

AGENDA ITEM FOR ADMINISTRATIVE MEETING ( ) Discussion only  
( X ) Action

FROM (DEPT/ DIVISION): County Counsel

SUBJECT: SHGC Generator Transfer Switch Controls

<p>Background:</p> <p>Both of the transfer switch controls have failed for the Stafford Hansell Government Center generator. Staff is having to manually switch over the generator in the event of a power loss. A proposal has been submitted to replace the controls for a cost of \$10,226.70. The purchase and services are before the Board for approval.</p>	<p>Requested Action:</p> <p>Approve payment of \$10,266.70 to Power Systems West for controller replacement</p>
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ATTACHMENTS: Proposal

\*\*\*\*\*For Internal Use Only\*\*\*\*\*

Checkoffs:

- ( ) Dept. Heard (copy)
- ( ) Human Resources (copy)
- ( ) Fiscal
- ( X ) Legal (copy)
- ( ) (Other - List:)

To be notified of Meeting:  
Mark Tanner

Needed at Meeting:

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Scheduled for meeting on: March 6, 2024

Action taken:

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Follow-up:



**PROPOSAL #**

Date: 2/6/2024

Customer: Umatilla Cty

Site: Stafford Bldg

Model: \_\_\_\_\_

S/N: \_\_\_\_\_

Part Number	Description	Qty	Price	Extension
TS80ESR	Controller, ATS	2	\$3,288.60	\$6,577.20
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Freight		1	\$298.00	\$298.00
Oil Surcharge			\$1.60	\$0.00
Shop Surcharge		1	\$22.00	\$22.00
Fuel Surcharge		1	\$20.00	\$20.00
Surcharge Coolant			\$1.60	\$0.00
Miscellaneous				\$0.00

Travel	6.75		\$195.00	\$1,316.25
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Miles	436		\$2.00	\$872.00
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Labor	1.25	Labor Rate	\$195.00	\$243.75
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Labor OT (Hrs)	3	Labor Rate	\$292.50	\$877.50
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Sub-Total				\$10,226.70
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Sales Tax				
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<b>Total</b>				<b>\$10,226.70</b>
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**Power Systems West (PSW) - Terms & Conditions**

**1. WARRANTIES.** To the extent that the Goods may be covered by manufacturers' warranty, PSW hereby assigns all rights and 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 IMPLIED OR EXPRESS WARRANTIES OF ANY NATURE WHATSOEVER.



2. **LIMITATION OF PSW'S LIABILITY.** Other than the remedy set forth in this paragraph, Customer agrees that no damages, direct, consequential, liquidated, incidental, or other damages or remedy of any kind arising by reason of or related to this Equipment whether arising out of contract, warranty, late or non-delivery, negligence, strict liability or tort shall now or at any time in the future be recoverable from PSW or any of its agents. Customer assumes all risks inherent in the possession or operation of the equipment. Customer'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 option.

3. **PAYMENT TERMS.** Full payment is due 30 days from invoice date, unless otherwise agreed to by both parties in writing. **There shall be NO retainage.** Payments not made on there due date shall accrue interest at the rate of 18% annum. A cancellation charge of 20% of the price will be imposed if Customer cancels order without prior written consent of PSW. **PSW must receive 100% payment before start-up services will be performed** (failure to complete proper, authorized start up procedures may void any manufacturer warranty). Terms may not be changed except by written agreement of the parties.

4. **SHIPPING AND DELIVERY.** All equipment shall be shipped F.O.B. manufacturer's factory unless otherwise agreed in writing by PSW and Customer. PSW is not responsible for goods lost or damaged in transit. In the event PSW agrees to delay shipment at Customer's request, Customer is responsible for payment of any storage costs. PSW does not agree, will not agree to and is not obligated to provide any specific goods or any delivery dates or times for any goods. All orders are subject to availability to PSW and its then existing locations, sources, suppliers, and costs. All delivery dates and times which may be provided, if any, are estimates only and do not establish agreed delivery date(s).

5. **INDEMNITY AND HOLD HARMLESS.** To the fullest extent permitted by law, Customer shall fully and forever indemnify, defend (with counsel reasonably acceptable to PSW) and hold PSW, its 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 Customer'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 substance.

**OFFER ACCEPTANCE OF PROPOSAL #**

I hereby authorize POWER SYSTEMS WEST to use this form as a bona fide purchase order for the Proposal on page 1, which clearly establishes price of repairs. The person signing this quotation is doing so according to Power Systems West Terms and Conditions.

**Accepted by:**

**Purchase Order #** \_\_\_\_\_

Company: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

<b>PORTLAND</b> 6110 N Cutter Circle, Portland, OR 97217 503.224.3623	<b>SEATTLE</b> 3004 48th Ave. Cl. E Fife, WA 98424 253.517.1701	<b>BOISE</b> 4499 Market St. Boise, ID 83705 208.342.6541	<b>SALT LAKE CITY</b> 3738 West 2340 S, Suite E Salt Lake City, UT 84120 801.886.1424	<b>DENVER</b> 3233 Oakland St. Aurora, CO 80010 303.360.7110
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