

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

1. DATE OF PROPOSED ACTION: December 19, 2017

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: Laramie County Combined Communications

APPLICANT: EC Power Systems

AGENT: Glen Crumpton

4. DESCRIPTION: Consideration of this generator service agreement entered into by and between the County of Laramie, Wyoming and EC Power Systems.

Amount \$ 7,176.00

From Date of Last Signature

To 12/19/2019

5. DOCUMENTATION: 2 Originals

<u>Commissioner</u>		<u>Clerks Use Only:</u>	
		<u>Signatures</u>	
Ash	_____	County Attorney	_____
Holmes	_____	Deputy Attorney	_____
Thompson	_____		
Heath	_____		
Kailey	_____	Grants Manager	_____
Action	_____	Outside Agency	_____
Postponed	_____		

7

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

1. DATE OF PROPOSED ACTION: December 19, 2017

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: Laramie County Combined Communications

APPLICANT: EC Power Systems

AGENT: Glen Crumpton

4. DESCRIPTION: Consideration of this generator service agreement entered into by and between the County of Laramie, Wyoming and EC Power Systems.

Amount \$ 9,000

From Date of Last Signature

To 12/19/2019

5. DOCUMENTATION: 2 Originals

RECEIVED AND APPROVED AS  
TO FORM ONLY BY THE  
DEPUTY LARAMIE COUNTY  
ATTORNEY



<u>Commissioner</u>		<u>Clerks Use Only:</u>	<u>Signatures</u>	
Ash	_____		County Attorney	_____
Holmes	_____		Deputy Attorney	_____
Thompson	_____			
Heath	_____			
Kailey	_____		Grants Manager	_____
Action	_____		Outside Agency	_____
Postponed	_____			

**GENERATOR SERVICE AND INSPECTION AGREEMENT**  
**between**  
**LARAMIE COUNTY, WYOMING and EC POWER SYSTEMS**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608 ("COUNTY"), and EC Power Systems, 3233 Oakland St., Aurora, Colorado 80010 ("CONTRACTOR"). The parties agree as follows:

**I. PURPOSE**

The purpose of this Agreement is to provide for the inspection and service of one (1) Generace generator, Model # 98A00880-S, Serial Number 2040122, and one (1) Generace generator Model 3991650100, Serial Number 2077032, located in the Laramie County Combined Communications Center, 2020 Capitol Avenue, Cheyenne, Wyoming.

**II. TERM**

This Agreement shall commence on the date of the last signature affixed hereto and remain in full force and effect until December 19, 2020.

**III. PAYMENT**

Payment for work performed shall be as described in the attached Maintenance Agreement Terms and Conditions (consisting of 5 pages, including Schedules A and B), which is fully incorporated herein. CONTRACTOR shall bill LARAMIE COUNTY COMBINED COMMUNICATIONS CENTER by detailed invoice. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended). No payment shall be made before the last signature is affixed to this Agreement.

The sections titled "Payment" and "Default" as set forth in the attached Maintenance Agreement Terms and Conditions are hereby excluded and are of no further force and effect.

**IV. RESPONSIBILITIES OF CONTRACTOR**

A. CONTRACTOR shall perform service and inspection in accord with the attached Maintenance Agreement Terms and Conditions, including but not necessarily limited to those services described in "Schedule A" attached thereto (Major Service Items) and "Schedule B" (Minor Service Items).

B. CONTRACTOR agrees to retain any required records for three (3) years after the County makes final payment and all other matters relating to this 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 Agreement 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 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, upon thirty (30) days' prior written notice to COUNTY; or (d) upon mutual written agreement by both parties.

D. Entire Agreement: This Agreement (5 pages), the attached Maintenance Agreement Terms and Conditions (2 pages), "Schedule A" (Major Service Items, 1 page) and "Schedule B" (Minor Service Item, 1 page) represent the entire and integrated agreement and understanding between the parties and supersede 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.*, as amended 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. Except as otherwise provided herein, 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.

**[The remainder of this page is intentionally left blank]**

**GENERATOR SERVICE AND INSPECTION AGREEMENT**  
**between**  
**LARAMIE COUNTY, WYOMING and EC POWER SYSTEMS**

**Signature Page**

LARAMIE COUNTY, WYOMING

By: \_\_\_\_\_ Date \_\_\_\_\_  
Troy Thompson, Chairman, Laramie County Commissioners

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Debra Lee, Laramie County Clerk

CONTRACTOR: EC Power Systems

By:  Date 11/10/17  
Title: manager

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  Date 12/13/17  
Gladys Ayokosok  
Deputy Laramie County Attorney



