

AN ORDINANCE approving WPCP COMBINED HEAT & POWER SYSTEM MAINTENANCE AGREEMENT - \$228,705.00 between KRAFT POWER CORPORATION and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the WPCP COMBINED HEAT & POWER SYSTEM MAINTENANCE AGREEMENT - \$228,705.00 by and between KRAFT POWER CORPORATION and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary to provide scheduled maintenance and repairs on two (2) 400 kW generators installed by Kraft Power and one biogas conditioning equipment for the WPCP Combined Heat & Power System

involving a total cost of TWO HUNDRED TWENTY-EIGHT THOUSAND SEVEN HUNDRED FIVE AND 00/100 DOLLARS - (\$228,705.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.



**SERVICE AGREEMENT BETWEEN CITY OF FORT WAYNE AND
KRAFT POWER CORPORATION**

SUPPLIER NAME Kraft Power Corporation		CITY DEPARTMENT City Utilities Engineering	
STREET ADDRESS 199 Wildwood Ave.		STREET ADDRESS 200 E. Berry Street, Suite 250	
CITY, STATE, ZIP CODE Woburn, MA 01801		CITY, STATE, ZIP CODE Fort Wayne, IN 46802	
ATTENTION Owen M. Duffy, President		INVOICE ADDRESS 200 E. Berry Street, Suite 250	
TELEPHONE 989-748-4040	FAX 989-748-4042	CITY, STATE, ZIP CODE Fort Wayne, IN 46802	
REMIT-TO ADDRESS 2852 D&M Drive		ATTENTION Doug Fasick	
CITY, STATE, ZIP CODE Gaylord, MI 49735		TELEPHONE 260-427-5235	FAX 260-427-5235

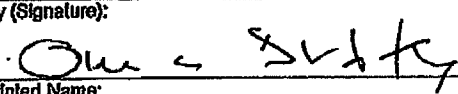
Service Description	Rates
Contracted services for the delivery of scheduled maintenance, repairs and service by Kraft Power Corporation on the Combined Heat and Power (CHP) system located at 2601 Dwenger Avenue. This maintenance agreement covers two (2) – 400 kW generators and reciprocating engines and gas conditioning equipment. Additionally, if necessary, top end engine overhauls for two (2) Guascor engines.	
Aggregate Price	\$228,705.00

The following Attachments are part of this Agreement:

- Exhibit A: Kraft Power Maintenance Contract
- Exhibit B: Gas Conditioning Equip. Proposal
- Exhibit C: Top End Overhaul Option
- Exhibit D: Standard Terms and Conditions

SERVICE ADDRESS 2601 Dwenger Ave.
CITY, STATE, ZIP CODE Fort Wayne, IN 46803
AGREEMENT START DATE November 1, 2016
AGREEMENT END DATE December 31, 2017

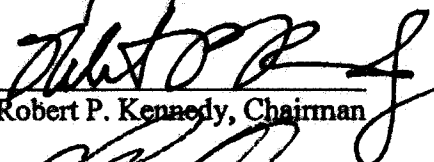
This Agreement is entered into between Supplier and the City as of November 1, 2016. The additional terms and conditions as attached hereof are part of this Agreement. Capitalized terms on this page are used as defined terms when the context so requires. The City may extend the Contract at its option, for an equivalent period, by written notice to the Supplier not less than thirty days prior to the expiration date.


SUPPLIER:	CITY OF FORT WAYNE:
By (Signature): 	By (Signature): See attached signature page
Printed Name: Owen Duffy	Printed Name:
Title: President	Title:
Date: 11- January 2017	Date:

Approval of Services Agreement between the City of Fort Wayne and Kraft Power Corporation for Scheduled Maintenance of two Kraft Biogas Generator Packages and Unison Biogas Conditioning Equipment located at the Water Pollution Control Plant. Compensation for services performed shall be \$228,705.00.

BOARD OF PUBLIC WORKS

Date: 1/18/17

BY: 
Robert P. Kennedy, Chairman

BY: 
Kumar Menon, Member

BY: 
Mike Avila, Member

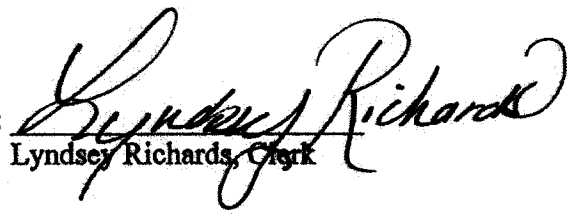
ATTEST: 
Lyndsey Richards, Clerk

Exhibit A: Kraft Power Maintenance Contract



CHP SYSTEM MAINTENANCE CONTRACT

THIS CHP SYSTEM MAINTENANCE CONTRACT (the "Contract") is entered into this _____ day of November, 2016, by and between Kraft Power Corporation, (hereinafter the "Supplier"), a Massachusetts corporation with a principal place of business at 199 Wildwood Avenue, Woburn, MA 01801 and City of Fort Wayne (hereinafter the "Customer"), located at 2601 Dwenger Avenue, Ft Wayne, IN 46803.

WHEREAS, Customer has a single CHP System (hereinafter the "CHP System"), installed at the following location (hereinafter the "Site"):

Fort Wayne WPCP
2601 Dwenger Avenue
Fort Wayne, IN 46803

WHEREAS, Customer wishes to provide for the orderly and proper care and maintenance of the CHP System, and the Supplier is willing to provide such maintenance, service and repair to Customer for the CHP System.

NOW, THEREFORE, in consideration of the foregoing, which shall be deemed to be a substantive part of this Contract, and the mutual covenants, promises, agreements, representations and assurances contained in this Contract, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1 Form of Contract

- 1.1 This Contract is a contract for the delivery of maintenance, repair and service by the Supplier for the CHP System, and is not, and shall not be construed, as an Energy Supply Contract.

2 Definitions

- 2.1 "Operational Hours" means the number of actual run hours of the CHP System.
- 2.2 "Supplier" means Kraft Power Corporation.
- 2.3 "Contract" means this document and its Appendices
- 2.4 "Customer" means City of Fort Wayne, Indiana
- 2.5 "CHP System" means the plant and equipment supplied by Kraft Power Corporation under a separate contract, and which constitutes all of the equipment covered under this Contract, including warranties for such equipment.
- 2.6 "Generated Power" shall mean the power measured at the generator terminals.
- 2.7 "Month" means a calendar month.
- 2.8 "Minimum Running Load" is the kW demand level below which the CHP System will shut down on low load.
- 2.9 "Work" shall mean all services, repairs and/or maintenance operations provided by the Supplier under this Contract.

3 Scope of Contract

- 3.1 Except as otherwise described herein, this Contract covers all service, repair and maintenance operations, including parts, materials, equipment and labor, required to ensure that the CHP System maximizes the number and availability of Operational Hours, and ensures the reliable, efficient, safe and cost effective operation of the CHP System as supplied.
- 3.2 All work performed hereunder by the Supplier shall be done by Kraft Power System's trained professionals. All workmanship shall conform to practices which are standard and customary in the trade and all work shall be performed by workers skilled in their fields.
- 3.3 Any alteration to local permitting requirements for environmental emissions from the CHP System that necessitates equipment replacement or modification is excluded from the scope of this Contract.
- 3.4 Scheduled maintenance is provided for under this Contract, as shown in Exhibit B, provided that the CHP System is operated in accordance with the instructions and software provided by the Supplier. Scheduled maintenance services provided for the charge shown in paragraph 5.3 include only those services shown on Exhibit B, and do not include overhauls or corrective repairs. Pricing for overhaul and corrective repair services shall be quoted as necessary. The Customer shall be liable for the additional cost of any repairs or maintenance required due to misuse, alteration or interference with the CHP System by any party other than the Supplier, and for excluded services as defined in Section 3.5. In the event that the Supplier and Customer cannot agree in advance upon responsibility for any additional costs pursuant to this Section, the Supplier may, and will have the right to provide necessary repairs, service and maintenance, notwithstanding the parties' dispute regarding financial responsibility for such work. Any disputes under this Section shall be resolved in accordance with Section 19 (Disputes) of this Contract.
- 3.5 This Contract does not cover any maintenance or repair which results, in whole or in part, from:
- a) Willful damage, misconduct, vandalism or other unauthorized acts by anyone other than Supplier or its agents;
 - b) Fire, theft, or other risks now or hereafter normally covered by an "all risks" policy of insurance, including extended coverage;
 - c) War, riots, civil commotion, flood, storm, earthquake, or any similar event;
 - d) Any alteration, addition to, substitution, repair, service or replacement of any part of the CHP System or related electrical, plumbing, or fuel connection not authorized by Supplier. Supplier acknowledges that the CHP System and related systems installed as of the first day of successful interconnection with the utility are installed in accordance with its requirements;
 - e) Any damage to the CHP System caused by fuel that is not in conformance with the manufacturer's fuel specification;
 - f) Any use of the CHP System in any manner other than its designated use, as defined in Exhibit A, and the manufacturer's documentation;
 - g) Customer's failure to perform any covenant contained in this Contract;
 - h) Any inaccuracies, improprieties, mishaps or issues related to the installation of other equipment or devices not approved by appropriate vendor or Supplier.

