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AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the County Judge to execute an agreement with Waukesha-Pearce Industries, Inc for generator maintenance at 401A Broadway in Precinct 1.

ITEM TYPE

CONSENT

MEETING DATE

August 13, 2013

AMOUNT REQUIRED

\$985.00

LINE ITEM NUMBER

120-675-00.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: BILL HERZOG

REQUESTED BY

GARZA

SPONSOR

COBB

CO-SPONSOR

N/A

SUMMARY

This is a renewal of a previous contract for generator maintenance at the Local Health Department facility.

FILED:

08-13 13

HAYS COUNTY COMMISSIONERS' COURT

Resolution # 28221 VOL V PG 213



6450 North Loop 1604, San Antonio, TX 78247
Tel. 210-653-5011 FAX. 210-653-5003

PLANNED MAINTENANCE AGREEMENT

DATE: August 7, 2013

TOTAL AGEEMENT \$ 985.00 (plus applicable tax)

This Planned Maintenance Agreement ("Agreement") is entered into by **Waukesha-Pearce Industries, Inc.** ("WPI") and **A** ("Owner") for the purpose of performing planned maintenance on equipment listed below. The purpose of the Agreement is to obtain the best possible operation of the equipment and lessen the possibility of breakdown and emergency maintenance/repair service. Upon acceptance of this Agreement, WPI will render the services and furnish the products outlined below. The services will be rendered during normal business hours of **7:30 a.m.** and **4:00 p.m.** Monday through Friday, excluding holidays. The number of regularly scheduled maintenance trips in a calendar year will be () Twice per year.

1. SERVICES TO BE PERFORMED AND PRODUCTS FURNISHED BY WPI (Unless specified in "Final Notes" section below):
 - a. Visually inspect the site and equipment
 - b. Gas Engine – inspect and adjust ignition system, and plugs
 - c. Diesel Engine – inspect injection system and pump
 - d. Inspect fuel system including day tank, (if applicable)
 - e. Replace (standby applications only) engine fuel filters annually, (if applicable)
 - f. Inspect, clean and/or replace as needed dry type air cleaner element, or clean and refill oil bath type air cleaner. AIR FILTERS ARE NOT INCLUDED IN THE CONTRACT PRICE AND WILL BE BILLED TO OWNER IF REPLACED.
 - g. Check block heater operation
 - h. Inspect cooling system for pressure leaks, verify antifreeze protection to a strength of 50% antifreeze and 50% water
 - i. Replace coolant filter, (if applicable)
 - j. Grease accessory drives and/or generator as necessary
 - k. Inspect and adjust engine fan belts as necessary
 - l. Inspect engine exhaust system for leaks or corrosion; check condensation trap and muffler condition
 - m. Check oil level, start unit, warm up and check and record oil pressure
 - n. Inspect starting system including batteries, cables, battery charger, alternator and record battery specific gravity reading
 - o. Inspect engine and generator control functions and time delays as applicable
 - p. Inspect all instruments for proper operation
 - q. Adjust frequency and voltage as required
 - r. Inspect and clean, (if applicable) generator slip rings and brushes
 - s. Inspect automatic switch(s) for proper operation which includes: time delays and exercisers where possible
 - t. Test run generator, loaded where possible and record readings
 - u. Change all lube oil and applicable filter elements Annually

- v. Lube oil furnished at location by WPI
- w. Fill antifreeze as needed (as associated with normal evaporation/loss), furnished at location by WPI
- x. Provide a written report after each inspection or repair call detailing any conditions found and advising further service required, in any, to promote operating dependability of the system

2. SERVICES TO BE PERFORMED BY OWNER:

The Owner shall maintain a regular recommended service procedure as listed below and further described in the system's Owner-Operator Manual. These procedures should be followed to assure minimum maintenance costs and to minimize emergency service. A record of these maintenance procedures should be maintained for reference.

- a. For Standby Systems only, quarterly service should be performed no earlier than (2) two months and no later than (4) four months from the initial service
- b. Exercise system weekly, manually or automatically
- c. Check for fuel, oil or coolant leaks
- d. Check lube oil, fuel and coolant level weekly on standby systems and daily on continuous duty systems
- e. Oil changes should be done in accordance with the published recommendations in the Owners Manual issued with the generator system

The Owner will provide access to the equipment under this Agreement without unnecessary delay. **Any waiting time for access to the equipment could be invoiced at the current published rates (see attached WPI published Labor Rate Sheet, Note: Published Labor Rates are subject to change without prior written notification).**

3. CHARGES FOR SERVICES BY WPI:

- a. The Owner agrees to pay WPI an annual fee of **\$985.00** for the above listed services and products provided by WPI
- b. Required parts not included in the quoted price and referenced in paragraph 1, will be billed to the Owner at the prices current at the time they are used/installed
- c. Hourly rates, mileage and miscellaneous charges will be billed to the Owner for repairs required during scheduled maintenance trips and also for emergency repairs done by WPI, when called to the location by the Owner at the current published rates (see attached Published Labor Rate Sheet)
Note: Published Rates are subject to change without prior written notification
- d. Terms of payment are Net-30 from date of Invoice, subject to WPI's Credit Department approval

4. 24-HOUR EMERGENCY SERVICE:

WPI will provide 24-hour emergency service in addition to regularly schedule service. Charges for emergency service will be billed to the Owner at the then published rates (see Published Labor Rate Sheet)
Note: Published Rates are subject to change without prior written notification.

