



Date: August 17, 2023
To: Weber County Board of County Commissioners
From: Sean Wilkinson, MPA, AICP *SW*
Director, Community Development Department
Subject: **Request for approval of a contract with Wheeler CAT for maintenance service on Transfer Station equipment**
Agenda Date: August 22, 2023
Documents: Exhibit A: Wheeler CAT maintenance service contract

Summary:

The Weber County Transfer Station is requesting approval of a contract with Wheeler CAT for maintenance service on two pieces of transfer station equipment. The equipment includes one track hoe and one loader. The contract allows Wheeler CAT to perform regular oil changes, fluid analysis, and inspections on the Transfer Station's equipment. The track hoe service contract is \$5,427.83 and the loader service contract is \$8,155.68 for a total cost of \$13,583.51.



Customer Value Agreement (CVA)

Premium Maintenance Service

Exhibit A

Customer: **Weber County (095006)**Agreement: **202025**Representative: **Tyson Hanford**Length of Agreement (in Years): **2**

Matrices of Machines/Units included in this CVA

Serial No.	TZE10086	Maintenance Level	Quantity	Service Description	Individual PM Pricing	Total	Average Cost Per Hour
Unit Number	TS 317	PM 2	2	500 SERVICE HOUR MAINTENANCE	\$1,116.12	\$2,232.24	\$2.71
Model	317	PM 3	1	1000 SERVICE HOUR MAINTENANCE	\$1,383.74	\$1,383.74	
Estimated Hour Accrual	2000	PM 4	1	2000 SERVICE HOUR MAINTENANCE	\$1,727.47	\$1,727.47	
Service Interval	500	PM 3000	1	3000 SERVICE HOUR MAINTENANCE	\$84.38	\$84.38	
Last Known SMU Reading	1858			Total of Services:	\$5,427.83		
Starting Service	NA						

Serial No.	EMB03970	Maintenance Level	Quantity	Service Description	Individual PM Pricing	Total	Average Cost Per Hour
Unit Number	COMPOST	PM 2	2	500 SERVICE HOUR MAINTENANCE	\$1,303.27	\$2,606.54	\$4.08
Model	950M	PM 3	1	1000 SERVICE HOUR MAINTENANCE	\$1,739.66	\$1,739.66	
Estimated Hour Accrual	2000	PM 4	1	2000 SERVICE HOUR MAINTENANCE	\$3,095.21	\$3,095.21	
Service Interval	500	PM 3000	1	3000 SERVICE HOUR MAINTENANCE	\$714.27	\$714.27	
Last Known SMU Reading	3487			Total of Services:	\$8,155.68		
Starting Service	NA						

Wheeler Machinery Co. Responsibilities:

- Wheeler Machinery Co. will utilize its standard jobs to plan and provide labor, oil, filters, and other necessary parts to perform the Preventative Maintenance (PM) Services listed above.
- Wheeler Machinery Co. will perform Scheduled Oil Sampling (SOS) and process samples in the Fluid Analysis Lab. Results of the analysis will be provided to the Customer by e-mail.
- Wheeler Machinery Co. will track machine SMU hours via machine telematics (if applicable) and will reach out to customer to schedule maintenance services.
- Wheeler Machinery Co. will perform a TA1 Machine Inspection at time of service. The Inspection will be sent by e-mail to the Customer.
- Wheeler Machinery Co. will cover VisionLink Daily or equivalent subscriptions for units on CVA which have Product Link (PL) telematics, and may cover API daily feeds for non-CAT units with non-CAT telematics (when deemed possible by Wheeler Machinery Co.).
- Wheeler Machinery Co. will provide customer a 35% discount on qualifying CAT maintenance parts for CAT Equipment actively reporting SMU hours through PL telematics.
- Wheeler Machinery Co. will automatically renew this CVA at the conclusion of the Length of Agreement for the Customers convenience. At renewal, the updated CVA pricing will be sent to the Customer for review. Any unit no longer in the customers fleet can be removed from the updated agreement. All cancellation options remain in place for the customers benefit and convenience.
- Wheeler Machinery Co. will administer a Services Commitment Program for all qualifying Construction Industries (CI) units for CI customers. For details, visit wheelercat.com/cva

