

**AMENDMENT NUMBER THREE
TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF LARAMIE, WYOMING AND
TW ENTERPRISES, INC. FOR STANDBY POWER EQUIPMENT
PREVENTIVE MAINTENANCE AND SERVICE**

1. Parties. This Amendment is made and entered into this ____ day of June, 2021 by and between the City of Laramie, Wyoming, a Wyoming municipal corporation (hereinafter referred to as “City”), whose address is 406 Ivinson Avenue, Laramie, Wyoming 82070 and TW Enterprises, Inc., (hereinafter referred to as “Contractor”), whose address is 636 Logan Lane, Billings, Montana 59105.

2. Purpose of Amendment. This Amendment shall constitute the third amendment to the Original Agreement between City and Contractor which was duly executed on the 7th day of March 2017 for contractor to provide professional preventive maintenance and service on facility Standby Power equipment owned by the City of Laramie. In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Contract, the parties agree as follows:

3. Additional Terms of Agreement. It is mutually agreed by and between the parties to revise the following paragraphs in the Original Contract to read as follows.

3. Term of Contract. The term of the Contract is from the date of execution of this Contract through June 31, 2022. The term of this Contract may be extended through mutual agreement of the parties by the amount of time caused by any delays in the work, which were caused through no fault of Contractor.

4. Payment. City agrees to pay the contractor for the services as more fully described in Attachment A, entitled Laramie Standby Power Equipment Annual Preventive Maintenance Cost, which is attached hereto and incorporated herein. The total payment for the preventive maintenance and service under this Contract Amendment shall not exceed ten thousand dollars (\$10,000.00) over the term of this amended agreement.

4. Same Terms and Conditions. With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Original Contract between the City and Contractor shall remain unchanged and in full force and effect.

5. Entirety of Amendment. This Amendment, consisting of three (3) pages, including Attachment A, dated February 9, 2017, consisting of two (2) pages, and Attachment B consisting of three (3) pages, presents the entire and integrated

Amendment between the parties and supersedes all prior negotiations, representation, and agreements, whether written or oral concerning the subject hereof.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Laramie City Council has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and Contractor has signed and executed this Agreement, the day and year first written above.

CITY OF LARAMIE, WYOMING:

By: _____
Paul Weaver, Mayor

Attest: _____
Nancy Bartholomew, City Clerk

TW ENTERPRISES, INC.

By: _____

Title: _____

Attest: _____
Witness

ATTACHMENT A

Laramie Standby Power Equipment Annual Preventive Maintenance Cost

4.1 Annual PM cost \$500.00 Per Generator, **Parts not included** (includes 3.5 hours of time and travel to site. Any additional service/repair work, while on site for PM, will be performed at additional hourly rate)

Hourly Rate (day) \$125.00

Hourly Rate (night) \$125.00

Hourly Rate (weekend/holiday) \$187.50

Materials Cost + 30%

Travel \$2.60 per mile

4.2 Annual PM cost \$500.00 Per Generator, **Parts not included** (includes 3.5 hours of time and travel to site. Any additional service/repair work, while on site for PM, will be performed at additional hourly rate)

Hourly Rate (day) \$125.00

Hourly Rate (night) \$125.00

Hourly Rate (weekend/holiday) \$187.50

Materials Cost + 30%

Travel \$2.60 per mile

4.3 Annual PM cost \$500.00 Per Generator, **Parts not included** (includes 3.5 hours of time and travel to site. Any additional service/repair work, while on site for PM, will be performed at additional hourly rate)

Hourly Rate (day) \$125.00

Hourly Rate (night) \$125.00

Hourly Rate (weekend/holiday) \$187.50

Materials Cost + 30%

Travel \$2.60 per mile

TWENTERPRISES, INC.

636 Logan Ln Billings, MT 59105
Phone: 406-671-5450 Fax: 406-245-4333
www.Twegen.com

SCHEDULED MAINTENANCE AGREEMENT

The following constitutes an agreement between TWEnterprises, Inc. and stated customer to enter into contract for the purpose of scheduled maintenance for specified customer equipment.