Furthermore, the following are expressly excluded from this Contract unless covered by the original manufacturers' warranty:

Complete replacement of the engine
Repair or replacement of the engine crankcase or crankshaft
Replacement or rewinding of the alternator (Generator)
Replacement of steam generator or chemicals for feed-water

Replacement of radiators or replacement of engine coolant.
Replacement of electrical components (electric motors, VFD's, breakers, control boards, etc.)

In the event of a disagreement between the parties as to whether replacement or repair of the engine or other component is appropriate, the parties agree to refer the matter to the manufacturer of the subject equipment, to share the cost of having the manufacturer's representative examine the subject equipment, and to abide by the recommendation of the manufacturer as to whether or not the subject equipment is capable, within commercially reasonable limitations, of being repaired to a state of useful operational effectiveness.

If Supplier undertakes repairs to the CHP System as the direct result of any of the acts and/or events excluded from coverage under this Section, Customer agrees to pay Supplier for materials, expenses and labor required for the repair at Supplier's then-effective rates.

3.6 Customer agrees that upon any parts replacement by Supplier, the parts or material removed shall become the property of Supplier. Supplier maintains sole, reasonable discretion as to repair or replacement of any portion of the CHP System. In the event that Supplier determines that it is necessary to replace any component, Supplier may at its sole, reasonable discretion supply a new or rebuilt component.

3.7 This Contract excludes the cost of meeting ongoing emissions requirements (including annual testing, if required, or other ongoing emission compliance measures). This Contract excludes the cost of periodic protective relaying testing or other ongoing utility or government compliance measures, if required.

3.8 The Supplier shall hold strategic spare parts for the CHP System on site or at its premises at its cost. If this Contract is cancelled prior to the end of its original or extended term, Customer will pay the Supplier for the spare parts deemed specific to this Contract prior to delivery of those spare parts to Customer FCA (Supplier's premises) in accordance with Incoterms 2010. It is hereby agreed that title to any parts supplied under this Contract shall pass from the Supplier to the Customer upon delivery FCA (Supplier's premises) in accordance with Incoterms 2010.

3.9 The CHP System will be connected via an Ethernet connection to the Supplier's remote monitoring system, which will provide data collection, analysis and reporting functions, and responses to all alarms raised by the CHP System. All equipment is provided and will be maintained by the Supplier, but the Ethernet connection will be provided and maintained in working order by the Customer.

3.10 Unless otherwise agreed by the parties, Supplier will perform scheduled maintenance tasks, including annual services and overhaul services, during the week (Monday through Friday) between the hours of 7:00 AM & 3:30 PM. Costs incurred for staff to provide productive work during the stipulated hours are not reimbursable by the Owner. Such costs may include, but are not limited to, overtime pay, overnight accommodations and meals. Major overhaul services may require the removal of part of the CHP System and transportation to Supplier's service facility.

3.11 Notices

Unless otherwise specified herein, all notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and shall be either delivered (i) in hand, (ii) by overnight courier, (iii) sent by certified or registered mail, return receipt requested, postage prepaid, or (iv) by email with a read receipt:

In the case of the Customer:

Brian Robinson

WPCP Superintendent
2601 Dwenger Ave
Ft Wayne, IN 46803

Office: 260-427-2607
Email: Brian.Robinson@cityoffortwayne.org

In the case of the Supplier:

Owen M. Duffy
President
Kraft Power Corporation
199 Wildwood Avenue
Woburn, MA 01888

Office: 781-938-9100
Fax: 781-933-7812
Email: oduffy@kraftpower.com

Any such notice shall be deemed given when so delivered in-hand, or if sent via telex, telecopy, facsimile, email, or by overnight courier when so received, or if mailed, three days after being deposited with the Postal Service.

4 Operation of the CHP System

- 4.1 Customer understands and agrees that when its need for power from the CHP system is less than 200kW, the CHP System cannot operate because it can only run at fifty percent (50%) or more of its 400kW capacity. Customer must supply its own source of power when its power needs are less than 200kW.
- 4.2 Customer understands and agrees that when the load is continuously less than 200kW for more than 30 minutes, or less than 100kW for 10 minutes, the CHP System will shut down. The minimum off time for the CHP System on low load shut down will be one hour.
- 4.3 Customer agrees to operate the two CHP units with equal load and run hours, to the maximum extent possible. The contract price offered in Section 5 is based on accomplishing maintenance to both machines in the same service intervals.

5 Contract Price

- 5.1 The price to undertake the maintenance and service plan detailed in Exhibit B of this Contract is broken into two elements, as stated in Section 5.2 through 5.3 below.
- 5.2 To account for the fixed costs associated with the services to be provided hereunder, regardless of utilization level, a fixed charge applies. This charge includes 24/7 monitoring, on-line alarm response (if needed), reports, management overheads, and plant preservation. It will be billed monthly:

Fixed Charge: \$600.00 / Month

- 5.3 The core element of the CHP System maintenance program is the scheduled servicing of the biogas fired engine and auxiliary systems, and includes consumable maintenance supplies including lubricating oil, and filters, and all scheduled maintenance shown in Exhibit B. It does not include repair or replacement of failed parts, components beyond the warranty period, or scheduled overhauls. Pricing for such additional work shall be quoted at Supplier's then current rates as necessary.

Scheduled Maintenance Annual Charge: \$60,000.00 per each of the two units which make up the CHP System, Invoiced in monthly equal instalments.

6 Payment

- 6.1 Payment shall be made against detailed, monthly invoices submitted promptly after the end of each calendar month of operation of the CHP System. Each invoice will contain an itemization of all charges for which payment is requested.
- 6.2 Payment shall be made within a maximum of thirty (30) days from receipt of invoice.
- 6.3 Hours of operation for purposes of Section 9.1 will be tracked and accessible through the CHP System.
- 6.4 In the event of any dispute regarding the invoiced amount, Customer shall pay the undisputed amount pending resolution of any disputed amount, and the disputed amount shall not be the subject of any interest or penalties if resolved between the parties themselves without arbitration.
- 6.5 Customer may request and Supplier shall deliver, within thirty (30) days of the request, any and all documents reasonably required by Customer in its discretion to confirm the accuracy of any Monthly Report and/or invoice. With notice to the Supplier, Customer reserves the right to postpone the start of processing of the invoice until all documents received. Customer reserves the right to engage the services of a company of its choice to audit and review the records of Supplier to ensure compliance with the terms and conditions of this Contract and Supplier shall assist all such efforts.

7 Performance

- 7.1 The design performance of the CHP System is contained in the Data Sheet (Exhibit A). The Data Sheet states the tolerances and standards that apply to the performance of the CHP System. Supplier warrants and represents herein that the information contained in Exhibit A is a fair and accurate accounting of such data.
- 7.2 The CHP System Performance will be dependent upon gas quality and availability. Supplier cannot guarantee CHP performance if gas does not meet manufacturer's required standard. Supplier reserves the right to renegotiate the cost of services provided based on oil analysis which indicates chronic deviation in gas quality.
- 7.3 Once each year at a suitable time when the capacity can be utilized, the CHP System will be tested on full load to verify continued performance within the tolerances stated. An allowance for degradation shall be made depending on how close the engine is to a major overhaul. The degradation allowances are set forth on the Data Sheet. Testing will be conducted using the instrumentation and PLC installed in the CHP System. It is accepted that variation in fuel specification will lead to variation in performance. The CHP system is only warranted to meet its rated performance when fuel is strictly in accordance with the engine vendor's specification.
- 7.4 The measurement of performance shall be from the metered data recorded or by calculation where a heat meter is not fitted and shall be calculated by adding the Generated Power to the Recovered Heat then dividing by the Consumed Gas. For simplicity, all energy measurement units shall be kWh.

8 Variations

- 8.1 From time-to-time the Supplier may offer enhancements to improve the efficiency, reliability or functionality of the installed system as such are developed. Also, the Customer may request modifications for similar reasons.
- 8.2 All such variations shall be fully priced and evaluated and a cost/benefit case made as appropriate to determine the impact of the variation on the installed system. Customer shall have no obligation to accept any additional services or variations from Supplier and Supplier shall obtain advance written approval from Customer prior to implementing any such variation for which additional costs are requested from Customer. Refusal by Customer to accept any such additional services or variations will in no way limit, modify or waive any obligation by Supplier to deliver any services or assurances provided by this Contract.
- 8.3 Work carried out to repair or otherwise correct damage caused by misuse, alteration or interference with the system by any party other than the Supplier shall be deemed a variation to the Contract for which additional charges will be paid by the Customer. Supplier shall provide Customer with advance notice and receive written approval from Customer of any additional charges prior to commencement of such work.
- 8.4 Work that is not covered by the basic charges set forth above in Section 5 will not be implemented without a written instruction from the Customer incorporating the agreed cost of the work to be performed.

