

**ADDENDUM TO PLANNED MAINTENANCE AND ANNUAL SERVICE RENEWAL  
AGREEMENT for 2025**

**Between  
LARAMIE COUNTY AND POWER SYSTEMS WEST, INC.**

THIS ADDENDUM is made and entered into by and between the Laramie County, P. O. Box 608, Cheyenne, Wyoming 82003, Wyoming 82009 ("COUNTY") and Power Systems West, Inc., 3233 Oakland St., Aurora, CO 80010 ("CONTRACTOR") (COUNTY and CONTRACTOR collectively known as "Parties" herein.) The Parties agree as follows:

**I. PURPOSE**

The purpose of this Addendum is to modify the "Service Proposal: Planned Maintenance and Annual Service Agreement" (hereinafter "Agreement"), dated May 28, 2025, attached and incorporated herein as "Attachment A." The Agreement is for CONTRACTOR to maintain, inspect and test cooling systems and generators for the benefit of COUNTY at the following locations ("Locations"): Laramie County Courthouse, 320 W. 20th St, Cheyenne, WY 82001, Laramie County Public Health, 100 Central Ave, Cheyenne, WY 82007, Coroner's Office, 3966 Archer Parkway, Cheyenne, WY 82007, Juvenile Center, 13794 Prairie Ctr Circle, Cheyenne, WY 82001, Public Works Building, 13797 Prairie Ctr Circle, Cheyenne, WY 82009, Fairgrounds Facility, 3801 Archer Pkwy, Cheyenne, WY 82009, EMA Storage, 2020 Carey Ave, Cheyenne, WY 82001, Well 400, 3801 Archer Pkwy, Cheyenne, WY 82009, EMA Storage, 11300 Prairie Ctr Circle, Cheyenne, WY 82007, Water Tower, 11453 Thunder Rd, Cheyenne, WY 82009. The Agreement comprises of a Service Proposal ("Proposal") (8 pages) and General Terms and Conditions ("Terms and Conditions") (1 page) dated May 28, 2025. For purposes of reference and interchangeability: CONTRACTOR is referred to as "Company" in the Agreement and COUNTY is referred to as "Customer" in the Agreement.

**II. TERM**

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until the Agreement and Addendum are completely performed or are terminated as provided herein.

**III. RESPONSIBILITIES OF COUNTY**

COUNTY shall pay CONTRACTOR thirty-three thousand six hundred fifty dollars (\$33,650.00), for the year 2025, for a renewal of services at Locations detailed in "Attachment A". Prior approval will be required from COUNTY (typically by change order) for any inspection

visits or load bank tests performed by CONTRACTOR that exceed one (1) said visit, per those itemized on page 3 of Proposal for each location.

#### **IV. RESPONSIBILITIES OF CONTRACTOR**

CONTRACTOR shall provide and complete the services at Locations as fully described in "Attachment A." CONTRACTOR will require approval from COUNTY for any charge that exceeds the total annual cost in Section III or for parts that exceed those itemized on page 3 of the Proposal for each maintenance and inspection for each location, which include the cost of said parts in their estimate for those services.

#### **V. MODIFICATIONS TO AGREEMENT**

1. Page 2 of Proposal, Bolded Section of "PM Schedule and Pricing" commencing "Each year this contract..." is hereby **removed** as this is a single year renewal.
2. Page 3 of Proposal, **removed** as this is a single year renewal.
3. Page 4 of Proposal, Service Charges, sentence 2 commencing "Replacement Parts..." is hereby **removed** as the cost of parts are already included on page 2 of the Proposal and addressed in Sections III and IV of this Addendum.
4. Page 6 of Proposal in its entirety commencing "Terms: Net 30 Days, Upon Credit Approval ..." and ending with "attorney's fees to the successful party litigant." is hereby **removed** as this Addendum excludes or addresses all terms contained therein.
5. Page 7 of Proposal, section titled "Payment and Cancellation Terms" are hereby **removed** as these terms cannot apply to a government entity or are superseded by the terms of this Addendum.
6. Page 7 of Proposal, section titled "Miscellaneous" are hereby **removed** as these terms cannot apply to a government entity or are superseded by the terms of this Addendum.
7. Sections 2 through 8 of Terms and Conditions are hereby removed in their entirety as those matters are superseded by the terms of this Addendum.
8. Section 3 of Terms and Conditions is hereby removed.