3233 Oakland St. Aurora, Co 80010 303.360.7110 Fax 303.360.9579

## **MAINTENANCE AGREEMENT TERMS & CONDITIONS**

**Agreement No: 17-650202**

**Bill To: Laramie County Combined  
Communications**

**Attn: Glen Crumpton  
2020 Capital Ave  
Cheyenne, WY 82001**

**Date: 10/17/17**

**Ship To: Multiple Locations (see below)  
Glen 307-633-4330**

The charges set for the service to be rendered, as set forth on Schedule A, & B, attached hereto, is based on average inspection times. If additional labor is required for repairs beyond the scope of **Agreement**,

**E C Power Systems** will gain Owner's consent before performing such work. Material, supplies and labor above the scope outlined in Schedule A & B will be billed at **E C Power Systems** standard retail rates.

Emergency service between regular inspections will be provided at regular rates for labor and parts plus the established travel charges to the locations of the generator set. Incidental labor charges not specifically covered in the scope of the agreement shall be billed at **E C Power Systems** retail rates. These include, but are not limited to, Owner/Manager requested standby time, and waiting for access.

It is understood by this **Agreement**, **E C Power Systems** is not obligated to supply any parts, labor, or travel expenses, other than those specifically mentioned in schedule A & B. It does not include expenses to repair damages caused by abuse, accident, theft, acts of third party, forces of nature, or altering the equipment. **E C Power Systems** shall not be responsible for failure to render the service for causes beyond its control including labor strikes and labor disputes.

**E C Power Systems** warrants its service labor to be free from defects in workmanship for 30 calendar days. This warranty is expressly in lieu of any other warranties, expressed or implied including any warranty or merchantability or fitness for a particular purpose. Remedies under this warranty are expressly limited to repairs as specified above and any claims for loss arising out of failure of the product to operate for any period of time or from special, indirect or consequential damages or from other economic losses, are expressly excluded. In addition, the owner must have paid his account or be current before any Warranty work is done.

**Payment:** Applicant(s) agree to pay invoices in full within 30 days from invoice date. To pay service charges 1.5% per month (18% per year) or maximum permitted by law, whichever is less, on all past due amounts. If any amount owed to **EC Power Systems** is not paid when due, **EC Power Systems** may at its option: place the account on **C.O.D.**, terminate any unfilled orders, or discontinue any service until the account is current.

**Default:** If applicant(s) are in default, applicant(s) to pay all collection costs and expenses, including attorney's fees and all costs, whether or not an action is commenced, and included those at any appellate level.

**Miscellaneous:** Any change in applicant(s) business structure shall not affect applicant(s) obligations under this agreement unless **EC** agrees otherwise in writing. By signing here you **AGREE TO ALL TERMS OF THIS AGREEMENT AND ALL TERMS OF ANY SALES OR SERVICE AGREEMENTS PREPARED BY EC**



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: Generac

Unit Model #: 19018510100

Unit Serial #: 9489716

Location: 11453 Thunder Rd, Cheyenne WY

2 Year "A" & "B"

Schedule "A": \$920.00 each (includes Load Bank)

1 Time Per Year

Schedule "B": \$285.00 each

3 Time Per Year

Make: Generac

Unit Model #: 4235190100

Unit Serial #: 2077792

Location: 514 W. Fox Farm Rd, Cheyenne, WY

2 Year "A" & "B"

Schedule "A": \$958.00 each (includes Load Bank)

1 Time Per Year

Schedule "B": \$285.00 each

3 Time Per Year

**TOTAL:** Two Year Agreement \$7,176.00

**Initial One:**  
Two Year



**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.

<b>Regular Rate:</b>	<b>Monday - Friday, 8:00 A.M. - 4:30 P.M.....</b>	<b>\$125.00</b>
<b>Overtime Rate:</b>	<b>Monday - Friday, Before 8:00 A.M. or after 4:30 P.M.....</b>	<b>\$187.50</b>
<b>Weekend Rate:</b>	<b>All times on Saturdays and Sundays .....</b>	<b>\$187.50</b>
<b>Holiday Rate:</b>	<b>All times on major holidays.....</b>	<b>\$250.00</b>
<b>Mileage Rate:</b>	<b>Round trip per mile .....</b>	<b>\$1.75</b>



## 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. Fuel sample pulled and analyzed for visible solids and moisture, as requested by customer.\*\*\*
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.

\*\*\*Additional cost will be incurred for requested fuel samples.

Owner/Manager	Date
Jennifer Schenderlein	10/17/17

EC Representative	Date
<b>Local branch Phone Number</b>	
<b>303-360-7110</b>	



## 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
Jennifer Schenderlein	10/17/17

EC Representative	Date
-------------------	------

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