9 Duration

- 9.1 The initial Contract term shall be for 8,760 operating hours on each engine or twelve (12) months from the Contract Start Date set forth in Section 9.2, whichever occurs first.
- 9.2 The "Contract Start Date" shall be the time the CHP System is first put to beneficial use, which shall be documented by the issuance of the Substantial Completion Certificate.
- 9.3 An extension to the Contract term may be negotiated at any time by mutual written agreement of the Supplier and the Customer. The hourly rate may vary depending upon the term of the proposed contract extension.
- 9.4 TERMINATION/SUSPENSION. Customer may terminate this Contract upon 30 days written notice to the Supplier. Customer shall pay Supplier for all Work rendered prior to termination.

10 Assignment and Subcontract

- 10.1 The Supplier may subcontract parts of its obligations under this Contract to appropriately qualified and approved organizations. All subcontractors attending the Site will identify themselves as representing Supplier. Customer reserves the right to withhold approval of any subcontractor, but will not exercise that right unreasonably.
- 10.2 The Customer shall be informed in writing and prior to any commencement of work of any subcontract operated under the Contract.
- 10.3 The Contract shall not be assigned by a Party in its entirety except with the prior written permission of the other Party, which shall not be unreasonably withheld.

11 Supplier's Obligations

- 11.1 The Supplier will maintain the CHP System and use its best efforts to ensure that the assurances on availability and performance are met as per the performance criteria set forth in Article 8 - Performance of this Contract.
- 11.2 The Supplier will provide continuous monitoring of the CHP System and be equipped to receive and interpret alarms.
- 11.3 The Supplier will provide a qualified on-line response to all alarms within four hours of receipt.

In the event of an emergency the Customer will have 24 hour access to the Supplier at these numbers in order of priority:

Site Monitoring Center # _____

- 11.4 The Supplier will report to the Customer each month on the performance of the CHP System.
- 11.5 Supplier shall provide Customer, on a monthly basis, with a statement designating the number of available, unavailable, scheduled outage and unscheduled outage hours for the CHP System for the preceding month and shall include for each unavailable period a description of the reason and responsibility for such unavailability.
- 11.6 The Supplier will ensure that all staff and subcontractors attending the CHP System will at all times abide by the site rules and regulations as provided from time to time by Customer. All work at the Customer's site will be conducted in a manner to avoid disruption of or interference with the business operations of the Customer. The Supplier shall be responsible to instruct, train and advise all of its employees and agents regarding all Customer rules and regulations and all local, state and national health and safety rules and regulations applicable to any work to be performed pursuant to this Contract. Supplier remains primarily responsible for this Contract and the actions of its employees, agents, and subcontractors.
- 11.7 Supplier shall provide any documentation, records or data reasonably requested by Customer relative to any aspect of the performance of this Contract.
- 11.8 The Supplier will ensure that the CHP System and Customer's property will be left in a clean and workmanlike condition on completion of Work under the Contract, and that all waste material generated will be removed and disposed of legally.
- 11.9 The Supplier will provide 48 hours advance notice to the Customer on each occasion that it intends to make a planned or unplanned visit to the site and Supplier shall leave a record of each visit prior to departure from the site.
- 11.10 For each incident of an outage, the Supplier will work cooperatively with the Customer to determine the root cause of the outage. The Supplier will prepare a report documenting their findings as to the cause of the outage. Where the cause is the responsibility of the Supplier, the Supplier will include a description of the remedy, associated outage time and any recommendation to prevent a repeat incident. This report is due within 2 working days of the identified cause of the outage.
- 11.11 INSURANCE. Supplier shall maintain in full force and effect during the performance of the Services the following insurance coverage:

(a)	Worker's Compensation	per statutory requirements.
(b)	General Liability	\$1,000,000 minimum per occurrence/

		\$1,000,000 aggregate (if the value of the project exceeds \$10,000,000 then this shall be \$5,000,000 aggregate)
(c)	Automobile Liability	\$1,000,000 minimum per occurrence
(d)	Products Liability	\$1,000,000 minimum per occurrence
(e)	Completed Operations Liability	\$1,000,000 minimum per occurrence

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of. All Certificates of Insurance should be sent to the following address:

City of Fort Wayne Purchasing Department
230 East Berry St.
Fort Wayne, IN 46802

Supplier shall provide Customer with 30 days notification of any non-renewal of required policies.

12 Independence of the Parties

Supplier, its agents, servants, employees and representatives are independent contractors with regard to performing this Contract. Nothing in this Contract in any way creates any agency or employment relationship between the Supplier or any of its employees, agents, representatives or servants, on the one hand, and the Customer, on the other hand.

Supplier certifies and warrants that neither it nor any of its directors, officers, agents, representatives or employees which will participate in any way in the performance of the Supplier's obligations hereunder has or will have any conflict of interest, direct or indirect, with the City of Fort Wayne or any of its departments, divisions, agencies, officers, directors or agents.

13 Customer's Obligations

- 13.1 Customer shall provide Supplier with utility prices applicable to the CHP System, these will include but not be limited to: Natural Gas, Imported Power, Demand Charges. Customer accepts that such charges will be used by Supplier to define economic operation of the system. Utility prices will be provided annually to coincide with Section 7 of this Contract.
- 13.2 Customer will provide reasonable access to the Supplier and its subcontractors, 24 hours per day and 365 days per year, to the CHP System for the purpose of maintaining, repairing, or inspecting the equipment, with Supplier providing advance verbal notice of each site visit.
- 13.3 Customer shall provide a continuous supply of fuel to the CHP System at Customer's cost.
- 13.4 Customer shall restrict access to the CHP System, its immediate environment, and to its interfaces with fuel supply and power delivery points, to adequately trained and knowledgeable persons. The Customer will post warning notices placed on or within the plant, and at the points of connection of the plant, and Customer will take reasonable steps to ensure that those notices are clearly visible at all times, and that the warnings and instructions on such notices are strictly adhered to.
- 13.5 For each incident of an outage, the Customer will work cooperatively with the Supplier to determine the root cause of the outage; The Customer will prepare a report documenting their findings as to the cause of the outage. Where the cause is the responsibility of the Customer, the Customer will include a description of the remedy, associated outage time and any recommendation to prevent a repeat

incident. This report is due within 2 working days of the identified cause of the outage.

13.6 Customer shall perform daily visual inspection of the CHP System and shall maintain a log of such inspections on a Supplier-provided form.

14 Access to Site

14.1 Procedures for access to site and reporting attendance shall be provided by the Customer, as will any security passes needed for vehicles and individuals regularly attending the CHP System installation and maintenance.

14.2 Within 30 minutes of arrival on site during normal working hours and with advance notice of the arrival time, the Supplier's agent shall be given access to the CHP System.

14.3 When the Site is closed or unoccupied and access to the Site is required by Supplier, a procedure shall be provided by the Customer to allow access to the Supplier within two hours of telephone contact being made and within 30 minutes of arrival at the Site.

15 Force Majeure

Supplier will make reasonable commercial efforts to observe the dates indicated for delivery or other performance. Supplier shall be excused and shall not be liable for delays in delivery or in performance or failure to deliver due to any cause not within Supplier's reasonable control, which causes include but are not limited to, strikes; slow-downs; lockouts; riots; civil unrest; war (declared or undeclared); terrorism; fire, severe weather, volcanoes and acts of God. Supplier's performance shall be deemed suspended during any such excusable delay and for a reasonable period of time thereafter and Customer shall accept performance hereunder. No penalty of any kind nor shall any liquidated damages be effective against nor be paid by Supplier for any delays in performance, whether or not such delays are based on an excusable delay. As used herein, "performance" includes, without limitation, engineering, design, fabrication, shipment, delivery, assembly, installation, testing, and warranty repair or replacement as applicable. If any such delay lasts for a period longer than ninety (90) days in the aggregate, then the Parties agree that this Contract shall be considered cancelled for convenience in accordance with Section 11.

16 Liability

16.1 INDEMNITY. To the fullest extent permitted by law, each party shall indemnify and save harmless the other party from and against loss, liability, and damages sustained by that other party, its agents, employees, and representatives by reason of injury or death to persons or damage to property to the extent caused directly by the willful or negligent errors or omissions of the indemnifying party, its agents or employees.

16.2 LIMITATION OF LIABILITY. Each party's liability to the other party for any loss, cost, claim, damage, or expense (including attorneys' fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Contract, shall be limited to the amount of direct damage actually incurred. Neither party shall be liable to the other or to anyone else for any consequential, special, punitive or indirect damages.

17 Intellectual Property

All Intellectual Property owned by the Supplier shall continue to be the sole property of the Supplier. Intellectual Property includes all patents, copyright materials, and design rights.

18 Confidentiality

18.1 The parties recognize that in the course of their relationship, Supplier may disclose to Customer, and Customer will have, and will continue to have access to certain Confidential Information (as defined below) belonging to Supplier, and that Supplier desires that any such Confidential Information remain confidential. Customer agrees not to disclose Supplier's Confidential Information to any Person (as defined herein) and will use the same means it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and to protect the confidentiality of Supplier's Confidential Information. The foregoing will not prevent Customer from disclosing Confidential Information which belongs to Supplier that is (i) already known by Customer without an obligation of confidentiality, (ii) publicly known or becomes publicly known through no unauthorized act of Customer, (iii) rightfully received from a third party who received the Confidential Information without similar restrictions, (iv) independently developed by Customer without use of Supplier's Confidential Information, (v) authorized by Supplier for disclosure, or (vi) required to be disclosed pursuant to a requirement of a governmental agency, court order, so long as Customer provides Supplier with notice of such requirement prior to any such disclosure. This language may conflict with the Freedom of Information Act that City Utilities must abide by.

