

**LARAMIE COUNTY CLERK
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM PROCESSING FORM**

1. DATE OF PROPOSED ACTION: April 2, 2013

2. AGENDA ITEM: Appointments Bids/Purchases Claims
 Contracts/agreements/leases Grants Land Use: Variances/Board App/Plats
 Proclamations Public Hearings/Rules & Reg's Reports & Public Petitions
 Resolutions Other

3. DEPARTMENT: Maintenance

APPLICANT: E C Powers Systems

AGENT: Chris Wegner

4. DESCRIPTION: Consideration of an agreement between Laramie County and E C Powers Systems to provide full service and a 2hr load bank annual testing and inspection service for five generators at Laramie County Buildings.

Amount \$

From **April - 2013** To **June 30,2015**

5. DOCUMENTATION: 2 Originals and (4) four copies

<u>Commissioner</u>	<u>Clerks Use Only:</u>	<u>Signatures</u>
Ash _____		Co Attny _____
Hasenauer _____		Assist Co Attny _____
Holmes _____		Grants Manager _____
Humphrey _____		Outside Agency _____
Thompson _____		
Action _____		
Postponed/Tabled _____		

**ANNUAL GENERATORS TESTING AND INSPECTION
WITH LOAD BANK TEST CONTRACT
between
LARAMIE COUNTY, WYOMING and EC Powers Systems**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, 310 W. 19th St., Suite 310, Cheyenne, Wyoming 82001 (COUNTY), and EC Powers Systems, 3233 Oakland St., Aurora, Co 80010 (CONTRACTOR). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to provide full service and 2hr load bank annual testing and inspection service of five generators one located in the judges parking lot Laramie County government complex, one at the Laramie County Health Department, Three at Archer Complex. 1at the Planning Building, 1-Juvenile service center, 1- Public Works. Services as may be requested by the Director of Laramie County Maintenance.

II. TERM

This Agreement shall commence on the date the last signature is affixed to this document and remain in full force and effect until June 30, 2015.

III. PAYMENT

Payment for work performed shall be described in attachment (A) which is fully incorporated herein. CONTRACTOR shall submit estimates for any service required or requested by the Director of Maintenance who shall, in her sole discretion, decide whether to accept or reject said estimate and whether to assign said job to CONTRACTOR. Payment will be made upon receipt of CONTRACTOR'S invoice to the COUNTY, or submission of other documentation certifying completion of the services. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall perform service and inspection in accord with attachment (A) specifically including but not necessarily limited to those service described in Schedule A in attachment A to this agreement or as otherwise agreed between the Director of Laramie County Maintenance Department and Contractor. Contractor shall be available at the request of the Directors of Laramie County Maintenance Department to perform needed service and inspection work.

B. CONTRACTOR shall be a resource for yearly testing and inspection services load bank test with utilized by COUNTY during the period of the operation of this Agreement. By signature below, CONTRACTOR agrees that nothing in this Agreement operates to provide

an exclusive right to CONTRACTOR to provide said services to COUNTY. CONTRACTOR agrees that this Agreement does not bind COUNTY in any manner to offer or provide work to CONTRACTOR. Further, nothing in this clause or agreement limits COUNTY in the choice of entities to which it may offer said work.

C. CONTRACTOR agrees to retain any required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by CONTRACTOR under this contract shall be considered the property of the COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.

V. GENERAL PROVISIONS

A. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

B. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by COUNTY upon notice to CONTRACTOR; (c) by CONTRACTOR, with thirty (30) days' prior written notice to the other party; or (d) upon mutual written agreement by both parties.

D. Entire Agreement: This Agreement (5 pages) represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

E. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

F. Modification: This Agreement shall be modified only by a written agreement,

duly executed by all parties hereto.

G. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

H. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

I. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

J. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

K. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

L. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

M. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

N. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

O. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

P. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

Q. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

R. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

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**ANNUAL GENERATOR TESTING AND INSPECTION
WITH 2HR LOAD BANK TEST
between
LARAMIE COUNTY, WYOMING and EC POWERS SYSTEMS**

Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Troy Thompson, Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debbye Lathrop, Laramie County Clerk

CONTRACTOR: EC POWERS SYSTEMS

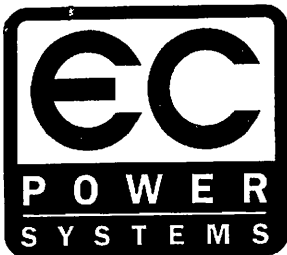
By: _____ Date 3/14/13
Title: Ops Mgr

REVIEWED AND APPROVED AS TO FORM ONLY:

By: _____ Date 3/8/13
Sylvia Lee Hackl
Deputy Laramie County Attorney

Attachment

A



on behalf of applicant(s), which maybe you. If other than applicant(s), signer represents that he/she is agent of and authorized to sign on behalf of applicant(s)

Signed _____ Date _____

Print name _____ Title _____

PLEASE CIRCLE ALL THAT APPLY:

RESIDENCE CORPORATION BRANCH DIVISION SOLE PROPRIETORSHIP PARTNERSHIP LLC

Name of parent company _____

EQUIPMENT TO BE SERVICED AND RATES

Make: Kohler

Unit Model #: 250ROZD

Unit Serial #: 355701

Location: 20th & Carey

	<u>1 Year "A" & "B"</u>	<u>2 Year "A" & "B"</u>	
Schedule "A": \$979.00 each		\$890.00 each	1 Time Per Year
Schedule "B": \$402.00 each		\$365.00 each	1 Time Per Year
Schedule "A" ONLY: \$1,023.00			1 Time Only

Optional Load Bank Test: \$540.00 2 Hour Resistive
(In conjunction with an "A" or "B" Service. Please circle one.)

Initial:

Make: Cummins

Unit Model #: DGGD-7279377

Unit Serial #: K080219125

Location: 100 Central Ave

	<u>1 Year "A" & "B"</u>	<u>2 Year "A" & "B"</u>	
Schedule "A": \$561.00 each		\$510.00 each	1 Time Per Year
Schedule "B": \$281.00 each		\$255.00 each	1 Time Per Year
Schedule "A" ONLY: \$587.00			1 Time Only

Optional Load Bank Test: \$410.00 2 Hour Resistive

Make: Cummins

Unit Model #: DSHAD-6862750

Unit Serial #: D110209448

Location: Planning Building 3966 Archer Parkway

	<u>1 Year "A" & "B"</u>	<u>2 Year "A" & "B"</u>	
Schedule "A": \$979.00 each		\$890.00 each	1 Time Per Year
Schedule "B": \$402.00 each		\$365.00 each	1 Time Per Year
Schedule "A" ONLY: \$1,023.00			1 Time Only

Optional Load Bank Test: \$540.00 2 Hour Resistive



Make: Cummins
 Unit Model #: DSHAC-7503939
 Unit Serial #: G11033582
 Location: Juvenile Ctr 13794 Prairie Center Circle

	<u>1 Year "A" & "B"</u>	<u>2 Year "A" & "B"</u>	
Schedule "A":	\$979.00 each	\$890.00 each	1 Time Per Year
Schedule "B":	\$402.00 each	\$365.00 each	1 Time Per Year
Schedule "A" ONLY:	\$1,023.00		1 Time Only

Optional Load Bank Test: \$540.00 2 Hour Resistive

Make: Generac
 Unit Model #: 12978570100
 Unit Serial #: 2110892
 Location: Public Works 13797 Prairie Center Circle

	<u>1 Year "A" & "B"</u>	<u>2 Year "A" & "B"</u>	
Schedule "A":	\$561.00 each	\$510.00 each	1 Time Per Year
Schedule "B":	\$281.00 each	\$255.00 each	1 Time Per Year
Schedule "A" ONLY:	\$587.00		1 Time Only

Optional Load Bank Test: \$410.00 2 Hour Resistive

TOTAL:	One Year Agreement	\$5,706.00	Initial One:
	Two Year Agreement	\$10,590.00	<u>One Year</u>
	Scheduled "A" Only	\$4,243.00	<u>Two Year</u>

Optional Load Bank Test Total: \$2,440.00 2 Hour Resistive
 (In conjunction with an "A" or "B" Service. Please circle one.)

Initial:

Each Service will be billed as performed.

Normal replenishment and replacement of fluids are included. All fuel and other parts are extra.
 Incorporated in this Agreement and an integral part thereof, are the attached "A" & "B" Schedules.