**All "removed" items under this Modifications section will have no force or effect on the Parties.**

## VI. GENERAL PROVISIONS

1. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of the 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.

2. Entire Agreement: The Agreement (9 pages) and this Addendum (6 pages) represents the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

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

4. Modification: This Agreement and Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

5. 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 either party, with thirty (30) days' prior written notice to the other party; (c) pursuant to the terms of the Agreement; or (d) upon mutual written agreement by both parties.

6. Invalidity: If any provision of this Agreement and Addendum 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 the provisions of this Agreement and Addendum are fully severable.

7. Applicable Law and Venue: The parties mutually understand and agree this Agreement and Addendum 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 and Addendum 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 or the Federal District Court, District Of Wyoming. This provision is not intended nor shall it be construed to waive the COUNTY's governmental immunity as provided in this Agreement and Addendum.

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

9. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a 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.

10. Governmental/Sovereign Immunity: The 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 and Addendum. 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 and Addendum.

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

12. Indemnification and Insurance: Each Party to this Agreement and Addendum shall assume the risk of liability arising from its own conduct. In no event shall such liability exceed in value the fees for services payable by COUNTY or to CONTRACTOR pursuant to this Addendum. Neither party agrees to insure, defend or indemnify the other. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide the COUNTY with proof of such insurance.

13. 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.

14. Force Majeure: Neither party shall be liable to perform under this Agreement and Addendum 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.

15. Limitation on Payment: The 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 the COUNTY at the end of the period for which funds are available. The COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be effected 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 the COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to the COUNTY in the event this provision is exercised, and the 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.

16. 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.

17. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

18. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

**[remainder of page intentionally left black, signatures on following page]**

**ADDENDUM TO PLANNED MAINTENANCE AND ANNUAL SERVICE RENEWAL  
AGREEMENT for 2025**

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LARAMIE COUNTY AND POWER SYSTEMS WEST, INC.**

**SIGNATURE PAGE**

LARAMIE COUNTY

By: \_\_\_\_\_ Date \_\_\_\_\_

Chairman, Laramie County Board of Commissioners

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_

Debra Lee, Laramie County Clerk

CONTRACTOR: POWER SYSTEMS WEST, INC.

By: Jennifer Schenderlein  Date 6-19-25

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  Date 6-25-25

Laramie County Attorney's Office





# SERVICE PROPOSAL

## YOUR SOURCE FOR:

GENERATORS,  
SERVICE, PARTS,  
& RENTAL.

Power Systems West is a regional leader in providing reliable backup power. We offer various reliable power solutions, from industrial generators and temp power mobile units to energy storage systems and electric vehicle chargers.

With emerging power technologies on the horizon, we're expanding our capability to continue providing what we've done consistently since 1955: Powering the West.



## Planned Maintenance and Annual Service Agreement

Upon acceptance of this agreement, the servicing agent will perform the specified services on described equipment at intervals specified.

**Servicing Agent:**  
Power Systems West

**Customer Bill To:**

**Date:** 5/28/2025

Laramie County Government (C6000096)			
309 W 20th St. Suite 1900			
Cheyenne		WY	82001
Email Address:	jpribble@laramiecounty.com		
Attn:	Jerry Pribble	Ph:	307-633-4341
<input type="checkbox"/> New PM	<input checked="" type="checkbox"/> Renewal PM	Fax:	

**Ship To Location(s):**

See next page

See next page for model and unit location information.

<b>Make:</b>		<b>Model:</b>		<b>Serial:</b>		<b>KW:</b>	
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PM Schedule and Pricing:

Please Select Plant, Options and Terms	QTY	Description	Price Per Inspection		Price for Annual Full Service	Total Annual Cost
<input type="checkbox"/> Monthly		Monthly	@	+	=	
<input type="checkbox"/> Quarterly		Quarterly	@	+	=	
<input checked="" type="checkbox"/> Semi-Annual	11	Plus parts	@	See next page	See next page	\$33,650.00
<input type="checkbox"/> Annual Only		Annual Full Service	@		=	
<b>Additional Service Available (please select):</b>						<b>Price</b>
<input type="checkbox"/> Two (2) Hour Load Bank Test Per NFPA 110 (Annually)						See next page
<input type="checkbox"/> Four (4) Hour Load Bank Test (Annually)						
<input type="checkbox"/> Diesel Refueling Services can be provided at prevailing competitive rates. We can provide up to 100 gallons per visit and can be delivered during scheduled services. Any additional fuel requested is subject to delivery fees.						
<input type="checkbox"/> Generator system monitoring fee (annual amount invoiced each January) *Additional equipment required						
<input checked="" type="checkbox"/> Annual Diesel Fuel Analysis Test						\$150.00 each
<input checked="" type="checkbox"/> Annual Engine Oil Analysis Test						Included
<input checked="" type="checkbox"/> Annual Coolant Fluid Analysis Test						Included
<input type="checkbox"/> Triennial Service (Replace Belts, Upper & Lower Coolant Hoses, Thermostats, Radiator Cap, Coolant, Air Filter and Batteries)						
<input type="checkbox"/> Confidence testing						
<input type="checkbox"/> ATS Maintenance *With equipment de-energized.						
Each year this contract pricing will increase by 3%. Power Systems West will automatically renew this agreement at the end of the initial 3 year term for an additional 3 year term, unless notified in advance by the customer. This will enable continuation of services.						

Prices are based on all services being completed between 8:00am and 5:00pm Monday - Friday. Except as otherwise noted and assumes access for our service vehicle within 50 feet of generator on same level. PM Service Agreement visit does not include parts. **Parts are in addition to services provided.**



Location: Court House - 309 W 20th St.

Model: Kohler 250ROZD  
Serial: 355701

Annual Maintenance - cost per visit \$1,530.00 (PM parts included)  
Semi-Annual Inspection - cost per visit \$670.00  
Load Bank: \$1,875.00 Initial: \_\_\_\_\_

Location: Central - 100 Central Ave

Model: Cummins DGGD-7279377 (35kw dsl)  
Serial: K080219125

Annual Maintenance - cost per visit \$885.00 (PM parts included)  
Semi-Annual Inspection - cost per visit \$495.00  
Load Bank: \$955.00 Initial: \_\_\_\_\_

Location: Coroners Office - 3966 Archer Parkway

Model: Cummins DSHAD-6862750 (150ks dsl)  
Serial: D110209448

Annual Maintenance - cost per visit \$1,290.00 (PM parts included)  
Semi-Annual Inspection - cost per visit \$670.00  
Load Bank: \$1,875.00 Initial: \_\_\_\_\_

Location: Juvenile Ctr - 13794 Prairie Ctr Circle

Model: Cummins DSHAC-7503939 (200kw dsl)  
Serial: G110233582

Annual Maintenance - cost per visit \$1,530.00 (PM parts included)  
Semi-Annual Inspection - cost per visit \$670.00  
Load Bank: \$1,875.00 Initial: \_\_\_\_\_

Location: Public Works - 13797 Prairie Ctr Circle

Model: Generac 12978570100 (500kw dsl)  
Serial: 2110892

Annual Maintenance - cost per visit \$1,635.00 (PM parts included)  
Semi-Annual Inspection - cost per visit \$690.00  
Load Bank: \$2,075.00 Initial: \_\_\_\_\_

Location: Fairgrounds Facility - 3801 Archer Pkwy

Model: Generac SG0700 (70kw)  
Serial: 3004527091

Annual Maintenance - cost per visit \$890.00 (PM parts included)  
Semi-Annual Inspection - cost per visit \$495.00  
Load Bank: \$955.00 Initial: \_\_\_\_\_

Location: EMA Storage - 2020 Carey Ave

Model: Onan 150.0DYG-15R/11775P (150kw)  
Serial: I770263349 (dsl)

Annual Maintenance - cost per visit \$1,290.00 (PM parts included)  
Semi-Annual Inspection - cost per visit \$670.00  
Load Bank: \$1,875.00 Initial: \_\_\_\_\_

Location: Well 400 - 3801 Archer Pkwy

Model: Generac RG10090GNAC (96kw LP)  
Serial: 3014462077

Annual Maintenance - cost per visit \$890.00 (PM parts included)  
Semi-Annual Inspection - cost per visit \$495.00  
Load Bank: \$955.00 Initial: \_\_\_\_\_

Location: EMA Storage - 11300 Prairie Ctr Circle

Model: Generac SD200 (200kw dsl)  
Serial: 3014261879

Annual Maintenance - cost per visit \$1,530.00 (PM parts included)  
Semi-Annual Inspection - cost per visit \$670.00  
Load Bank: \$1,875.00 Initial: \_\_\_\_\_

Location: Water Tower - 11453 Thunder Rd.