Please note, that during times of hurricanes or other major disasters or events, emergency response services by WPI will be prioritized in such a manner that could cause a delay in our ability to respond promptly to Owner's request for service, as our first priority for service will be to hospitals, emergency care centers, nursing homes, fire and rescue facilities, and police stations. All requests for emergency services will be honored and we will make every effort to respond, but some delay in responding could and will likely occur however, PM Contract Customers take priority over all other

calls. We offer our apology in advance for any inconvenience this policy might subject Owner to, but due to the nature of our work during major storms or events, certain facilities must take precedence for service.

5. TERM OF THE AGREEMENT:

The term of this agreement will be one year and shall renew automatically for successive terms of one year each, until cancelled in writing by either party. The pricing contained in this Agreement will be review annually and if increased, WPI will provide written notification to Owner 30 days prior to the annual renewal date. This Agreement may be terminated at any time by either party upon thirty (30) days written notice to the other party at the address listed below and neither party shall assert a claim against the other party as a result of such termination.

6. WPI RESPONSIBILITY LIMITATIONS:

- a. WPI shall assume no liability for damage(s) to the generator or building electrical, mechanical or structural systems arising from Owner's or any third party's misuse, negligence or alterations
- b. WPI shall have no obligation to repair damage caused by Owner's or any third party's accident(s) or failure to provide a suitable installation as specified in the installation manual(s) furnished with the generator system
- c. WPI shall assume no liability for damage(s) caused in part or in whole as a result of civil strife, vandalism, catastrophe, Act of God, improper use of the system by the Owner or any third party or by other external causes to the system
- d. **WPI, nor Owner, shall in any event or under any circumstances arising from this agreement be liable to each other for lost profits or special, consequential or exemplary damages**
- e. WPI shall not in any event or under any circumstances arising from this agreement be liable to the Owner for any acts, conditions, or circumstances wherein Owner or any third party is negligent, whether or not caused by the joint, concurrent, or partial negligence of the Owner, or third party
- f. WPI shall not be liable for failure to perform any of its obligations under this Agreement if such failure is due to Acts of God, war or government in either its sovereign or contractual capacity, critical materials shortages, fires, floods, strikes, lockouts, freight embargoes, inclement weather, errors or defects in the data supplied by Owner, or by any other cause or condition beyond WPI's control

7. GENERAL:

- a. In the event any of the equipment covered by this Agreement is sold or moved, Owner must notify WPI in writing and cancellation will take place thirty (30) days after WPI's receipt of Owner's written notification
- b. The waiver by WPI of any breach of any provision of this Agreement to the Owner shall not constitute a waiver of any subsequent breach by the Owner
- c. This Agreement has been entered into and shall be governed and construed under the laws of the State of Texas
- d. This agreement contains the entire understanding of the parties and is intended as a final expression of their Agreement and a complete statement of terms thereof
- e. No representation or statement not expressly contained in the Agreement or incorporated herein by reference shall be binding upon WPI as a warranty or otherwise
- f. This Agreement is not subject to alternation except as mutually agreed in writing by the parties
- g. Owner acknowledges that it has read this Agreement and agrees to all terms and conditions herein.
- h. A Certification of Insurance by WPI will be mailed to the Owner upon request

ATTACHMENT – LIST OF OWNER EQUIPMENT TO BE SERVICED AND ADDRESS LOCATION WHERE EQUIPMENT IS LOCATED:

Hays County Health Dept. 180 KW Generac
401 A Broadway, San Marcus TX 78666 SN: 2072096

(1) Full service \$612.50
(1) Inspection- \$372.50

Sub-total - \$985.00 (plus applicable sales tax)

ACCEPTED:

DATED: August 7, 2013

WAUKESHA-PEARCE INDUSTRIES, INC

BY: Jeff Mechler

ADDRESS: 6450 North Loop 1604, San Antonio, TX 78247

PHONE: (210) 232-7836 FAX: (210) 653-5003

ACCEPTED:

DATED: _____

PRINT NAME: _____

SIGNATURE: _____

ADDRESS: _____

PHONE: _____ FAX: _____