ADDITIONAL CHARGES

Charges for additional labor for troubleshooting and repair including travel time from E C Power Systems to location and return will be billed at these discounted labor rates. These rates are per man, per hour.

Regular Rate:	Monday - Friday, 8:00 A.M. - 4:30 P.M.....	\$104.50
Overtime Rate:	Monday - Friday, Before 8:00 A.M. or after 4:30 P.M.....	\$156.75
Weekend Rate:	All times on Saturdays and Sundays.....	\$156.75
Holiday Rate:	All times on major holidays.....	\$209.00
Mileage Rate:	Round trip per mile	\$1.50



SCHEDULE "A"

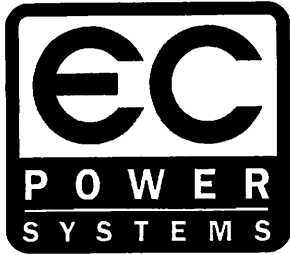
MAJOR SERVICE ITEMS

1. The entire unit will be lubricated and the oil changed if the hour meter indicates more than 100 hours of operation since the last oil change or when 12 months have lapsed (oil sample pulled and analyzed). All oil filters will be replaced.
2. All fuel filters and sediment bowls will be cleaned or replaced.
3. Fuel tanks and lines will be inspected for the purpose of determining if excessive sludge or rust is collecting.
4. Cooling system will be checked. Belts and hoses will be changed at three (3) year intervals or sooner if necessary. ** (Antifreeze samples pulled for analysis).
5. All batteries will be checked, recharged, or replaced as necessary. **
6. Dry type air filter elements will be inspected and replaced if necessary. **
7. Generator will be checked for proper setting and operation. Voltage and frequency will be adjusted.
8. Safety shutdowns will be tested and adjusted.
9. All instruments will be checked for proper operation.
10. Check exhaust system components for deterioration, and repair as necessary. **
11. Automatic transfer switch will be checked for proper operation. If owner/operator will allow power to be shut off to the switch, technician will clean the contacts and lubricate moving parts as recommended. In addition the switch will be vacuumed and brushed out for dust removal and closely inspected for frayed wiring or other maintenance hazards.
12. Recalibrate voltage sensors, reset time delay modules, and adjust battery charger.
13. Reset and test exercise clock, as well as, check hour meter for proper operation.
14. After all the above has been completed; **E C Power Systems** service personnel will run generator set(s) and transfer generator power to building load. This is providing Owner/Operator will allow the transfer to the generator.
15. Owner's personnel will be instructed on operation and upkeep procedures to be followed by Owner between regular service inspections.
16. **E C Power Systems** will submit a report to the Owner of the entire inspection.

** Parts and labor for these repairs are beyond the scope of Schedule "A" maintenance and will be accomplished with owner's consent at flat rate quoted pricing.

Owner/Manager Date

EC Representative Date
Local branch Phone Number
303-360-7110



SCHEDULE "B"

MINOR SERVICE ITEMS

Schedule "B" maintenance should be done at six (6) month intervals to Schedule "A" maintenance.

1. Fuel tanks and lines will be inspected for the purpose of determining if excessive sludge or rust is collecting.
2. Cooling system will be checked. Belts and hoses will be changed at three (3) year intervals or sooner if necessary. **
3. All batteries will be checked, cleaned, recharged, or replaced as necessary. **
4. Check lubricating oil and add as necessary.
5. Generator will be checked for proper setting and operation. Voltage and frequency will be adjusted.
6. Safety shutdowns will be tested and adjusted.
7. All instruments will be checked for proper operation.
8. Check exhaust system components for deterioration, and repair as necessary. **
9. Automatic transfer switch will be checked for proper operation.
10. Recalibrate voltage sensors, reset time delay modules and adjust battery charger.
11. Reset and test exercise clock, as well as, check hour meter for proper operation.
12. **E C Power Systems** will submit a report to the Owner of the entire inspection.
13. After all the above has been completed; **E C Power Systems** service personnel will run generator set(s) and transfer generator power to building load. This is providing Owner/Operator will allow the transfer to the generator.

** Parts and labor for these repairs are beyond the scope of Schedule "B" maintenance and will be accomplished with owner's consent at flat rate quoted pricing.

Owner/Manager Date

EC Representative Date

**Local Branch Phone Number
303-360-7110**