18.2 Confidential Information means:

A. Information related to Supplier or any business entity which controls, is controlled by, or is under common control with Supplier ("Affiliate"),

(i) Which derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and

(ii) Which is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and

B. All tangible reproductions or embodiments of such information.

Confidential Information includes, but is not limited to, all business records, trade secrets, business plans, know-how, marketing plans, strategies and ideas, lists or compilations of information, supplier contacts, or service partners, financial information, personnel data, existing or future products or services; and any information contained in any documents prepared by or for Supplier, at Supplier's expense or otherwise in furtherance of Supplier's business which it does not make known to the public. Confidential Information also includes information, which has been disclosed to Supplier or its Affiliates by a third party and that Supplier or any Affiliate is obligated to treat as confidential

18.3 Customer shall hold the Confidential Information in trust and in strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Confidential Information except as provided herein. Supplier reserves the right to either not give Customer a copy of its Confidential Information or require Customer to return all copies once Customer has reviewed the Confidential Information,

18.4 Customer may disclose the Confidential Information to its employees, officials, board members, auditors, and consultants, in each case on a "need to know" basis. Customer will notify Supplier if it receives any requests that call for the release of Supplier's Confidential Information.

18.5 Nothing contained in this Contract shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to Customer. All Confidential Information shall remain the property of Supplier and shall be returned by Customer to Supplier upon request. All notes, abstracts, memoranda, or other documents prepared by Customer that contain Confidential Information or any discussion thereof, except as relates to the operation, maintenance or ownership of the CHP System, shall be destroyed or returned to Supplier upon written request by Supplier. Customer will certify to Supplier that it has complied fully with Supplier's instructions and has not retained any portion of the Confidential Information. However, upon termination of this Contract due to Supplier's default, and/or completion of the Contract term, Customer will be allowed to retain such service manuals as it needs to maintain the operation of the CHP System.

18.6 The Customer shall not unreasonably withhold permission for the Supplier to use details of the CHP System installation and its operation for marketing and publicity purposes. Supplier will give Customer notice prior to bringing any visitors to see the CHP System as long as it does not jeopardize security of the system and facility that would affect the health and safety of the community

18.7 The Customer shall give reasonable access, on receiving a minimum of seven (7) day notice, for visits by interested parties to the Site and CHP System conducted by the Supplier for marketing purposes. The Customer reserves the rights to limit the number of visits or frequency of visits, refuse parties and refuse dates that conflict with plant operation schedule or jeopardize plant security.

19 Disputes

19.1 If any dispute arises between the Customer and the Supplier, the party identifying such dispute shall notify the other in writing, specifying the nature of the dispute ("Matter in Dispute").

19.2 Should the Customer and the Supplier fail to agree on a solution to the Matter in Dispute, in writing, within ten (10) business days of the notice referred to in Section 19.1 either party may refer the Matter in Dispute to their respective CEO or other senior executive/manager together with any correspondence, agreed minutes of meetings and agreed notes of discussions between the parties relating to the Matter in Dispute, who shall then attempt to resolve the Matter in Dispute in good faith within ten (10) business days from the date of the referral.

19.3 Where the circumstances so require, the parties shall use all reasonable efforts to expedite the above procedure.

19.4 If agreement is reached on the Matter in Dispute pursuant to Section 19.2 each party shall promptly comply with its obligations as set out in the written record of such agreement. If a solution to the Matter in Dispute has not been agreed in writing within twenty-five (25) business days of service of the notice referred to in Section 19.1, either party may take such lawful action as they may deem necessary or appropriate to protect or enforce their rights under this Contract.

20 Governing Law

20.1 This Contract shall be governed by and construed in all respects in accordance with the Laws of the State of Indiana.

20.2 It is the desire and intent of the parties that the provisions of this Contract shall be enforced to the fullest extent permissible. Accordingly, if any particular paragraph(s), subparagraph(s), or portion(s) of this Contract shall be adjudicated



Packaged CHP System - Data Sheet

Model: KGBL-400-4SH

Sewage (Bio) Gas

Issue
1

CHP SYSTEM PERFORMANCE

Performance and Efficiency		100%	80%	60%	40%
Power Output [1] [2]	kWe	400	320	240	NA
Heat Output as Hot Water [3][7]	BTU/hr x 1000	1,666	1,310	1,166	
Heat in Exhaust	To 325°F BTU/hr x 1000	0	0	0	
Total Useable Energy (max) [5]	BTU/hr x 1000	2,932	2,335	1,744	
Heat in Secondary [3]	BTU/hr x 1000	435	321	218	
Fuel Input (LHV) [4]	BTU/hr x 1000	3,869	3,054	2,257	
Generating Efficiency	%	35.3	33.6	30.3	
Heating Efficiency [3][4]	%	40.5	42.9	47.0	
Plant Efficiency	%	75.8	76.5	77.3	

ENGINE / GENERATOR DETAILS

Engine Manufacturer / Model		GUASCOR SFGLD 240 IC-G-B-24-042	
Engine Speed (rpm)	1800	Fuel Energy (LHV) (BTU/ft ³)	580
Primary / Secondary Temp (°F)	194 / 131	Power Rating According To	ISO3046/1
Cylinder Arrangement	InLine 8	Emissions Data [8] (@ 5%O ₂)	
Swept Volume (In ³)	1465	NOx Emissions (g/bHPH)	1
Gas Pressure - Min / Max (PSI)	0.73 / 3.48	CO Emissions (g/bHPH)	<1.8
Generator Output (V/Ph/Hz)	480 / 3 / 60	NMHC Emissions (g/bHPH)	<0.7

CHP PACKAGE DATA

		Dimensions	
Hot Water Flow/Return (°F)	188 / 170	Size - L / W / H [8] (ft)	40 / 8 / 9.5
Hot Water Flowrate (Est) (gpm)	175		
Noise dB(A) at 33 ft	75	Estimated Weight (lbs)	43,659

Notes:

- [1] Overload not allowed
- [2] Gross output rated for:

Ambient	25 °C	(77°F)
Altitude	<500m	(<1640 ft)
- [3] Thermal tolerance - Of full load data ± 8%
- [4] Fuel input tolerance - Of full load data + 5%
- [5] Summation of electrical power, heat to hot water (and heat to steam were applicable).
- [6] Additional Emission Treatment None
- [7] Primary heat recovery taken from JW+Exh
- [8] All Dimensions Indicative

 	GROUP	GAS	PRODUCT INFORMATION	INDEX
	IC		IC-G-B-24-042	C
POWER RATING			DATE	
			20/04/06	
			DEP.	2

GENSET:	SFGLD 240	SPEED:	1800
JACKET WATER TEMPERATURE(°F):	194	FUEL TYPE:	SEWAGE GAS
INTERCOOLER WATER TEMP(°F):	181		

APPLICATION:	CONTINUOUS	COMPRESSION RATIO:	11,6:1
COOLING SYSTEM:	TWO CIRCUITS	REGULATION:	Electronic
EXHAUST MANIFOLD TYPE:	WATER COOLED	IGNITION TIMING:	12°
EMISSIONS:		MAX. BACK PRESSURE:	18 "H ₂ O (450 mmH ₂ O)
	NOX g/bHP-hr	AMBIENT CONDITIONS ISO 3046/1:	
	CO g/bHP-hr	Atmospheric pressure ("Hg)=	30 (100)
	NMHC g/bHP-hr	Ambient temperature (°F)=	77 (25)
		Relative humidity (%)=	30

LOAD	POWER RATING (4)	%	PARTIAL LOADS			
			NOMINAL	80%	60%	40%
MECHANICAL POWER	(3, 4, 5)	BHP (KW/h)	607 (453)	485 (362)	365 (272)	243 (181)
BMEP		psi (bar)	0 (12.6)	147 (10.1)	110 (7.6)	73 (5.0)
ELECTRICAL POWER (cosφ 1)		KWe	435,0	348,0	260,0	172,0
ELECTRICAL POWER (cosφ 0,8)		KW _e	429,0	344,0	258,0	171,0
FUEL CONSUMPTION	(1)	BTU/bHP-hr (KW)	6813 (1212)	7071 (1005)	7460 (798)	8313 (592)
THERMAL EFFICIENCY		%	37	36,0	34	31
ELECTRICAL EFFICIENCY (cosφ 1)		%	35,9	34,6	32,6	29,1
HEAT IN MAIN WATER CIRCUIT	(1)	BTU/min (KW)	16440 (289)	14390 (253)	12510 (220)	10920 (192)
HEAT IN SECONDARY WATER CIRCUIT	(1)	BTU/min (KW)	7885 (139)	6199 (108)	4669 (82)	3185 (56)
HEAT IN CHARGE COOLER	(2)	BTU/min (KW)	4498 (79)	2957 (52)	1649 (29)	512 (9)
HEAT IN OIL COOLER	(3)	BTU/min (KW)	3412 (60)	3242 (57)	3014 (53)	2673 (47)
HEAT IN EXHAUST GASES (25 °C)	(1)	BTU/min (KW)	17690 (311)	14900 (262)	11940 (210)	8760 (154)
HEAT IN EXHAUST GASES (120 °C)	(1)	BTU/min (KW)	13420 (236)	11370 (200)	9210 (162)	6780 (119)
EXHAUST GAS TEMPERATURE	(1)	°F (°C)	786 (418)	802 (428)	820 (438)	829 (443)
HEAT TO RADIATION	(1)	BTU/min (KW)	1137 (20)	1081 (19)	796 (14)	512 (9)
CARBURETION SETTINGS (2)						
O ₂ TO EXHAUST (DRY) (ONLY A REFERENCE)		%	7,8	7,6	7,5	7,3
MASS FLOWS						
INTAKE AIR FLOW	(1)	lb/h (Kg/h)	4970 (2250)	4070 (1840)	3190 (1450)	2300 (1040)
EXHAUST GAS FLOW (WET)	(1)	lb/h (Kg/h)	5460 (2480)	4470 (2030)	3510 (1590)	2540 (1150)

