

**AGREEMENT FOR ROUTINE
AND
EMERGENCY MAINTENANCE SERVICES**

This Agreement for Routine and Emergency Maintenance Services ("Agreement") is entered into this 19th day of December, 2017, to be effective as of January 1, 2018 ("Effective Date") by and between the **Southwest Metropolitan Water and Sanitation District**, a quasi-municipal corporation and political subdivision of the State of Colorado (hereinafter referred to as the "District") and **E C Power Systems**, a Colorado corporation (hereinafter referred to as "Contractor") whose business address is 3233 Oakland Street, Aurora, Colorado 80010, and whose telephone number is 303-360-7110.

RECITALS

WHEREAS, the District desires to receive routine and emergency maintenance and repair services for the generator at the District's Hogback Pump Station ("Pump Station Generator"); and

WHEREAS, Contractor represents that it has the personnel, equipment and expertise necessary to perform such services for the District, and that it has performed similar services for other public and private entities; and

WHEREAS, Contractor represents that it has a successful record of completing work of the highest quality with competent staff in a thorough and timely manner; and

WHEREAS, the District staff, after reviewing the Contractor's proposal, Number 17C2600 ("Proposal"), has determined to retain the Contractor to perform routine and emergency maintenance and repairs on the Pump Station Generator, upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the promises set forth herein, the District and Contractor agree as follows:

1. **Scope of Services.** During the Term of this Agreement, Contractor shall provide all labor, equipment, materials, oversight and direction necessary to perform the Tasks described in Contractor's Proposal (consisting of 5 pages), a copy of which is attached hereto as ***Exhibit A*** and incorporated herein by this reference (hereinafter collectively referred to as the "Services"). The Services consist of major service items and minor service items for the Pump Station Generator ("Routine Services"), as well as emergency response services ("Emergency Services"). In the event of a conflict or any inconsistency between the text of this Agreement and ***Exhibit A***, the text of this Agreement shall control.

2. **Notice to Proceed.** After District has received satisfactory certificates of insurance as required by Paragraph 16 below, Contractor is authorized to provide the Routine Maintenance Services described in Contractor's Proposal and to provide Emergency Services to District as, when and if such need arises.

If Emergency Services are necessary, the District will notify Contractor of the need for the same by calling Contractor at telephone number 303-360-7110, or such other number as Contractor shall hereinafter provide in writing to District.

3. **Completion of Work.** Time is of the essence with respect to Contractor's performance of Services hereunder. Contractor shall give this Agreement and the Services to be performed hereunder such priority as is necessary to cause the Services to be timely and promptly completed. Unless delayed by acts or the failure to act of the District or other causes beyond the control of Contractor and without extending any deadline established elsewhere in this Agreement, all Services shall be entirely completed and all deliverables as set forth in Contractor's proposal, if any, shall be delivered to the District no later than December 31, 2019.

4. **Confidentiality of Information.** Subject to the Public (Open) Records Act, Section 24-72-102, et. seq., C.R.S., as amended, Contractor will hold in strictest confidence all information furnished by the District or others during the performance of Services, including the results of any reports or investigations or observations made by Contractor or communicated to Contractor during its performance of Services. Contractor shall not disclose such information to others without the prior written consent of the District.

5. **Ownership of Work Product.** All documents of whatsoever kind or nature, if any, produced for the District as a result of the performance of Services under this Agreement by Contractor, including but not limited to all printed materials and electronic documents, shall be the sole property of the District and may not be used, sold or disposed of in any manner without prior written approval of the District's representative. All documents produced for the District as a result of Services performed hereunder shall be turned over to the District as and when completed.

6. **Contractor's Warranty.** Contractor warrants its Services as more particularly set forth in Contractor's Proposal, which District understands is Contractor's sole warranty for the Services provided hereunder.

7. **Standard of Care.** The District will not supervise the work of Contractor or instruct the Contractor on how to perform the Services. Contractor shall be fully responsible for the professional quality, technical accuracy, timely completion and coordination of services, including all work and reports, if any, are a part thereof, whether such work is performed directly by Contractor or by such subcontractors as approved by District in accordance with paragraph 24 below. Without additional compensation and

without limiting the District remedies, Contractor shall promptly remedy and correct any errors, omissions, or other deficiencies in the Services. Contractor represents that all Services performed under this Agreement shall be performed with competence and in accordance with the standard of care of Contractor's profession prevailing in Colorado.