Model: Generac RG10090KVAC (100kw LP)  
Serial: 3014474368

Annual Maintenance - cost per visit \$890.00 (PM parts included)  
Semi-Annual Inspection - cost per visit \$495.00  
Load Bank: \$955.00 Initial: \_\_\_\_\_

## Preventative Maintenance Schedule:

### Each Scheduled trip will include:

- ✓ Inspection of cooling system fan, fan blades, remote cooling fan motor.
- ✓ Inspection of all cooling system hoses and adjustment of hose clamps, if necessary.
- ✓ Inspection of engine belts, checking belt tension, and adjust if necessary.
- ✓ Inspection of the engine block heater for proper operation, temperature and flow.
- ✓ Inspection and cleaning of generator controller and area (if required).
- ✓ Inspection of gauges for proper operation and adjustment, if needed.
- ✓ Inspection of shut down functions, including emergency stop for proper operation.
- ✓ Inspection of Automatic Transfer Switch for proper operation (with or without load).
- ✓ Checking of settings for Automatic Transfer Switch.
- ✓ Verifying proper operation of Remote Annunciator panel.
- ✓ Checking of all bulbs in controller for proper operation.
- ✓ Inspection and testing of both the engine battery charging alternator, and the system battery charger (Adjustments made, if necessary).
- ✓ Generator set will be started and run, to verify proper operation of unit.
- ✓ Inspection and adjustment of all gauges.
- ✓ Inspection of anti-freeze/coolant level.
- ✓ Inspection of generator for oil, fuel, and coolant leaks.
- ✓ Inspection of exhaust system and silencer for leaks, cracks, and deterioration.
- ✓ Draining of moisture from exhaust piping (if equipped).
- ✓ Checking batteries for water level, level of charge and corrosion on terminals.
- ✓ Checking fuel system, including day tank or transfer tank (if equipped)
- ✓ Visual ATS inspection

### Every year, the following will also be performed:

Lubrication oil and filters will be changed

Fuel filters will be changed

Inspection of air filter element.

\*Air filter can be replaced as needed, at an additional cost with customer approval.

### Service Charges

1. No Services or Materials are under this contract unless specifically referred to herein.
2. Replacement Parts will be billed at prices prevailing at time of use.
3. It is agreed that Power Systems West will supply labor and test equipment to perform the above-indicated planned maintenance, per the contracted pricing schedule.
4. **All applicable Surcharges, permits and sales tax will be applied to all maintenance and service call invoices.**

## Extended Repair Schedule

To optimize the up time of your back-up power generator we recommend regular schedule repairs over the extended life of the equipment. Opting in will allow our service department to prepare in advance for these services and ensure your equipment runs when necessary.

### Every 2 years

- Replace Batteries
- Replace Battery Cables as necessary

### Every 3-years, the following will be performed:

- Replace Radiator Hoses & Clamps
- Replace Coolant & T-Stat's
- Replace Block Heater & Hoses
- Replace Radiator Cap
- Replace Belts & Tension Pullies (Check Eng. Alternator – Replace as needed)

### Every 10 Years

- Natural Gas Units
  - Replace Starter
- Diesel Engines
  - Replace Starter
- Replace Battery charger (s)
  - Most charges have a Built date on them

### Additional Repairs quoted as needed:

- Frames and housing s rusting (needs cleaning and painting)
- Fuel Tanks Rusting
- Sensors need to be checked
- Alarms Not working
- Gauge is non readable
- Fuel lines over 5 years old
- Low Fuel Alarm wires not connected to controller
- Vent Clogged
- Fill Bucket or Fill Port broken
- Fencing or Gate damage
- Ballard Damage
- Exhaust pipes, mufflers
- Radiator overfill bottles missing or broken
- Rain cap sticking and rusting
- Fuel polishing