NOTES:

- 100% LOAD TOLERANCES:
 FUEL CONSUMPTION ±5%,
 COOLING CIRCUIT AND EXHAUST GASES ± 8%, RADIATION ±25%
 EXHAUST TEMPERATURE ±20°C, MASS FLOWS ± 10%.
- THE ENGINE PERFORMANCE DATA, TIMING ADVANCE AND CARBURETION SETTINGS ARE VALID FOR A GAS THAT FULFILLS THE REQUIREMENTS DEFINED IN IC-G-D-30-001 AND IC-G-D-30-003. HEAT BALANCE FOR A REFERENCE GAS: CH₄ 62,5%, CO₂ 36%, N₂ 1,5%.
- NET POWER, MECHANICAL PUMPS NOT INCLUDED.
- POWERS ARE VALID FOR AMBIENT TEMP.=77°F (25 °C) AND AN ALTITUDE OF =1640ft (500 m). SEE OTHER CONDITIONS IN IC-G-B-00-001
- OVERLOAD NOT ALLOWED
- THE SPECIFICATIONS AND MATERIALS ARE SUBJECT TO CHANGE WITHOUT NOTIFICATION
- A ENGINE WITH INLET OR OUTPUT RESTRICTION OVER PUBLISHED LIMITS, OR WITH INADEQUATE MAINTENANCE OR INSTALLATION CAN MODIFY POWER RATING DATA.
- NON METHAN HYDROCARBONS
- ALTERNATOR VOLTAGE 440 V



Packaged CHP System - Data Sheet

Model: KGGL-400-4SH

Natural Gas

Issue
1

CHP SYSTEM PERFORMANCE

Performance and Efficiency		100%	80%	60%	40%
Power Output [1] [2]	kWe	400	320	240	NA
Heat Output as Hot Water [3][7]	BTU/hr x 1000	1,605	1,363	1,105	
Heat In Exhaust To 248°F	BTU/hr x 1000	0	0	0	
Total Useable Energy (max) [6]	BTU/hr x 1000	2,971	2,456	1,924	
Heat in Secondary [3]	BTU/hr x 1000	406	310	227	
Fuel Input (LHV) [4]	BTU/hr x 1000	3,841	3,142	2,456	
Generating Efficiency	%	35.6	34.8	33.4	
Heating Efficiency [3][4]	%	41.8	43.4	45.0	
Plant Efficiency	%	77.4	78.2	78.3	

ENGINE / GENERATOR DETAILS

Engine Manufacturer / Model	GUASCOR SFGLD 240 IC-G-B-24-033		
Engine Speed (rpm)	1800	Fuel Energy (LHV) (BTU/ft ³)	931
Primary / Secondary Temp (°F)	194 / 131	Power Rating According To	ISO3046/1
Cylinder Arrangement	InLine 8	Emissions Data: [6] (@ 5%O ₂)	
Swept Volume (In ³)	1465	NOx Emissions (g/bHP-h)	1
Gas Pressure - Min / Max (PSI)	0.73 / 3.48	CO Emissions (g/bHP-h)	<1.8
Generator Output (V/Ph/Hz)	480 / 3 / 60	NMHC Emissions (g/bHP-h)	<0.7

CHP PACKAGE DATA


		Dimensions	
Hot Water Flow/Return (°F)	188 / 170	Size - L / W / H [8] (ft)	40 / 8 / 9.5
Hot Water Flowrate (Est) (gpm)	175		
Noise dB(A) at 33 ft	75	Estimated Weight (lbs)	43,659

Notes:

- [1] Overload not allowed
- [2] Gross output rated for:

Ambient	25 °C	(77°)
Altitude	<500m	(<1640 ft)
- [3] Thermal tolerance - Of full load data ± 8%
- [4] Fuel Input tolerance - Of full load data + 5%
- [5] Summation of electrical power, heat to hot water (and heat to steam were applicable).
- [6] Additional Emission Treatment None
- [7] Primary heat recovery taken from JW+Exh
- [8] All Dimensions Indicative

NG436-2B-1 SFGLD 240-1800

	GROUP	GAS	PRODUCT INFORMATION	INDEX
	IC		IC-G-B-24-033	
	POWER RATING			DATE
			DEF.	2

ENGINE:	SFGLD 240	SPEED:	1800
JACKET WATER TEMPERATURE(°F):	194	FUEL TYPE:	Natural Gas
INTERCOOLER WATER TEMP(°F):	131		

APPLICATION:	CONTINUOUS	COMPRESSION RATIO:	11.8:1
COOLING SYSTEM:	TWO CIRCUITS	REGULATION:	Electronic
EXHAUST MANIFOLD TYPE:	WATER COOLED	IGNITION TIMING:	12°
EMISSIONS:		MAX. BACK PRESSURE:	18 "H ₂ O
NOX	gr/bhp-h	<1	
CO	gr/bhp-h(8)	<1.9	
NMHC	gr/bhp-h	<1	
AMBIENT CONDITIONS ISO 3046/1:		Atmospheric pressure ("Hg)=	30
		Ambient temperature (°F)=	77
		Relative humidity (%)=	30

POWER RATING (4)			NOMINAL	PARTIAL LOADS		
LOAD		%	100%	80%	60%	40%
MECHANICAL POWER	(3, 4, 5)	BHP	807	485	305	243
BMEP		psi	183	183	110	373
FUEL CONSUMPTION	(1)	Btu/bhp-hour	6999	7176	7886	7834
THERMAL EFFICIENCY		%	36,4	35,5	34,4	32,0
HEAT IN MAIN WATER CIRCUIT	(1)	BTU/min	19481	18850	13459	10163
HEAT IN SECONDARY WATER CIRCUIT	(1)	BTU/min	7734	5914	4208	3071
HEAT IN CHARGE COOLER	(1)	BTU/min	4560	2900	1479	455
HEAT IN OIL COOLER	(1)	BTU/min	3185	3014	2730	2616
HEAT IN EXHAUST GASES (77°F)	(1)	BTU/min	16687	13889	10985	7921
HEAT IN EXHAUST GASES (244°F)	(1)	BTU/min	12471	10488	8377	6072
EXHAUST GAS TEMPERATURE	(1)	°F	754	775	795	810
HEAT TO RADIATION	(1)	BTU/min	1137	957	786	582
CARBURETION SETTINGS (2)						
O ₂ TO EXHAUST(DRY)(ONLY A REFERENCE)		%	8,7	8,4	8,1	7,7
MASS FLOWS						
INTAKE AIR FLOW	(1)	lb/h	5170	4170	3210	2260
EXHAUST GAS FLOW (WET)	(1)	lb/h	5380	4340	3340	2360

NOTES:

- 100% LOAD TOLERANCES:
 FUEL CONSUMPTION ±5%,
 COOLING CIRCUIT AND EXHAUST GASES ± 16%, RADIATION ±25%
 EXHAUST TEMPERATURE ±20°C, MASS FLOWS ± 10%.
- THE ENGINE PERFORMANCE DATA, TIMING ADVANCE AND CARBURETION SETTINGS ARE VALID FOR A GAS THAT FULFILLS THE REQUIREMENTS DEFINED IN IC-G-D-30-001, IC-G-D-30-002, IC-G-D-30-003 AND IC-G-D-30-004
- NET POWER, MECHANICAL PUMPS NOT INCLUDED.
- POWERS ARE VALID FOR AMBIENT TEMP.< 77°F AND AN ALTITUDE OF < 16400. OTHER CONDITIONS IN IC-G-B-00-001
- OVERLOAD NOT ALLOWED
- THE SPECIFICATIONS AND MATERIALS ARE SUBJECT TO CHANGE WITHOUT NOTIFICATION
- A ENGINE WITH INLET OR OUTPUT RESTRICTION OVER PUBLISHED LIMITS, OR WITH INADEQUATE MAINTENANCE OR INSTALLATION CAN MODIFY POWER RATING DATA.