8. **Compensation.** The District shall compensate Contractor for Services performed under this Agreement in accordance with the unit prices for the Routine Services as more particularly set forth on ***Exhibit A***. For any additional Services, including any Emergency Services, Contractor shall be compensated in accordance with the hourly and mileage rates set forth on Exhibit A. Notwithstanding any other provision contained in the Agreement to the contrary, the total compensation to Contractor shall not exceed \$3,116 during the 2-year term of this Agreement unless an optional load bank test is performed. If an optional load bank test is performed, it shall be paid for by District at the rate of \$950 per test performed.

The compensation to Contractor provided for by this Agreement is entire and complete. Contractor has not received and will not receive any other compensation in connection with this Agreement. Contractor warrants that it has not paid or promised to pay any compensation to anyone (except District approved subcontractors and the Contractor's officers and employees) in order to obtain this Agreement. It is further understood and agreed that, subject to the provisions of paragraph 24 below, Contractor will contract with and pay directly all subcontractors, if any, retained by Contractor for any Services that are subcontracted by Contractor.

9. **Method of Payment.** Contractor shall invoice the District for all Services performed under this Agreement after the Services have been completed, inspected, and accepted by the District. Invoices submitted by Contractor shall include a description of the Services rendered and an itemization of the charges contained therein and, where practical, shall be supported by such data or documents substantiating Contractor's right to payment as the District's manager may reasonably require, including but not limited to, the date the Services were performed, the man hours worked, the name, position and rate of each employee involved in the performance of the Services, the equipment used and the number of hours used, and a list of materials including actual and billed cost, together with copies of requisitions from subcontractors and suppliers, where applicable.

It is contemplated that all invoices submitted by Contractor will normally be paid within thirty (30) days of receipt by the District. However, notwithstanding any other provision contained in this Agreement to the contrary, the District shall have the right to refuse to pay all or any portion of an invoice that is inconsistent with this Agreement. The District may reasonably delay payment until it can verify the accuracy of an invoice, obtain releases or waivers with respect to work covered in the invoice, or resolve a dispute with the Contractor regarding an invoice.

10. **Conflict of Interest.** During the term of this Agreement, Contractor shall not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the Contractor fully performing its obligations under this Agreement or compromises the effectiveness of Contractor.

11. **Records and Audits.** Contractor shall at all times maintain a system of accounting records in accordance with its normal billing procedures, together with supporting documentation for all Services performed under this Agreement. Contractor shall make available for audit and reproduction by the District, all records, in whatever form, related to any and all Services performed under this Agreement. Contractor shall provide such availability during the term of this Agreement and for two (2) years thereafter. Contractor shall refund to the District any charges determined by any District audit to be inconsistent with this Agreement.

12. **Changes in Services.** The District shall have the right to order additions, deletions or changes to any Emergency or Routine Services authorized under this Agreement, so long as such changes are within the Scope of Services as set forth in Contractor's Proposal. Requests for material changes in any Services may be made by a District representative orally or in writing, provided, the oral request shall be confirmed by written request within two (2) days after the oral request. If the District directs Contractor to proceed with any material change, Contractor shall be paid for the change as agreed by the Parties.

13. **Independent Contractor.** In the performance of Services under this Agreement, Contractor shall be, for all purposes, an independent contractor and not an employee or agent of the District. Contractor and its employees and subcontractors, if any, shall in no way represent themselves to third parties as agents or employees of the District.

The District shall not supervise the work of the Contractor or instruct the Contractor on how to perform the Services. Contractor shall be responsible for the professional quality, technical accuracy, time of completion, and coordination of all Services rendered hereunder. Contractor agrees that all Services shall be performed in accordance with the District's engineering standards and specifications in effect the time the work is authorized, and in accordance with all applicable District rules, regulations, policies and procedures to the extent the Contractor is made aware of the same.

14. **No Unemployment Insurance or Workers' Compensation Benefits.** Contractor is not entitled to unemployment insurance or workers' compensation benefits as a result of the performance of Services for the District. Contractor is required to provide workers' compensation and unemployment insurance benefits for all contractor employees and/or subcontractors retained by Contractor.

15. **Payment of Taxes.** Contractor is fully liable for any federal and state income and withholding taxes, unemployment taxes, FICA taxes, and worker's compensation payments and premiums applicable to any Services, or additional services performed under this Agreement. Contractor shall indemnify the District for any liability resulting from nonpayment of any such taxes and sums.