TWEnterprises, Inc. agrees to provide scheduled maintenance with specific intervals at customer's location. This will be for equipment specified by individual listing below. TWEnterprises, Inc. will provide professional and qualified personnel to perform defined maintenance. The purpose is to maintain equipment, to monitor equipment's progression of use and wear and to inform customer of possible shortcomings, pending problems and breakdowns. TWEnterprises, Inc. will, at customer's option, assist in correcting equipment failure.

Customer agrees to accommodate within reason TWEnterprises, Inc.'s working schedule, to arrive on premises to perform scheduled maintenance duties, and to pay for services rendered by the agreed terms listed below.

The following list is designated equipment to be maintained.

SELECTED ITEMS MUST BE INITIALED TO AUTHORIZE SERVICE

- Standby Generator and Automatic Transfer Switch.
 Uninterruptible Power Supply

Maintenance Frequency: Annual \$ 500.00 Semi-Annual \$ _____
Parts: Not Included Not Included

Any additional service/repair work will be performed at additional hourly rate of \$125.00 an hour

This Service agreement is for 2 years ending December 31, 2018

Service agreement is for all 17 generators owned by the City of Laramie.

Terms: Payment for services rendered due 30 (thirty) days from invoice date. A finance charge of 1.5% per month will be assessed against unpaid balance after 30 (thirty) days.

CUSTOMER

Company: City Of Laramie C/O Scott Stevenson Address: P.O. Box C
City: Laramie State: Wyoming Zip: 82073 Phone: 307-721-3585

Authorized Signature for Facility/Customer: _____ Date: _____

Authorized Signature of TWEnterprises Rep: [Signature] Date: 2-9-17

Either party may cancel this agreement/contract by stating so in writing to the other party, no less than thirty (30) days prior to the next scheduled maintenance service time frame.

CITY OF LARAMIE
STANDBY POWER EQUIPMENT W.T.P. GROUP

Engine Data	Generator Data	Transfer Switch Data
BACKWASH GENERATOR		
Mitsubishi	Generac	Asco
Model # - 12.0L	Model # - 99A05559-S	Model # - 940 Group 7
Serial # - 2050766	Serial # - 2050766	Serial # - 115137
	Volts - 277/480	
	230 KW	
WTP STANDBY GENERATOR		
Mitsubishi	Generac	Asco
Model # - 12.0L	Model # - 99A05559-S	Model # -Series 386
Serial # - 2050765	Serial # - 2050765	Serial # - 115138-1
	Volts - 277/480	
	230 KW	
IMPERIAL HEIGHTS GENERATOR		
Perkins	Olympian	Cutler Hammer
Model # - D200 PA	Model # - D200 PA	Model # - ATC600
Serial # - F0853A/001	Serial # - F0853A/001	Serial # - Unknown
	Volts - 277/480	
	200 KW	
WYE TREATMENT CENTER GENERATOR		
Ford	Onan	Onan
Model # - 460	Model # - 80GGHC	Model # - OT225
Serial # - B980700230	Serial # - B980700230	Serial # - B98060704
	Volts - 240	
	80 KW	
WISTER DRIVE PUMP STATION GENERATOR		
Daewoo	Generac	Cutler Hammer
Model # - P222LE	Model # - 6724370100	Model # - MDSC20
Serial # - EAY0A600118	Serial # - 2089216	Serial # - SDN 22945
	Volts - 277/480	
	600 KW	
SPUR WELL TREATMENT CENTER GENERATOR		
Ford	Generac	Asco
Model # - 7.5L	Model # - 20A03468-S	Model # - 940
Serial # - 2058538	Serial # - 2058538	Serial # - 1322644
	Volts - 277/480	
	155 KW	
AIRPORT PUMP STATION		
Hino	Generac	Generac
Model # - 13.3L	Model # - 1374890200	Model # - 0006710
Serial # - 2061136	Serial # - 2061136	Serial # - 330120
	Volts - 277/480	
	230 KW	