\_\_\_\_ Initial to OPT OUT of repair schedule as stated above

### Additional Items Included In Agreement:

Labor Rates: \$220.00 RT / \$330.00 OT	

## Terms: Net 30 Days, Upon Credit Approval

- **Taxes and Environmental Fees:** Prices do not include applicable federal, state, local, use, property, or excise taxes and/or environmental fees. If any such taxes/fees are imposed, the Service Agent will bill them to the customer as a separate item. In lieu of such taxes/fees, the customer shall provide with each order a tax exemption certificate, which shall be acceptable to the proper taxing authorities.
- **Emergency Service:** Emergency Service between scheduled services dates will be provided at rates in effect at time of service for labor, parts, mileage and travel. Travel rates will be only for travel to locations accessible by public roads. Lodging and other miscellaneous expenses shall be billed at cost.
- **Customer Responsibility:** The customer or customer's authorized agent shall maintain a regular record of service for review. Record of customer-performed service shall be kept and made available to servicing agent at time of scheduled maintenance call.
- **Servicing Agent Responsibility:** Insofar as practical, the servicing agent shall maintain a complete service history. It is agreed that this agreement covers only those items outlines and that it does not include any expense to repair damage caused by abuse, accident, theft, acts of a third person, forces of nature, alteration of equipment, or improper operation.
- The Servicing Agent agrees to maintain a representative stock of replacement parts and a competent factory trained service organization. The Servicing Agent shall not be responsible for failure to render the service due to causes beyond its control, including strikes, labor disputes, acts of God, etc., or any incidental or consequential damages.

This Service Agreement is Entered into by Power Systems West and the generator set Owner for the purpose of setting forth the terms and conditions governing Power Systems West obligations to service Owner's emergency standby generator set(s) and associated equipment.

It is understood that by this Agreement, Power Systems West is not obligated to supply any parts, labor or traveling expenses, other than those specifically mentioned above. It does not include expenses to repair damages caused by abuse, accident, theft, acts of third person, and forces of nature or altering the equipment. Power Systems West shall not be responsible for failure to render the service for causes beyond its control, including strikes and labor disputes.

This Agreement is not assignable without the consent of both parties and will remain in force until cancelled by either party through 30 days written notice to the other.

Should either party breach the written Agreement, and should legal action be instituted to enforce the right or duties herein set forth, then the Court concerned may award attorney's fees to the successful party litigant.

**Payment & Cancellation Terms.** Upon credit approval, full payment is due 30 days from invoice date. A 3% fee will be added for credit card payments. There shall be NO retainage. Payments not made on their due date shall accrue interest at the rate of 18% per annum. Purchaser agrees to be bound to same cancellation policy PSW is bound to with suppliers relevant to project. PSW must receive 100% payment before start-up services will be performed (failure to complete proper, authorized startup procedures may void any manufacturer warranty). Terms of any order may not be changed except by written agreement of both PSW and purchaser(s). Any request to cancel an accepted order is subject to PSW's written approval.

**Miscellaneous:** Any change in applicant(s) business structure shall not affect applicant(s) obligations under this agreement unless **Power Systems West** 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 Power Systems West** on behalf of applicant(s), which may be you. If other than applicant(s), signer represents that he/she is an agent of, and authorized to sign on behalf of applicant(s).

Signed \_\_\_\_\_ Date \_\_\_\_\_

Print name \_\_\_\_\_ Title \_\_\_\_\_

Email \_\_\_\_\_

**PLEASE CIRCLE ALL THAT APPLY:**

RESIDENCE ☐ CORPORATION ☐ BRANCH ☐ DIVISION ☐ SOLE PROPRIETORSHIP ☐ PARTNERSHIP ☐  
LLC ☐

Name of Parent Company  
\_\_\_\_\_

**Power Systems West Servicing Location:**

Aurora

**PORTLAND**  
1805 NW 21st Ave  
Portland, OR 97209  
(503) 224-3623

**SEATTLE**  
2044 48th Ave, Ct. E.  
Fife, WA 98424  
(253) 517-1701

**BOISE**  
4499 Market Street  
Boise, ID 83705  
(208) 342-6541

**SALT LAKE CITY**  
3738 West 2340 South, Suite E  
Salt Lake City, UT 84120  
(801) 886-1424

**DENVER**  
3233 Oakland Street  
Aurora, CO 80010  
(303) 360-7110



**Service Agreement**

It is mutually understood that this four-page proposal set forth constitutes the entire AGREEMENT