16. **Insurance.** Neither Contractor nor any subcontractor, agent, or employee thereof shall commence work on any Services authorized under this Agreement until the following minimum insurance coverages have been obtained:

(a) **Workers' Compensation and Employer's Liability Insurance.** Contractor and each subcontractor shall carry Worker's Compensation and Employer's Liability Insurance to cover liabilities under the laws of the State of Colorado in connection with the Services performed under this Agreement. Contractor and each subcontractor, if applicable, shall carry a separate policy.

(b) **Commercial General Liability Insurance.** Contractor and each subcontractor, if any, shall carry Commercial General Liability Insurance, which shall include blanket contractual liability coverage. Such insurance shall be in the amount of \$1,000,000 for each occurrence and \$1,000,000 general aggregate in combined single limit coverage for bodily injury and property damage.

(c) **Automobile Liability Insurance.** Contractor and each subcontractor, if applicable, shall carry Automobile Liability Insurance to include owned, non-owned and hired vehicles used in the performance of Services under this Agreement. Such insurance shall be in the amount of \$1,000,000 per occurrence and \$1,000,000 general aggregate and combined single limit coverage for bodily injury and property damage.

Prior to commencing any Services under this Agreement, Contractor shall provide the District a Certificate of Insurance evidencing the policies required by this paragraph as well as the amounts of coverage for the respective types of coverage required. The required Commercial General Liability and Automobile Liability policies shall: (i) name the District as an additional insured for coverage only, with no premium payment obligation; and (ii) provide that the coverage for the District shall not be impaired by Contractor's or any subcontractors' failure to comply with any of the terms or conditions of the policy. Contractor and each subcontractor shall provide Certificates of Insurance (and renewals thereof) identifying this Agreement and demonstrating that the required coverage have been obtained. Contractor shall not allow any subcontractor, agent or employee to commence work on any Services until appropriate Certificates of Insurance has been obtained and approved by the District. The coverages specified in each Certificate of Insurance shall not be terminated, reduced or modified without providing at least thirty (30) prior written days notice to the District.

17. **Compliance with Laws.**

(a) **Laws and Regulations.** In performing this Agreement, Contractor shall comply with all applicable laws, rules and regulations, including but not limited to all federal, state and local laws

(b) **Illegal Aliens.** In addition to Paragraph 17(a) above, Contractor certifies that Contractor shall comply with the provisions of Section 8-17.5-101, C.R.S., et seq. Contractor shall not knowingly employ or contract with an illegal alien to perform Services under this Agreement, or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien. The Contractor represents, warrants and agrees that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform Services under the Agreement through participation in either the E-Verify Program or the Department Program described in Section 8-17.5-101, C.R.S. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Contractor obtains actual knowledge that a subcontractor performing Services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall: (i) notify the subcontractor and the District within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contract with an illegal alien. Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If Contractor fails to comply with any requirement of Section 8-17.5-102(2), C.R.S., the District may terminate this Agreement for breach and the Contractor shall be liable for actual damages to the District. If the Contractor participates in the Department Program, Contractor shall provide the affirmation required under Section 8-17.5-102(5)(e)(III), C.R.S., to the District.

18. **Indemnification.** Contractor hereby expressly agrees to defend, indemnify and hold harmless the District, its officers, agents, employees and insurers against any and all liability, loss, damage, action, cause of action or expense of whatsoever kind or nature (including court costs and reasonable attorneys' fees) which may result from any loss, injury, death or damage allegedly sustained by any person, firm, corporation or other entity and that arises out of or is caused by any actual or allegedly negligent or wrongful act or omission of the Contractor, its officers, agents or employees (or the Contractor's subcontractors, or any of said subcontractor's officers, agents or employees) in connection with, or in any way arising out of this Agreement. Contractor's obligation to defend and indemnify shall survive termination of this Agreement.

19. **Acceptance Not A Waiver.** The District's approval of any Services and the payment therefore shall not in any way relieve Contractor of responsibility for the quality of the workmanship and materials incorporated into any job or project. The District's approval, acceptance of, or payment for any Services shall not be construed to operate as a waiver of the District's rights under this Agreement, or of any cause of action arising out of the performance of this Agreement.

20. **Term.** Subject to the provisions of Paragraph 21 and 24 below, this Agreement shall commence on January 1, 2018 and shall expire on December 31, 2019.