DRESSER-RAND.
 Guascor Engines & Generators

PRODUCT INFORMATION	INDEX	DATE	Dep. 2
IO-G-M-00-074e		October 2013	
MAINTENANCE OF NATURAL GAS AND BIOGAS FG/FGLD ENGINE 1800 RPM			

O&M MM 19.09.251_12_2014

Job	Interval	Job Description
E1	According SH2 content see chart oil change	- Analyse waste oil
		- Change oil GUASCOR MOTOROIL (oil sump and cooler)
		- Change oil filters
E2	1,000 h	- Clean the metallic sponge of the oil purifier
		- Clean the oil centrifuge filter, film-thickness measurement and change the paper filter (¹⁰ µm)
		- Measure crankcase pressure
		- Check air/fuel ratio
		- Adjust air/fuel ratio to full load (*), if necessary
		- Inspect the air filters
		- Adjustment of rocker arms and valve lifters. Measure valve height
		- Check safety devices and connections: temperature and pressure switches and probes
		- Check battery acid level
		- Check battery and starter connections
- Inspection of high voltage wires of the ignition system		
E3	2,000 h	- Change the filter of crankcase gases recirculation system and clean this circuit (¹⁰ µm)
E4	4,000 h or once a year	- Verify the ignition timing
		- Check damper temperature
		- Change air filters
		- Check gaskets in the rocker arm covers
		- Disassemble, clean and adjust all the speed and ignition pick-ups
		- Measure the exhaust back-pressure
		- Change coolant
		- Verify the tightening torque of knocking sensors on stud head (20 Nm) (¹⁰ µm)
- Check the axial clearance, radial clearance and condition of the turbocharger vanes		

Exhibit B: Gas Conditioning Equipment Proposal



November 17, 2016

Doug Fasick
Ft. Wayne WPCP
2225 Dwenger Ave.
Ft. Wayne, IN

RE: Gas Skid Scheduled Maintenance

Doug,

Kraft Power is pleased to provide the following proposal for your review.

Kraft Power Corporation will do all scheduled maintenance on the Unison gas skid, on a per visit cost, per the scope below, estimate 6-8 trips per year.

Kraft Power will supply Blower oil and grease, H₂s levels will be checked by Draeger tube at the inlet of the filter and at the Discharge of Gas Skid/Inlet of Generator engine, to determine the operating condition of the H₂s filter, this will help to determine the frequency of changing the media in the H₂s filter.

Gas sampling of the Siloxane filter will be quoted as an additional item to be billed at time of testing, testing is done this way because we don't know how many tests will be needed to determine the change interval for the media, it will require from 3-6 tests the first year and likely 1-2 times a year after the first year, it is also recommended to test the major components yearly and the VOC's should be checked at least once the first year to set a base line for the system

The gas skids will be checked at each oil change interval for the CHP Generators, all maintenance will be performed per Unison's recommended service intervals.

Gas Skid Maintenance Scope

1. Verify full set of data prior to service
2. Inspect lids on conduit fittings for corrosion and clean and re-grease as necessary
3. Check and clean all strainers as necessary
4. Verify chilled water supply temperature and adjust liquid flow as necessary
6. Check freeze point of the chilled water mixture and make recommendations as necessary
6. Perform glycol chiller maintenance checks
7. Check 480V, 3 Ø surge suppresser in gas conditioning system control panel

Kraft Power Corporation • 2852 D&M Drive • Gaylord, MI 49735
Tel 989-748-4040 • Fax 989-748-4042 • www.KraftPower.com

8. Check 120V surge suppresser in gas conditioning system control panel
9. Check gas conditioning control panel fuses to ensure all are still intact
10. Check gas conditioning control panel push to test lights to ensure bulbs are still intact
11. Verify operation of ventilation fan in control panel
12. Inspect control panel cabinet door gasket, make recommendations as necessary
13. Check blower belt and re-tension as necessary (replacement belts not included)
14. Check motor/blower alignment and remedy as necessary
15. Grease bearings on each end of blower motor
16. Check flexible hoses for wear, make recommendations as necessary
17. H2S testing for pre-skid and post-skid 10 times per year, to be done at engine service intervals.

Cost per above scope: \$1,520.00

1. Oil and grease to service blower 3 times a year per oil change requirements.
2. Re-grease drive side of blower and change blower gearbox oil

Added Cost 3 times/year for above: \$275.00

GAS TESTING COSTS

Gas Test Major Components: \$550.00

Gas Test Siloxanes:\$618.00

Gas Test Sulfur:\$670.00

Gas Test VOC's:\$675.00

Gas Test All (includes all of the above):\$2,300.00

Shipping (per test kit): \$40.00

Kraft Power can also work with customer to provide servicing the vessels and changing the media (quoted per incident) if so desired.

Customer is responsible for disposal of used media.

Kraft Power Corporation • 2852 D&M Drive • Gaylord, MI 49735
Tel 989-748-4040 • Fax 989-748-4042 • www.KraftPower.com

I thank you for the opportunity to quoted this project, and look forward to working with you on this project.

If you have any questions please feel free to contact me at your convenience.

Sincerely,
Kraft Power Corporation, Gaylord, Mi.



Tom Rodgers
Kraft Power Corporation
trodgers@kraftpower.com
www.kraftpower.com



Power Systems Specialists since 1965

Cc: Owen Duffy, Chris Stemper, Amanda Foust, Roberta Dearden, Mike McDonald

Kraft Power Corporation • 2852 D&M Drive • Gaylord, MI 49735
Tel 989-748-4040 • Fax 989-748-4042 • www.KraftPower.com

Exhibit C: Top End Overhaul Option



November 17, 2016

Doug Fasick
Ft. Wayne WPCP
2225 Dwenger Aye.
Ft. Wayne, IN

RE: 2017 Top End Overhaul Options

Doug,

Kraft Power is pleased to provide the following proposal for your review.

Option #1 Top End Overhaul Rebuilding Customers Heads:

Kraft Power will travel to and from your location in Ft. Wayne IN. to remove the existing cylinder heads off of the engine being serviced,

Cylinder heads will be boxed up and shipped to our overhaul facility in Massillon Ohio to be torn down and rebuilt, this process will take 7-10 days depending on shop load at the time.

Kraft Power Technician will clean and prep engine for installation of new heads, then travel home awaiting availability of customer's heads.

This option is going to cost more due to the fact that we have to travel to and from the site twice to complete the job and the unit will be down 2-3 weeks to complete.

COST Option 1: \$27,825.00

Option #2 Top End Overhaul KPC Rebuilt Heads:

Kraft Power will travel to and from your location in Ft. Wayne IN.

Kraft Power will supply two technicians to remove the existing cylinder heads, clean and prep engine block, install rebuilt heads, startup engine.

This process will take two days to complete, the engine will be shut down Tuesday Morning and if all goes well and no additional issues are found the unit will be started back up on Wednesday afternoon, Technician will check unit on Thursday morning to make sure there are no coolant leaks or other issues.

This option has a \$12,000.00 core charge associated with it that will be reimbursed to the customer after inspection of the heads coming off the engine to determine if the cores are within re-build specifications.

COST Option 2: \$26,350.00

Kraft Power Corporation • 2852 D&M Drive • Gaylord, MI 49735
Tel 989-748-4040 • Fax 989-748-4042 • www.KraftPower.com

Core Charge: \$12,000.00

Option #3 Top End Overhaul New Heads:

Kraft Power will travel to and from your location in Ft. Wayne IN.

Kraft Power will supply two technicians to remove the existing cylinder heads, clean and prep engine block, install "NEW OEM" heads, startup engine.

This process will take two days to complete, the engine will be shut down Tuesday Morning and if all goes well and no additional issues are found the unit will be started back up on Wednesday afternoon, Technician will check unit on Thursday morning to make sure there are no coolant leaks or other issues.

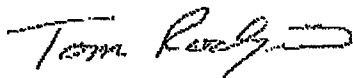
This option leaves the customer owning a complete set of eight (8) re-buildable cores that can be re-built for the next unit, after overhaul of the second unit the customer still has eight (8) cores for inventory that can be re-built and used for future engines or for cylinder head failures in the future.

COST Option 3: \$37,570.00

I thank you for the opportunity to quote this project, and look forward to working with you on this project.

If you have any questions please feel free to contact me at your convenience.

Sincerely,
Kraft Power Corporation, Gaylord, MI.