Jennifer Schenderlein

By

AMPS Territory Manager

Title

5/28/2025

Date

By

Title

Date

## Power Systems West (PSW) – General Terms & Conditions

1. **Warranties.** To the extent that the Goods may be covered by manufacturers' warranty, PSW hereby assigns all rights & benefits under such to Buyer, if assignable, and undertakes to assist Buyer in the coordination of any claims under such warranties. Seller makes no further warranty of any kind with respect to the Goods. PSW DISCLAIMS ANY AND ALL WARRANTIES. THERE ARE NO EXPRESS WARRANTIES AND THERE ARE NO IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THERE ARE NO OTHER IMPLIED OR EXPRESS WARRANTIES OF ANY NATURE WHATSOEVER.
2. **Limitation of PSW'S Liability.** Purchaser(s) agrees that PSW will not be liable for any direct, consequential, liquidated, incidental, or any other damages arising from contract, equipment failure, labor, pricing, warranty, late or non-delivery, negligence, strict liability, or tort shall now or any time in the future be recoverable from PSW or any of its agents. Purchaser(s) assumes all risks and liabilities inherent with the possession or operation of the equipment provided by PSW. Purchaser's right, now existing or arising at any time in the future, to recover such damages is hereby fully, finally, irrevocably and unconditionally waived, released and discharged. Notice of any defect in the Work or Equipment shall be made within 24 hours of the act or omission giving rise to the defect. The sole and exclusive remedy is replacement of the nonconforming goods or refund of that portion of Customer's payment attributable to such goods at PSW's sole discretion.
3. **Pricing.** All pricing excludes sales and other taxes, permits, fuel, installation, and handling, all of which shall be paid by the Purchaser(s.) All orders are subject to acceptance by PSW at the time of order release. Prices may be adjusted by PSW, upon notice to Purchaser(s), at any time prior to delivery to reflect any increase in PSW's cost of materials, components, shipping, and/or logistics, fuel, change in law, labor, taxes, duties, tariffs, quotas, acts of Government, force majeure, or any extra and unforeseen or unusual cost elements.
4. **Payment & Cancellation Terms.** Upon credit approval, full payment is due 30 days from invoice date. A 3% fee will be added for credit card payments. There shall be NO retainage. Payments not made on their due date shall accrue interest at the rate of 18% per annum. Purchaser agrees to be bound to same cancellation policy PSW is bound to with suppliers relevant to project. PSW must receive 100% payment before start-up services will be performed (failure to complete proper, authorized startup procedures may void any manufacturer warranty). Terms of any order may not be changed except by written agreement of both PSW and purchaser(s). Any request to cancel an accepted order is subject to PSW's written approval.
5. **Default.** In the event the Purchaser(s) defaults on this invoice, Purchaser shall pay all recovery fees and costs. If a legal action is filed, Purchaser(s) shall pay PSW's reasonable attorney fees and costs (whether in the state or federal courts, including but not limited to the bankruptcy courts) for any court annexed arbitration, on any appeal, and on denial of any petition for review even if no action is filed. This Invoice shall be governed by and construed in accordance with Oregon law without resort to its conflict of laws principles.
6. **Shipping and Delivery.** All Equipment shall be shipped F.O.B. manufacturer's factory unless otherwise agreed in writing by PSW and purchaser(s). PSW is not responsible for goods lost or damaged in transit. In the event PSW agrees to delay shipment at purchaser's request, purchaser is responsible for any storage and handling costs. All orders are subject to availability to PSW at its then existing locations, sources, suppliers and costs. All delivery dates and times provided, if any, are estimates only and do not establish agreed upon delivery date(s). PSW will not be liable for any associated costs or damages for delivery delays.
7. **Return Policy.** It is at PSW's sole discretion to determine if goods will be considered for return from Purchaser(s). To be eligible to return goods, Purchaser(s) return request must occur in writing and within the first 30 days of receipt and must be inspected and approved by PSW in writing. Upon written approval, the purchaser(s) will be subject to a 25% restock fee plus any additional freight and handling charges on all return items.
8. **Indemnity and Hold harmless.** To the fullest extent permitted by law, purchaser(s) shall fully and forever indemnify, defend (with counsel reasonably acceptable to PSW) and hold PSW's employees, directors, successors and assigns harmless from any damage, claim, loss, expense and attorney fees (including those prior to any action, in an action and on any appeal) related to the performance or non-performance of purchaser's obligations under this Agreement; the ownership, performance or operation of the Equipment; or PSW's liability, if any, under CERCLA, RCRA, or any other federal or state statute related to toxic, hazardous or other dangerous substances.