21. **Suspension/Termination.** The District reserves the right to terminate this Agreement in whole or in part for any reason or no reason or to suspend all or any portion of the Services by giving ten (10) days prior written notice to the Contractor. If this Agreement is terminated or suspended either in whole or in part, the District shall pay the Contractor equitably for all Services properly performed prior to the effective date of such suspension or termination. If any of the Emergency Services, or Routine Services authorized hereunder are suspended by the District and the Contractor is not given an order to resume work within thirty (30) days from the effective date of the suspension, this Agreement shall be considered terminated. Upon termination, Contractor shall immediately deliver to the District any documents then in existence that have been prepared by the Contractor pursuant to this Agreement.

22. **Default.** Every term and condition of this Agreement shall be deemed to be a material element of this Agreement. In the event either Party shall fail or refuse to perform according to the material terms of this Agreement, such Party may be declared in default by the other Party by a written notice.

23. **Remedies.** In the event a Party has been declared in default, such defaulting Party shall be allowed a period of fifteen (15) days within which to correct or commence correcting, the default. In the event the default has not been correct or begun to be corrected, or the defaulting Party has ceased to pursue the correction with due diligence, the Party declaring default may elect to (a) terminate this agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. In the event Contractor fails or neglects to perform the Services of this Agreement, the District may elect to correct such deficiencies and charge contractor for the full cost of the corrections.

24. **No Multiple Fiscal Year Obligations.** No provision of this Agreement shall be construed or interpreted as creating an indebtedness or a multiple fiscal year direct or indirect debt or other multiple year financial obligation whatsoever of District within the meaning of any constitutional or statutory debt limitation provision including, without limitation, Article XI, Sections 1, 2, and 6 and Article X, Section 20 of the Colorado Constitution. This Agreement shall not directly or indirectly obligate the District to make any payment beyond the funds legally available to it for the then current

fiscal year. No provision of this Agreement shall be construed to pledge or create a lien on any class or source of monies of the District, nor shall any provision of this Agreement restrict or limit the discretion of the District in the budgeting and appropriation of its funds. Further, the District shall notify Contractor if funds are exhausted for any fiscal year, and Contractor may, at its discretion, decide whether to continue working for the District during that fiscal year.

25. **Assignment and Subcontractors.** Contractor shall not assign to any other person or firm the performance of any of the Services hereunder in whole or in part, without the prior written approval of the District, which may be withheld for any reason. All work under this Agreement shall be performed under Contractor's direct supervision and control. Subject to the provisions of this Paragraph 24, this Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns.

26. **Compliance with Bid Statutes.** Except for emergencies, nothing contained in this Agreement shall be construed as authorizing Contractor to perform any work that by law the District may contract for only through the public bid process required under the provisions of Section 32-1-1001(1)(d)(I), C.R.S.

27. **Force Majeure.** The Parties shall not be responsible for any failure or delay in the performance of any obligations under this Agreement caused by Acts of God, flood, fire, war or public enemy.

28. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Colorado.

29. **Governmental Immunity.** The Parties understand and agree that the District is relying upon, and has not waived, the monetary limitations of \$350,000 per person, \$990,000 per occurrence, and all other rights, immunities and protections provided the District by the Colorado Governmental Immunity Act, Section 24-10-101, et. seq., C.R.S., at the Act now exists or may hereafter be amended from time to time.

30. **Entire Agreement.** This Agreement constitutes the entire Agreement between the District and Contractor and replaces all prior written or oral agreements and understandings. It may be altered, amended or repealed, only by a duly executed written instrument.

31. **Effective Date.** This Agreement shall be effective in accordance with its terms as of the Effective Date.

32. **Interpretation.** If there is any uncertainty in the interpretation of any provision of this Agreement, all of the provision of this Agreement shall be construed on the basis that all Parties hereto assisted in the drafting and finalization hereof.

33. **Severability.** The terms of this Agreement are severable. If any term of this Agreement is found to be unlawful, the remaining terms shall remain in full force and effect, and the Parties agree to negotiate a substitute term of equivalent value or effect.

34. **Special District Act.** This Agreement is made under and is conformable to all of the requirements imposed by law upon a special district operating in the State of Colorado by the Colorado, including but not limited to, the Colorado Special District Act, Section 32-1-101, et. seq., C.R.S. In so far as applicable, the Special District Act and any other provision of law pursuant to which the District operates shall supersede any apparently conflicting provisions otherwise contained in this Agreement.

