incurred by Continuing Disclosure Services in performing its obligations hereunder. The Issuer shall remit payment for expenses to Continuing Disclosure Services within 30 days of receipt of invoice.

7. **Bonds Issued Subsequent to Agreement:** The provisions of this Agreement will include additional municipal bonds and financings (including financing lease obligations) issued during the stated term of this Agreement, if such bonds are subject to the continuing disclosure requirements. In this connection, the Issuer agrees that the Issuer will notify Continuing Disclosure Services of any municipal bonds and financing (including financing lease obligations) issued by the Issuer during any fiscal year of the Issuer during the term of this Agreement, and will provide Continuing Disclosure Services with such information as shall be necessary in order for Continuing Disclosure Services to perform the services contracted for hereunder.

8. **Effective Dates of Agreement:** This Agreement shall become effective as of the date of acceptance by the Issuer as set out below and remain in effect thereafter for a period of one (1) years from the date of acceptance. Unless Continuing Disclosure Services or Issuer shall notify the other party in writing at least thirty (30) days in advance of the applicable anniversary date that this Agreement will not be renewed, this Agreement will be automatically renewed on the anniversary of the date hereof for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date for successive one (1) year periods. This agreement may be terminated with or without cause by the Issuer or Continuing Disclosure Services upon thirty (30) days' written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to Continuing Disclosure Services for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated prior to its stated term, all records provided to Continuing Disclosure Services by the Issuer shall be returned to the Issuer as soon as practicable. In addition, the parties hereto agree that upon termination of this Agreement Continuing Disclosure Services shall have no continuing obligation to the Issuer regarding any service contemplated herein. Notwithstanding the foregoing, all indemnification, hold harmless and/or contribution obligations, pursuant to Section 5 of this Agreement, shall survive any termination, regardless of whether the termination occurs as a result of the expiration of the term hereof or the Agreement is terminated sooner by either the Issuer or Continuing Disclosure Services under this Section 8, pursuant to Subsection 3.g., or otherwise.

## 9. Provision of Notices

Provision of information, delivery of certification and notices of Events and noncompliance with the Rule, unless directed otherwise in writing, shall be sent to:

Port of Palm Beach District  
1 East 11<sup>th</sup> Street, Suite 600  
Riviera Beach, FL 33404  
Mr. Paul Zielinski  
Deputy Port Director and Chief Financial Officer  
Phone: (561) 383-4147  
Fax: (561) 842-4240  
Email: PZielinski@portofpalmbeach.com

HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc.

1201 Elm Street, 35<sup>th</sup> Floor  
Dallas, Texas 75270  
Attention: Tanya Calvit  
Director for Continuing Disclosure  
Phone: (214) 953-4037  
Fax: (214) 953-4050  
Email: [tanya.calvit@hilltopsecurities.com](mailto:tanya.calvit@hilltopsecurities.com)

**10. Choice of Law:** This Agreement shall be construed and given effect in accordance with the laws of the State of Texas.

## 11. Acceptance of Agreement

This Agreement is submitted in triplicate originals. When accepted by the Issuer, it will constitute the entire Agreement between the Issuer and Continuing Disclosure Services for the purposes and the consideration specified above.

Acceptance will be indicated on all copies and returned to Continuing Disclosure Services. An executed original will be returned for your files.

Respectfully submitted,

HTS Continuing Disclosure Services, a Division of  
Hilltop Securities Inc.

By \_\_\_\_\_  
Hill A. Feinberg  
Chairman and Chief Executive Officer

By \_\_\_\_\_  
Tanya Calvit  
Director

Date \_\_\_\_\_

ACCEPTANCE CLAUSE

The above and foregoing is hereby in all things accepted and approved by the Issuer, on this the \_\_\_\_\_ day of \_\_\_\_\_, **2018**.

By \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

TYCO IS NOW  
JOHNSON CONTROLS



April 3, 2018

Port Of Palm Beach  
1 E 11th St Bldg 1  
Riviera Beach, FL 33404

Dear Valued Customer:

Thank you for choosing Tyco SimplexGrinnell for the service and support of your fire and life safety systems. Your Tyco SimplexGrinnell Service Agreement is set to renew on June 1, 2018 with the following parameters:

Customer Number: Multiple, see attached  
Contract Number: Multiple, see attached  
Service Location: Multiple, see attached  
Systems Protected: Multiple, see attached  
Coverage Level: Multiple, see attached  
Term: 1 year  
Annual Price: Multiple, see attached

Please sign and return a copy of this letter prior to the contract renewal date stated above to avoid lapse in coverage. SimplexGrinnell terms and conditions will apply.