CITY OF LARAMIE
STANDBY POWER EQUIPMENT F.M. GROUP

Engine Data	Generator Data	Transfer Switch Data
CITY HALL/ANNEX GENERATOR		
Hino	Generac	Generac
Model # - 13.3L	Model # - 98A00343-S	Model # - 98A00343-W
Serial # - Unknown	Serial # - 2039725	Serial # - 43632
	Volts - 208	
	150 KW	
POLICE STATION GENERATOR		
Mitsubishi	Generac	Generac
Model # - 3.9L	Model # - 4875640200	Model # -4875640200
Serial # - Unknown	Serial # - 2081624	Serial # -2081624
	Volts - 208	
	80 KW	
FIRE STATION NUMBER THREE GENERATOR		
Ford	Generac	Cutler Hammer
Model # - 6.8L	Model # -11469030100	Model # -1019166100
Serial # - Unknown	Serial # - 2104389	Serial # -97268
	Volts - 240	
	100 KW	
RECREATION CENTER GENERATOR NUMBER ONE		
Ford	Generac	Zenith
Model # - 6.8L	Model # - MQT15068KNSY	Model # - MX150
Serial # - 6171077	Serial # - 6171077	Serial # - 1543290
	Volts - 480	Switches all 3 Generators
	150KW	
RECREATION CENTER GENERATOR NUMBER TWO		
Ford	Generac	Zenith
Model # - 6.8L	Model # - MQT15068KNSY	Same as Above
Serial # - 6173009	Serial # - 6173009	Switches all 3 Generators
	Volts - 480	
	150 KW	
RECREATION CENTER GENERATOR NUMBER THREE		
Ford	Generac	Zenith
Model # - 6.8L	Model # - MQT15068KNSY	Same as Above
Serial # - 6173010	Serial # - 6171077	Switches all 3 Generators
	Volts - 480	
	150 KW	
CEMETERY WYO-LINK TOWER GENERATOR		
Generac	Generac	Transtector
Model # - AGNX804.22NL	Model # - 12499160100	Model # -TR1011000008123
Serial # -	Serial # - 2108285	
419cc	Volts – 120/240	
	45 KW	
JOANNA BRUNER DRIVE WYO-LINK TOWER GENERATOR		
Generac	Generac II	Generac
Model # -	Model # - 9067-6	Model # - 9228-0

CITY OF LARAMIE
STANDBY POWER EQUIPMENT W.W.T.P. GROUP

Engine Data	Generator Data	Transfer Switch Data
U.V. GENERATOR		
Cummings	Onan	Generac
Model # -6BTS-9-62	Model # - 100DGDB	Model # -0040382
Serial # -45444703	Serial # -K960624079	Serial # -7224493
	Volts - 480	
	67 KW	
MAIN LIFT GENERATOR		
JOHN DEERE	Generac	Eaton (Cutler-Ham)
Model # -	Model # -9277240100	Model # -ATV1MDC30600XKU
Serial # - RG6090L023098	Serial # -2096524	Serial # - 33Z20235
	Volts - 480	
	313 KW	
FIRST STREET AND ADAMS STREET GENERATOR		
JOHN DEERE	Generac	Unknown
Model # -	Model # - 11398220200	Model # - ATC600
Serial # - PE4024L021259	Serial # - 2104118	Serial # - 90798
	Volts - 240	
	63 KW	
WEST LARAMIE GENERATOR		
FPT	Generac	GE
Model # - F4GE9685AJ	Model # - 14210270100	Model # - Z10F351AD70XD
Serial # - Unknown	Serial # - 2115473	Serial # - 1638336-1
	Volts - 480	
	125 KW	
SOUTH LARAMIE LIFT STATION GENERATOR		
Generac	Generac	Generac
A2400T- Gen 1	Model # - SD0015JG162.4D18HBYY3	GT5010W 3J2LDNAY
TR4F01305	Serial # - 3001449138	3001456078
	Volts - 120/240	
	15 KW	