Tom Rodgers
Kraft Power Corporation
trodders@kraftpower.com
www.kraftpower.com



Power Systems Specialists since 1965

Cc: Owen Duffy, Chris Stemper, Amanda Foust, Roberta Dearden, Mike McDonald

Kraft Power Corporation • 2852 D&M Drive • Gaylord, MI 49735
Tel 989-748-4040 • Fax 989-748-4042 • www.KraftPower.com

Exhibit D: Terms and Conditions

1. **SERVICES.** Supplier agrees to perform the Services beginning on the Begin Date and continuing until the Services are completed. Supplier warrants that the Services will be completed on or before the End Date. **TIME IS OF THE ESSENCE.** Supplier warrants that all Services shall conform to the Service Description, be of good quality and workmanship, and be free from defects. Supplier further warrants that all goods furnished in connection with the Services shall be merchantable and suitably safe and sufficient for the purpose for which they are normally used. Supplier warrants that it has good title to goods supplied hereunder and that they are free of all liens and encumbrances. Those warranties are in addition to those implied in fact or in law. For the purposes of this Agreement, the term "Services" shall include any goods furnished in connection with the Services.
2. **INVOICES.** Supplier shall invoice the City for Services performed according to the Rates, Billing Interval, and Invoice Address. Invoices shall be rendered in triplicate and shall itemize the Services performed, the Service Address, and the corresponding rates and taxes, if any. Payment shall be due within thirty (30) days after the invoice date or the date of completion of the invoiced Services, whichever occurs later, provided that the City shall not be obligated to make any payment to Supplier hereunder until Supplier has furnished proof satisfactory to the City of full payment for all labor, materials, supplies, machinery, and equipment furnished for or used in performance of this Agreement or has furnished all necessary waivers of lien supported by affidavits, all satisfactory to the City, establishing that all liens and claims that could arise out of the performance of the Services have been waived. Payment of invoices shall not constitute acceptance of the Services, and invoices shall be subject to adjustment for defects in quality or any other failure of Supplier to meet the requirements of this Agreement. The City may at any time set off any amount owed by the City to Supplier against any amount owed by Supplier or any of its affiliated companies to the City.
3. **INDEPENDENT CONTRACTOR RELATIONSHIP.** City and Supplier are and shall remain as independent contractors with respect to each other. The persons provided by Supplier to perform the Services shall be Supplier's employees and shall be under the sole and exclusive direction and control of Supplier. They shall not be considered employees of the City for any purpose. Supplier shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions, and payment of wages with respect to such persons. Supplier shall also be responsible for payment of taxes, including federal, state and municipal taxes chargeable or assessed with respect to its employees, such as Social Security, unemployment, Workers' Compensation, disability insurance, and federal and state withholding. Supplier shall also be responsible for providing such reasonable accommodations, including auxiliary aids and services, as may be required under the Americans With Disabilities Act, 42 U.S.C. 12101 et seq., so as to enable any disabled person furnished by Supplier to perform the essential functions of the job. Supplier agrees to defend, indemnify, and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained by reason of Supplier's failure to comply with this paragraph.
4. **INDEMNITY.** Supplier shall defend, indemnify, and hold harmless the City (including its officers, employees, and agents) from all demands, damages, liabilities, costs, and expenses (including reasonable attorney's fees), judgments, settlements, and penalties of every kind arising out of its performance of Services including, without limitation, damages for personal injury or death or loss or damage to property due, or claimed to be due, to the negligence or willful misconduct of Supplier including such portion thereof due, or claimed to be due, to the negligence of the City except that Supplier shall have no duty to hold harmless the City for such portion of the foregoing proximately caused by negligence or misconduct of the City, and if any suit, claim, or demand was defended by Supplier, then the City will reimburse Supplier for its pro-rata share of its costs, expenses (including reasonable attorney's fees), and damages. The City may elect to participate in the defense of any suit, claim, or demand by employing attorneys at its own expense, without waiving Supplier's obligations to indemnify, defend, or hold harmless. Supplier shall not settle or compromise any claim, suit, or action, or consent to entry of judgment without the prior written consent of the City and without an unconditional release of all liability by each claimant or plaintiff to the City.
5. **LIMITATION OF LIABILITY.** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorney's fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damage actually incurred. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damage of any kind whatsoever.
6. **INSURANCE.** Supplier shall maintain in full force and effect during the performance of the Services the following insurance coverage; provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements:

(a) Worker's Compensation	per statutory requirements.
(b) General Liability	\$1,000,000 minimum per occurrence/ \$1,000,000 aggregate
(c) Automobile Liability	\$1,000,000 minimum per occurrence
(d) Products Liability	\$1,000,000 minimum per occurrence
(e) Completed Operations Liability	\$1,000,000 minimum per occurrence

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:
CITIZENS SQUARE
City of Fort Wayne Purchasing Department
200 E Berry, Suite 400
Fort Wayne, IN 46802
7. **HAZARDOUS MATERIALS.** Supplier will provide to the City before performing any Services, a statement describing any Hazardous Materials intended and necessary for use in performing the Services. "Hazardous Materials" means any item which may be classified under federal, state, or local law, as hazardous or toxic. Supplier must comply with all federal, state, or local law in the use, transportation, and disposal of such Hazardous Materials.
8. **PROGRESS REPORTS.** The Supplier shall submit progress reports to the City upon request. The report shall serve the purpose of assuring the City that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date. This contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.
9. **CONFLICT OF INTEREST.** Supplier certifies and warrants that neither it nor any of its directors, officers, agents, representatives or employees which will participate in any way in the performance of the Supplier's obligations hereunder has or will have any conflict of interest, direct or indirect, with the City of Fort Wayne or any of its departments, divisions, agencies, officers, directors or agents.
10. **CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION.** Supplier further agrees that all information, data findings, recommendations, proposals, etc. by whatever name described and by whatever form therein secured, developed, written or produced by the Supplier in furtherance of this contract—shall be the property of the City. The Supplier shall take action as is necessary under law to preserve such property rights in and of the City while such property is within the control and/or custody of the Supplier. By this contract the Supplier specifically waives and/or releases to the City any cognizable property right of the Supplier to copyright, license, patent or other wise use such information, data findings, recommendations proposals, etc.
11. **CONFIDENTIALITY OF CITY INFORMATION.** Supplier understands and agrees that data, materials, and information disclosed to Supplier may contain confidential and protected data. Therefore, the Supplier promises and assures that data, material, and information gathered, based upon or disclosed to the Supplier for the purpose of this contract, will not be disclosed to others or discussed with other parties without the prior written consent of the City.
12. **EMPLOYER CERTIFICATION.** In accordance with I.C. §22-5-1.7, Supplier understands and agrees to enroll and verify work eligibility status of all newly hired employees of the contractor through E-Verify program or any other system of legal residence verification as approved by the United States Department of Homeland Security or the department of homeland security. Supplier further understands that they are not required to verify work eligibility of status of newly hired employees of the Supplier through the E-Verify program if the E-Verify program no longer exists. Supplier certifies that they do not knowingly employ any unauthorized aliens.
13. **COMPLIANCE WITH LAWS.** Supplier warrants that the Services shall be in strict conformity with all applicable local, state and federal laws including, but not limited to, the standards promulgated by the Occupational Safety and Health Act, Executive Order 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules, and regulations, including the Civil Rights Act of 1964 pertaining to equal opportunity, Section 503 of the Vocational Rehabilitation Act of 1973, the American with Disabilities Act, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and all applicable immigration laws and regulations including the 1986 Immigration Reform and Control Act et. seq. Supplier agrees to indemnify and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained because of Supplier's breach of such warranty.
14. **DEFAULT.** In the event that (a) Supplier breaches any warranty contained herein; (b) Supplier fails to provide the insurance certificates required herein; (c) Supplier or Supplier's insurance carrier fails to defend, indemnify, or hold harmless the City as required herein; (d) Supplier's performance of the Services violates applicable law; (e) Supplier admits insolvency, makes an assignment for the benefit of creditors, or has a trustee appointed to take over all or a substantial part of its assets; or (f) Supplier fails to perform or comply with any other provision of this Agreement, such failure, breach, or violation shall constitute a default under this Agreement.
15. **TERMINATION.** In the event of default by Supplier under this Agreement, the City reserves the right without liability, in addition to its other rights and remedies, to terminate this Agreement by notice to Supplier as to the portion of the Services not yet rendered and to purchase substitute services at Supplier's expense. Supplier shall reimburse the City for the cost of such substitute services upon Supplier's receipt of an invoice therefor.
16. **WAIVER.** No action or inaction by the City shall constitute a waiver of any right or remedy.
17. **CANCELLATION.** City may at any time cancel this Agreement in whole or in part for its sole convenience upon written notice to Supplier, and Supplier shall stop performing the Services on the date specified in such notice. The City shall have no liability as a result of such cancellation, except that the City will pay Supplier the Rates for completed Services accepted by the City and the actual incurred cost to Supplier for Services in progress. These payments shall not exceed the Aggregate Price.
18. **FORCE MAJEURE.** Neither party shall be liable to the other or responsible for nonperformance of any of the terms of this Agreement due to unforeseeable causes beyond the reasonable control and without the fault or negligence of such party, including, but not restricted to acts of God or the public enemy, acts of government, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.
19. **NOTICES.** All notices required or permitted to be made or given hereunder by one party to the other party shall be in writing and shall be deemed to have been given when hand delivered, or on the date stated on the receipt if deposited in the United States mail in certified form, postage prepaid with return receipt requested, and addressed to such other party at its Office Address or at such other address as may be specified by such other party by written notice sent or delivered in accordance herewith.
20. **ASSIGNMENT.** Any assignment, in whole or in part, of Supplier's rights or obligation under this Agreement without the prior written consent of the City shall be void. Supplier shall not use subcontractors to perform any part of the Services without the prior written consent of the City.
21. **DISPUTE RESOLUTION.** The City shall be the sole judge of the quality of services. In the event of any dispute or disagreement between the parties either with respect to the interpretation of any provision of this agreement, or with respect to the performance of either party hereunder, the dispute shall be resolved by the Director of Finance and Administration and will not be subject to arbitration.
22. **ACCESS TO RECORDS.** The Supplier shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred. They shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the City or by any other authorized representative of city government. Copies thereof shall be furnished at no cost to the City if requested.
23. **NONDISCRIMINATION.** Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Supplier and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Supplier shall not discriminate with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
24. **MISCELLANEOUS.** If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. This Agreement shall be governed by the laws of the state of Indiana and shall be subject to the exclusive jurisdiction of the courts therein. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supercedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. No agreement hereafter made shall be effective to modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the modification or discharge is sought. The paragraph headings are for convenience only and are not intended to affect the interpretation of the provisions hereof. This agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors and assigns.