PO# (if required please attach) \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Please submit signed letter and/or PO using one of the methods listed below:

Mail: Johnson Controls d.b.a. Tyco SimplexGrinnell, 10500 University Center Drive Suite 275 Tampa, FL 33612

Fax: 813-971-8780

E-mail: [shervonn.hargrovekellogg@jci.com](mailto:shervonn.hargrovekellogg@jci.com)

Thank you for your continued business. Please feel free to contact us with any questions at 813-313-1632.

Sincerely,

Shervonn Kellogg

[shervonn.hargrovekellogg@jci.com](mailto:shervonn.hargrovekellogg@jci.com)

Johnson Controls d.b.a. Tyco SimplexGrinnell  
10500 University Center Drive Suite 275 Tampa, FL 33612  
813-313-1632

[www.johnsoncontrols.com](http://www.johnsoncontrols.com)

**SERVICE RENEWAL SUMMARY**

Site	Contract #	Contract Type	Location of Services	Annual Value	Service Type
1	469323	Platinum, Silver & Monitoring Service	Port Of Palm Beach, 1 E 11th St Bldg 1, Riviera Beach, FL 33404	\$9,782.22	Fire Alarm, Fire Alarm Monitoring, Fire Sprinkler, Fire Pump, & Suppression
2	469334	Platinum, Silver & Monitoring Service	Port Of Palm Beach, 4 E 11th St Bldg 4 Cruise Terminal, Riviera Beach, FL 33404	\$3,307.68	Fire Alarm, Fire Alarm Monitoring, Fire Sprinkler & Fire Pump
3	469353	Platinum, Silver & Monitoring Service	Port Of Palm Beach, 300 W Middle Rd Bldg 13 Port Operations Ctr, Riviera Beach, FL 33404	\$1,355.81	Fire Alarm, Fire Alarm Monitoring & Fire Sprinkler
4	469350	Platinum, Silver & Monitoring Service	Port Of Palm Beach, 100 W Middle Rd Bldg 12 Eastern Freight Office, Riviera Beach, FL 33404	\$1,026.17	Fire Alarm, Fire Alarm Monitoring & Fire Sprinkler
5	469348	Platinum & Monitoring Service	Port Of Palm Beach, 821 Ave E Customs/Tropical Bldg D/7 , Riviera Beach, FL 33404	\$1,104.82	Fire Alarm & Fire Alarm Monitoring
6	876872	Platinum, Silver & Monitoring Service	Port Of Palm Beach, 301 Broadway Southgate Warehouse, Riviera Beach, FL 33404	\$4,958.13	Fire Alarm, Fire Alarm Monitoring, Fire Sprinkler, Fire Pump, & Fire Hoses
7					
8					
9					
10					
11					
12					
13					



**POPB – MOC & Cruise Terminal.”**

One East 11<sup>th</sup> Street  
Riviera Beach, Florida 33404

**Location: POPB – MOC & Cruise Terminal.”**

One East 11<sup>th</sup> Street  
Riviera Beach, Florida 33404

Proposal 4191A-18  
Units: 3T/2H/1WC/3ESC

**Scope**

We will perform the State Mandated Elevator Inspection and Report in accordance with all the applicable codes in effect at the time of this submittal.

**Fee Schedule**

To perform the State Inspection and witness Annual Safety Test (escalator):	\$325.00 per unit
To perform the State Inspection and witness Annual Safety Test (elevator):	\$160.00 per unit
To witness Five-Year Safety Test with Inspection (if required):	\$95.00 per hour

**Re-Inspection If Required**

Customer must notify us when violations have been corrected as a re-inspection must be performed (within 90 days as required by law). Price of elevator re-inspection(s) is \$75.00 per unit. Price of escalator re-inspection(s) is based on violation(s) noted, but not to exceed \$150.00 per unit.

**Terms**

This agreement is effective for a five-year term commencing upon signature. We have given the Owner a discount for this Extended-Term Agreement. All quotes are based upon a maximum of one hour for annual tests per unit. All pricing is subject to an annual adjustment not to exceed 5% annually. We require a 48-hour notice of cancellation to avoid penalty.

**Payment Policy**

Payment in full is expected within 30 days of the time of service. In the event this account is assigned to a collection agency or an attorney for collection, the customer is responsible for payment of all attorney fees, court fees, filing fees, and any other costs associated with the collection process.

This is a legally binding contract and as such both parties agree to abide by all Terms and Conditions.