Customer Responsibilities:

- Customer will perform daily greasing, daily filter inspections, daily fluid level inspections, daily drain plug and fill cap torque inspections, and an overall inspection prior to operating the machine.
- Customer will provide labor and is responsible for the cost all daily and other PM services as prescribed by the manufacturer which are not performed by Wheeler Machinery as part of this agreement.
- Customer will obtain and submit SOS samples to Wheeler Machinery Co. per the manufacturer's maintenance guides for all sample intervals not included in the services performed by Wheeler Machinery. If SOS samples indicate a need to or the Customer otherwise elects to shorten service intervals, the Customer will be responsible for the cost of any added service intervals not included in this agreement.
- Customer will make the machine Timely Accessible for each scheduled service. Timely Accessible is defined as: Customer confirms location of machine, access granted to enter through all locked gates or doors, permission is granted to work on site, machine is located in an area where a tube truck may pull alongside and safely perform the service, attachments are removed if they will interfere with the service, visit is scheduled with sufficient time to complete and comply with all city, HOA, or location noise and/or worktime ordinances. If the machine is not made timely accessible and a repeat visit is required to perform or complete the service, Customer will incur an additional \$200 service call charge.
- Customer will contact Wheeler Machinery Co. for questions regarding any part or labor item included or not in this agreement, and/or regarding any terms of this agreement.
- Customer will review all Inspections and SOS data following the service and is responsible for all corresponding decisions and costs of all actions or repairs made or not made.
- Customer will perform or make arrangements for all other repair and service work for items not covered by this agreement.
- Customer will notify Wheeler Machinery Co. of any special servicing requirements or special fluids needed for this machine if CAT oils will not be compatible. This applies only to Non-CAT machines.
- Customer is responsible to notify Wheeler Machinery Co. if this machine is sold or transferred so as to prevent any contractual service expense liability to the customer
- Customer understands and agrees to share machine telematics and other data as described at wheelercat.com/dataconsent
- Customer will report service meter hours and location to Wheeler Machinery Co. weekly for any machine which does not have Product Link installed or is not reporting correct SMU hours or location data to Wheeler Machinery Co. Product Link telematics hardware is available for purchase as an added PM tracking convenience for the customer.

Exclusions:

- This agreement excludes all parts and labor for the following but not limited to: valve lash check/adjustment, diesel particulate filter service, spark plug(s), Diesel Exhaust Fluid (DEF), DEF Filter, and any other DEF or Tier 4 emissions component.
- This agreement excludes all other repairs, mechanical work, fluid flushes, or additional maintenance items not covered by Wheeler Machinery Co.'s standard jobs.
- Unless otherwise included above, this agreement excludes the following: initial break in services, independent service intervals outside of the standard PM1-4, or any other item not part of Wheeler Machinery Co. Standard Job of the corresponding PM1 (250 hr), PM2 (500 hr), PM3 (1000 hr), or PM4 (2000 hr) for each Serial Number included in this CVA.
- One hour of travel is included with each PM visit. This agreement excludes all travel charges in excess of one hour. Travel charges will accrue if a repeat visit to the machine is required due to any of the following: the machine is not made available to Wheeler Machinery Co. at the time of the scheduled service, the machine is not located where stated by the customer at the time service is scheduled, or if the machine is located in an area inaccessible to Wheeler Machinery Co.
- Discounts available as part of this agreement are valid through Wheeler initiated CVA transactions only and do not apply to any other purchase.
- Fulfillment of this agreement may not occur when machine is located outside of Wheeler Machinery Co. territory. (Exclusion zone is outside of UT & portions of NV, WY, ID, & AZ.)
- Excludes the cost of topping off of low fluid compartments that were not serviced as part of the scheduled PM performed. Excludes DEF fluid.