DRESSER-RAND.
A Siemens Business

Dresser-Rand
299 Lincoln Street, Suite 301
Worcester, MA 01605
USA

Name Ilker Budak
Department Engine Business, North America

Telephone +(508) 595-1746
Fax +(508) 595-1780
Mobile +(508) 736-7355
E-mail ilker.budak@siemens.com
Date December 6, 2016

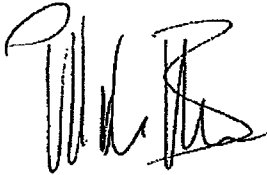
To: Whom It May Concern:

Subject: Authorized Distributor of GUASCOR Engines and Power Generation Systems.

Please accept this letter confirming Kraft Power Corporation is an authorized distributor of Guascor Engines and Power Generation Systems. Guascor engines are manufactured by Dresser Rand, a Siemens business unit.

Kraft Power is currently the only authorized distributor in state of INDIANA to provide new equipment, genuine Guascor repair and service parts, as well as provide service, repair and warranty work for all Guascor products.

If we may provide further assistance in this matter, please let us know. Thank you.



With best regards,
ILKER T. BUDAK
BSME, MBA, PMP, CEM

Dresser-Rand, A Siemens Business
Environmental & Industrial Solutions
Engines Business – North America (PG DR NE EIS EB NA)
299 Lincoln St., Suite 301, Worcester MA 01605 USA
Tel: (508) 595-1746
Mobile: (508)-736-4355
ilker.budak@siemens.com
www.dresser-rand.com

Dresser-Rand - A Siemens Business
Management: Christopher Rossi

West Tower Suite 1000
10205 Westheimer Road
Houston, TX 77042

Tel.: +(713) 354-6100
dresser-rand.com

CITY OF FORT WAYNE, INDIANA

Kraft Power Corporation
(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

1. **FINANCIAL INTERESTS;**
2. **POTENTIAL CONFLICTS OF INTEREST;**
3. **CURRENT AND PENDING CONTRACTS OR PROCUREMENTS**

Vendors desiring to enter into certain contracts with the City of Fort Wayne, Indiana (the "City") shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below.

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$50,000 or more. Vendors shall disclose their financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration for a contract awarded by the City. This Disclosure Statement must be completed and submitted together with the Vendor's contract, bid, proposal or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Sections 1 and 2 below.

Section 1: Disclosure of Financial Interest in Vendor

- a. If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

(i) Equity ownership exceeding 5%

(ii) Distributable income share exceeding 5%

(iii) Not Applicable (If N/A, go to Section 2)

Name: _____ Name: _____

Address: _____ Address: _____

- b. For each individual listed in Section 1a. show his/her type of equity ownership:

sole proprietorship stock
partnership interest units (LLC)
other (explain) _____

- c. For each individual listed in Section 1a. show the percentage of ownership interest in Vendor (or its parent):
ownership interest:

Name: _____ %

Name: _____ %

Section 2: Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

For each individual listed in Section 1a. check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

a. City employment, currently or in the previous 3 years, including contractual employment for services:
Yes _____ No

b. City employment of "Member of Immediate Family" (defined herein as: spouse, parent, child or sibling) including contractual employment for services in the previous 3 years:
Yes _____ No

c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years:
Yes _____ No

c. Relationship to Member of Immediate Family holding appointive City office currently or in the previous 3 years:
Yes _____ No

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

a. Does Vendor have current contracts (including leases) with the City? Yes _____ No _____

If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact below (attach additional pages as necessary).

CHP Maintenance

b. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes _____ No _____

If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).

c. Does vendor have any existing employees that are also employed by the City of Fort Wayne?

Yes _____ No

If "Yes", provide the employee's name, current position held at vendor, and employment payment terms (hourly, salaried, commissioned, etc.).

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

d. Does vendor's representative, agent, broker, dealer or distributor (if applicable) have any existing employees that are also employed by the City of Fort Wayne? For each instance, please provide the name of the representative, agent, broker, dealer or distributor; the name of the City employee, and the payment terms (hourly, salaried, commissioned, etc.).

Company / Name / Payment Terms: _____

Company / Name / Payment Terms: _____

Section 4: CERTIFICATION OF DISCLOSURES

In connection with the disclosures contained in Sections 1, 2 and 3 Vendor hereby certifies that, except as described in attached Schedule A:

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;

- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating
- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

Kraft Power Corporation
(Name of Vendor)

199 Wildwood Ave
Address
(781) 938-9100
Telephone
laalmeida@kraftpower.com
E-Mail Address

The individual authorized to sign on behalf of Vendor represents that he/she: (a) is fully informed regarding the matters pertaining to Vendor and its business; (b) has adequate knowledge to make the above representations and disclosures concerning Vendor; and (c) certifies that the foregoing representations and disclosures are true and accurate to the best of his/her knowledge and belief.

Name (Printed) Lori Ann Almeida Title Credit Manager
Signature [Handwritten Signature] Date 2/1/17

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR DOCUMENTATION MAY RESULT IN YOUR CONTRACT, OFFER, BID OR PROPOSAL BEING DISQUALIFIED FROM CONSIDERATION.

Interoffice Memo

Date: February 1, 2017
To: Common Council Members
From: Doug Fasick, Sr. Program Manager Energy Engineering & Sustainability Services/City Utilities Engineering
RE: WPCP Combined Heat & Power System Maintenance Agreement

Council District – City Wide

The contractor shall furnish all labor, insurance, equipment, materials for scheduled maintenance and repairs on two 400 kW generators installed by Kraft Power and one biogas conditioning equipment for the WPCP Combined Heat & Power System.

Implications of not being approved: If the generators are not properly maintained by the installation contractor, we jeopardize the reliability of the generators and could incur approximately \$410,000 in additional electrical costs by having to purchase retail electricity from local electric utility.

If Prior Approval is being Requested, Justify: N/A

The Generator Maintenance contract awarded to Kraft Power Corporation for \$228,705.00. Kraft Power Corporation is the only authorized distributor in the state of Indiana to provide maintenance service, parts, repair and warranty work for all Guascor products.

The cost of said project funded by Sewer Operations and Maintenance Budget.

Council Introduction Date: February 14, 2017

CC: BOW
Matthew Wirtz
Diane Brown
Chrono
File

REPORT OF COMMITTEE ON FINANCE

February 28, 2017

Geoff Paddock Chair

Jason Arp Co-Chair

All Council Members

An Ordinance approving WPCP Combined Heat and Power System Maintenance Agreement between Kraft Power Corporation and the City of Fort Wayne, Indiana, in connection with the Board of Public Works

Including all labor, tools, equipment and materials to provide scheduled maintenance and repairs on two 400 kW generators - Total cost of \$228,705.00



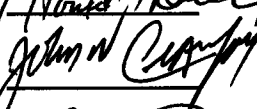
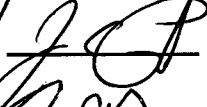
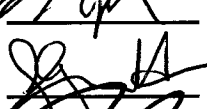


COMMITTEE ON FINANCE HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance

DO PASS

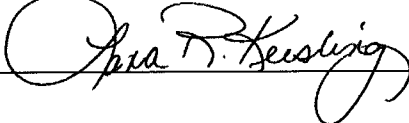
DO NOT PASS

ABSTAIN

NO REC

	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

**LANA R. KEESLING
CITY CLERK**



Public Hearing Date: N/A.

Read the first time in full and on motion by Councilman Paddock.

Read the second time by title and referred to the Finance Committee.

Read the third time in full and on motion by Councilman Paddock, placed on passage by the following vote:

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BARRANDA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CRAWFORD	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DIDIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENSLEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>


DATED: February 28, 2017


LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Special Ordinance No. S-17-02-04 on the 28th day of February, 2017

ATTEST:

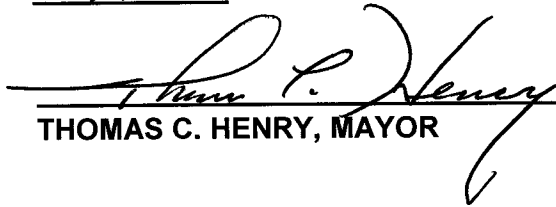

LANA R. KEESLING
CITY CLERK


PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 1st of March 2017, at the hour of 10:15 o'clock A.M. E.S.T.


LANA R. KEESLING, CITY CLERK

Approved and signed by me this 6TH day of MARCH 2017, at the hour of 11:00 O'clock AM E.S.T.


THOMAS C. HENRY, MAYOR