35. **Notice.** All notices required or given under this Agreement shall be in writing and shall be deemed effective: (a) when delivered personally to other Party; or (b) seven (7) days after depositing in the United States Mail, First Class Postage Prepaid, addressed as follows: or (c) when sent by facsimile transmission and receipt is confirmed by returned facsimile transmission.

If to Contractor:

Jennifer Schenderlein, E C Power Systems
Representative
E C Power Systems
3233 Oakland Street
Aurora, CO 80010

If to District:

Patrick Fitzgerald, District Manager
Southwest Metropolitan Water and
Sanitation District
8739 West Coal Mine Avenue
Littleton, CO 80123

With a Copy To:

Timothy J. Flynn
Collins Cockrel & Cole
390 Union Blvd., Suite 400
Denver, Colorado 80228

Or such other persons or addresses that the Parties may hereafter designate in writing.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate original as of this 19th day of December, 2017.

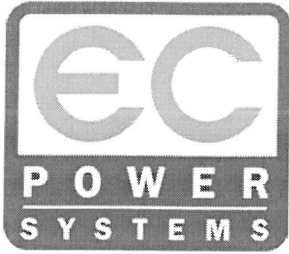
This Agreement must have the signature of an authorized representative of Contractor and the District on both original copies.

SOUTHWEST METROPOLITAN WATER
AND SANITATION DISTRICT

By: Patrick J. Fitzgerald
Patrick Fitzgerald, District Manager

E C POWER SYSTEMS

By: Jennifer Schenderlein
Jennifer Schenderlein, E C Power
Systems Representative



3233 Oakland St. Aurora, Co 80010 303.360.7110 Fax 303.360.9579

MAINTENANCE AGREEMENT TERMS & CONDITIONS

Agreement No: 17-C2600

Date:

**Bill To: Southwest Metropolitan Water District
Attn: Alyssa Quinn
8739 West Coal Mine Ave
Littleton, CO 80123**

**Ship To: Southwest Metropolitan Water District
13398 West Coal Mine Rd
Englewood, CO 80127
Scott Hand 303-979-2333**

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.

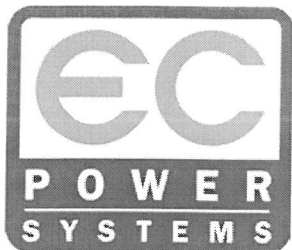
It is understood by this **Agreement**, **E C Power Systems** is not obligated to supply any parts, labor, or travel expenses, other than those specifically mentioned in schedule A & B. It does not include expenses to repair damages caused by abuse, accident, theft, acts of third party, forces of nature, 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, **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 agrees otherwise **EC** 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: Kohler

Unit Model #: 450ROZD

Unit Serial #: 373776

	<u>1 Year "A" & "B"</u>	<u>2 Year "A" & "B"</u>	
Schedule "A": \$1,244.00 each	\$1,131.00 each		1 Time Per Year
Schedule "B": \$470.00 each	\$428.00 each		1 Time Per Year

TOTAL:

One Year Agreement	\$1,714.00
Two Year Agreement	\$3,116.00

Initial One:
One Year
Two Year

Optional Load Bank Test: \$950.00 2 Hour Resistive
(In conjunction with an "A" or "B" Service. Please circle one)

Initial:
_____.)

Each Service will be billed as performed.

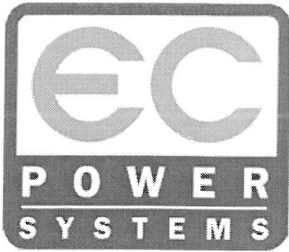
Normal replenishment and replacement of fluids are included. All fuel and other parts are extra.
Incorporated in this **Agreement** and an integral part thereof, are the attached "A" & "B" Schedules.

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

EXHIBIT A



SCHEDULE "A"

MAJOR SERVICE ITEMS

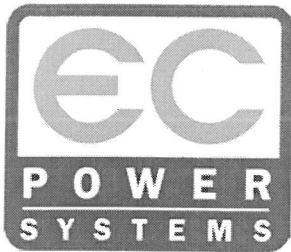
1. The entire unit will be lubricated and the oil changed if the hour meter indicates more than 100 hours of operation since the last oil change or when 12 months have lapsed (oil sample pulled and analyzed). All oil filters will be replaced.
2. All fuel filters and sediment bowls will be cleaned or 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	10/27/17

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
Jennifer Schenderlein	10/27/17

EC Representative	Date

Local Branch Phone Number
303-360-7110