Renewal

- This agreement expires when the Signature Date plus the Length of Agreement has passed. If there is no Signature Date, the agreement will expire when the Quote Date plus the Length of Agreement has passed. Customer agrees to future automatic renewals of this agreement at each time of expiration, for the same Length of Agreement. At renewal, updated CVA pricing and terms will be sent to the Customer. Any unit no longer in the customers fleet can be removed from the updated agreement by notifying Wheeler Machinery Co. This renewal is completed for customer benefit and convenience and the customer may cancel at any time by notifying Wheeler Machinery Co. Any renewed agreement for a unit which in the previous agreement had funds set aside at time of sale, or was otherwise charged internally to Wheeler Machinery Co., will be invoiced entirely to the Customer as part of the renewal agreement.

Termination:

- Either party can terminate this agreement with a 30-day written notice.
- This agreement is non-transferrable. This agreement exists solely between Wheeler Machinery Co. and the Customer signing the agreement.
- Wheeler Machinery Co. reserves the right to audit at any time all payments received from the customer for this agreement in comparison with the "Individual PM Pricing" above. Any outstanding balance for services performed by Wheeler Machinery Co. for the Customer will be invoiced to the customer. Any credit may be applied to subsequent Customer Value Agreements.
- If customer elects to remove any unit from this agreement, they may do so in writing. All other units in this agreement will remain subject to the terms and conditions of the agreement, and the remainder of the agreement will remain active.
- Any unit in this agreement is terminated the moment the unit identified above by Serial Number is sold or its lease is terminated. All other units in this agreement will remain active.
- At the completion or termination of this agreement, Wheeler Machinery Co. reserves the right to audit all payments and services and will invoice any outstanding balances. Any credit may be applied to subsequent Customer Value Agreements.
- This agreement will remain active for the Length of Agreement listed above, from the date of signature below. If no date of signature is listed, the Quote Date will be used. Wheeler Machinery Co may elect to honor pricing for the Length of Agreement for any unit which exceeds the Quantity of services during the Length of Agreement.

Payment:

- Taxes are not included in the listed pricing and will be added to individual invoices if applicable.
- If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 24% per year, or the maximum percentage allowed under applicable Utah laws, whichever is less.
- Customer shall pay all costs of collection, including without limitation, reasonable attorney fees.
- In addition to any other right or remedy provided by law, if the Customer fails to pay for the Services when due, Wheeler Machinery Co. has the option to treat such failure to pay as a material breach of this agreement, and may cancel this agreement and/or seek legal remedies.
- Prices are subject to change if a Customer's filter or other parts discount changes or expires during the duration of this agreement. Prices are also subject to review and may change bi-annually from the Signature Date. For Non-CAT units included in this CVA, prices are subject to change when required parts differ from the standard job used to quote, or when parts pricing changes.
- Customer agrees to pay for all Preventative Maintenance services as outlined in this agreement.
- Payments shall be made to Wheeler Machinery Co.: PO Box 413071 Salt Lake City, UT 84141-3071

Selected Payment Option: Customer agrees to pay according to the payment option below

- Bill Actual Cost Per Service:** *Customer will be invoiced Individual PM Pricing amounts at time of service*
- Full Payment at Sale:** *Funds set aside at time of Sale. Bill services to the deferred account*
- External Lease:** *Funds set aside at time of lease, Bill services to the deferred account. No other charges to fund allowed, reconciliation of funds to the lease at contract completion*
- Internal Lease - Bill Machine:** *Invoice individual PM Pricing amounts to the machine account*

Signature: _____

Print Name: _____

Signature Date: _____

Customer contact details for scheduling services

Name: _____

Phone: _____

Email: _____

Wheeler Machinery Co.

Signature: _____

Representative: Tyson Hanford

If not signed by Customer, Representative accepts responsibility of obtaining customer acceptance of the terms of this agreement

Signature Date: _____

Renewal Agreement

OR

New Agreement