**PORT OF PALM BEACH  
CRUISE TERMINAL**

**LANDMARK ELEVATOR CONSULTANTS-SOUTH**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Craig S. Faux, Sr.  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title Date

Managing Principal March 8, 2018  
\_\_\_\_\_  
Title Date



A Quality Assurance Corporation

Port of Palm Beach  
Southgate Warehouse  
301 Broadway  
Riviera Beach, Florida 33404

Location: POPB Southgate Warehouse  
301 Broadway  
Riviera Beach, Florida 33404

Proposal 4766-18  
Units: 1H

**Scope**

We will perform the State Mandated Elevator Inspection and Report in accordance with all the applicable codes in effect at the time of this submittal.

**Fee Schedule**

To perform the State Inspection and witness Annual Safety Test: \$160.00 per unit  
To witness Five-Year Safety Test with Inspection (if required): \$95.00 per hour

**Re-Inspection If Required**

Customer must notify us when violations have been corrected as a re-inspection must be performed (within 90 days as required by law). Price of elevator re-inspection(s) is \$75.00 per unit.

**Terms**

This agreement is effective for a five-year term commencing upon signature. We have given the Owner a discount for this Extended-Term Agreement. All quotes are based upon a maximum of one hour for annual tests per unit. All pricing is subject to an annual adjustment not to exceed 5% annually. We require a 48-hour notice of cancellation to avoid penalty.

**Payment Policy**

Payment in full is expected within 30 days of the time of service. In the event this account is assigned to a collection agency or an attorney for collection, the customer is responsible for payment of all attorney fees, court fees, filing fees, and any other costs associated with the collection process.

This is a legally binding contract and as such both parties agree to abide by all Terms and Conditions.

**PORT OF PALM BEACH  
CRUISE TERMINAL**

**LANDMARK ELEVATOR CONSULTANTS-SOUTH**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Craig S. Faux, Sr.  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Managing Principal  
\_\_\_\_\_  
Title

March 8, 2018  
\_\_\_\_\_  
Date

**MAINTENANCE AGREEMENT**

AB.18.P096.1

April 3, 2018

Tracy Carey  
**Port of Palm Beach**  
One East 11<sup>th</sup> Street  
Riviera Beach, FL 33404

Power Secure Service, Inc. (PSS) shall perform the services as outlined below and in the attached Scope of Work documents. During the term of this agreement, PSS will provide these services during PSS normal working hours of 8:00 AM – 4:00 PM, Monday through Friday, unless otherwise specified.

**Equipment Maintenance Schedule and Fees: Agreement Good Through April 2, 2021**

<i>Location</i>	<i>Equipment</i>	<i>Type of Service</i>	<i>Total</i>	<i>Frequency</i>
One East 11th Street	Onan 750Kw	Annual Major	\$1,745.00	1
Riviera Beach, FL	DFHA	Minor Inspections	\$675.00	3 @ \$225.00 each
		Oil Sample	\$50.00	1
		Rupture Basin Test	\$95.00	1
		2 HR Load Bank	\$1,465.00	1
		4 HR Load Bank	\$1,665.00	Optional
	Kohler 800 kW	Annual Major	\$1,745.00	1
	#2187104	Quarterly Minor	\$675.00	3 @ \$225.00 each
		Oil Sample	\$50.00	1
		Rupture Basin Test	\$95.00	1
		2 HR Load Bank	\$1,515.00	1
		4 HR Load Bank	\$1,715.00	Optional
	Cummins 125 kW	Annual Major	\$385.00	1
	125DYD-15R	Minor Inspections	\$600.00	3 @ \$200.00 each
		Oil Sample	\$50.00	1
		2 HR Load Bank	\$560.00	1
		4 HR Load Bank	\$760.00	Optional

The above pricing for maintenance service is inclusive of all labor, parts, material, and travel costs. MAJOR inspections include replacement of engine oil, oil filters, fuel filters and water filters, as required by the manufacturer. MAJOR and MINOR services include a comprehensive inspection of all items as outlined in the attached Scope of Work documents, in compliance with NFPA 110. **Air Filters are NOT Included in PM Pricing.**

**\*Any Additional Time on Site Waiting for Site contact or Site Entrance will be billed at the Hourly Rate**

**\*If Customer requires any work to be done Energized then a second tech will be required and the cost of the job will be increased.**

**\*If Oil Prices rise during the life of this agreement we reserve the right to adjust pricing accordingly.**

**Recommended Fluid Sample Analyses:**

PSS highly recommends that samples of oil, coolant and diesel fuel be sent to an independent laboratory for evaluation at least once a year. Each of these fluids is vital to the reliable operation of generator systems. The spectrographic and chemical analysis of these fluids reveal internal condition of the engine, cooling system and fuel

**Mission Statement**

*To Offer the Highest Quality Service and Most Compelling Economic Value to Companies that Rely on Emergency Power to Protect & Preserve the Welfare of their Customers, Employees and Business*

system, providing the earliest detection of issues that can often be remediated well before they cause system failure requiring expensive repairs. The specific analyses recommended by PPT are as follows:

	Per Test	Customer Acceptance	
		Yes	No
<b>Oil:</b> Spec, Vis100C, and FTIR, Oxid, Nitr, F-Soot, %Water, %Fuel	\$50.00		
<b>Coolant:</b> Appearance, BP, FP, % Gly, PH, Nitrite, Reserve Alkalinity + Metals	\$55.00		
<b>Fuel:</b> FPPT Fuel - Appear, Bacteria, API Grav, Cetane, Dist, Flash, KF-PPM	\$225.00		

All pricing assumes the generators are no more than 480 Volts and are located at ground level with available parking for PSS's service vehicle within 50 ft. of the generator unit. If any assumption is not correct, PSS reserves the right to adjust pricing. **NOTE: Sales tax is not included in above pricing.**

**Scheduled Service Hourly Rates:**

Monday - Friday between the hours of 8 AM and 4 PM	\$105.00
Monday - Friday between the hours of 4 PM and 8 AM & all day Saturday	\$157.50
Monday between the hours of 12 AM and 8 AM	\$157.50
Sundays and Holidays	\$210.00
Mileage	\$2.00 / Mile

**Emergency Service Hourly Rates:**

Same Day On-Site Response – Standard Hours (8AM - 4PM)	\$157.50
Same Day On-Site Response – Non-Standard Hours	\$210.00
Service During Natural Disasters and Government Declared State of Emergencies	\$210.00
<i>Note: All Emergency Calls Subject to a 4 Hour Minimum Charge</i>	
Mileage	\$2.00 / Mile

FULL PAYMENT OF INVOICED SERVICES IS DUE UPON RECEIPT OF INVOICE. Finance charges will begin accruing at the rate of 18% per annum if not paid within 30 days of invoice date.

Power Secure Service (PSS) warrants its service labor for a period of ninety (90) days from the date service was performed. PSS's warranty related to defective equipment or parts is equal to the warranty provided by the manufacture of such equipment and parts, but in no event will it be less than 30 days from the date of installation.

In no event shall PSS be liable for incidental, consequential or punitive damages in connection with its services, unless such losses are solely the result of gross negligence or willful misconduct on the part of PSS. Further PSS's warranty for it labor shall not extend beyond the 90 day warranty period with respect to service that is required to repair or replace defective equipment or parts that may be under a manufacturer's warranty that extends beyond the 90 days from the date of installation.

This agreement becomes effective for 3 years at the date of signing and may be terminated by either party upon giving 30-days written notice. In no event shall Power Secure Services, Inc. be liable for any indirect, special or consequential damages, such as, but not limited to, loss of anticipated profits or other economic loss in connection with, or arising out of, furnishing, functioning or the use of any items of equipment or services provided for in this agreement. If the equipment is not available for service at the scheduled time, the customer will be billed time and travel costs. At the expiration of the original multi-year agreement, the agreement will be continued without interruption of service unless the customer notifies us in writing 30 days prior to expiration. At that time, a minimum of three percent increase may be implemented to continue current agreement.

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Customer agrees to indemnify PSS with respect to all claims, damage, liability, injury, or costs suffered by PSS, its employees, and/or its agents caused by Customer or Customer's employees, agents, or contractors. Likewise, Customer agrees to hold PSS harmless with respect to any and all damages liabilities, injuries, or costs caused by (i) Customer or Customer's employees, agents, or contractors, (ii) third-parties unrelated to PSS and Customer, (iii) acts of nature and acts of God, (iv) normal wear and tear, or (v) overload of equipment.

In the event that any litigation shall arise between the parties hereto, the party that prevails in such litigation shall be entitled to recover from the other party and shall be awarded from a court of competent jurisdiction, any and all fees and disbursements of trial and appellate counsel, paid, incurred or suffered as a result of arising from or in connection with any such litigation.

IT IS UNDERSTOOD THAT THIS AGREEMENT, WHICH SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF FLORIDA, SETS FORTH THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO.

If the agreement is not signed within 30 days from the date shown below, PSS reserves the right to adjust prices.

Customer: <b>Port of Palm Beach</b>	Name	<b>PowerSecure Service</b>
	Print Name	Andrew Britt
	Signature	<i>Andrew Britt</i>
	Date	4/3/2018

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