

**INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICES AGREEMENT BETWEEN
WEBB COUNTY AND UNITED POWER BATTERY**

WHEREAS at a Webb County Commissioner’s Court Meeting held on the 10th day of September, 2018, the Court approved 2018-2019 Hardware Maintenance and to provide the following services as an Independent Contractor and/or as a Professional, **Hardware Support for Pro-active Critical Support Equipment(UPS)**.

NOW, THEREFORE, IT IS AGREED by, and between the parties hereto the County of Webb, acting by and through its Commissioner’s Court, hereinafter referred to as “County” and **United Power Battery**, hereinafter collectively referred to as “Independent Contractor” and/or “Professional”, shall provide “County” with the scope of services as more particularly described and set forth herein-below;

Effective Date, Services Provided/Completion Date and/or Termination Date

The effective date of this Agreement is October 1, 2018, and the Independent Contractor Services and/or Professional Services shall be completed and submitted to “COUNTY”, on or before (30) days after the execution of this agreement and shall terminate upon final completion, review and written acceptance of the Independent Contractor and/or Professional services provided as described herein-below by “COUNTY”.

Compensation

The County of Webb shall pay the Independent Contractor and/or Professional for such services the total sum of **SEVEN THOUSAND FOUR HUNDRED AND SEVENTY DOLLARS AND 00/100 CENTS(\$7,470.00)** for the above described services, which shall be paid in accordance with the terms and conditions set forth in Request for Proposal (RFP 2018-NA) and/or within 30 days, whichever term is greater, after completion, review and acceptance of these services by “County”.

Independent Contractor

In the performance of work, duties, and obligations required of the Independent Contractor and/or Professional, whether one or more, under this Agreement, it is mutually understood, and agreed, that Independent Contractor/Professional is, at all times, acting and performing as an independent contractor. Webb County’s sole interest is to assure that Independent Contractor and/or Professional’s services be performed and rendered in a competent, efficient, and satisfactory manner. The Independent Contractor and/or Professional hereby agrees to perform the services in strict accordance with approved methods, and practices, in the general field of his expertise.

Additional Services and Expenses

Any and all additional services, parts, costs, fees or expenses, not included in this agreement, shall require both a written request by the Independent Contractor and/or Professional to the County and prior formal approval by a quorum of the Webb County Commissioner’s Court at either a regular, special and/or emergency called meeting of the “County”. The County shall not be responsible for and/or shall not compensate the Independent Contractor and/or the Professional for these costs without both a written request and prior approval by the County.

Terms and Conditions

The Independent Contractor and/or Professional certifies, and affirms, that he/she/company is not legally, or professionally, disqualified from the performance of the duties under this Agreement. Independent Contractor and/or Professional shall advise the County, in writing, of any change in status of the Independent Contractor and/or Professional which may materially affect the ability of Independent Contractor and/or Professional to legally, or professionally, carry out the duties herein.

THIS AGREEMENT, IS “AT WILL”, AND MAY BE TERMINATED AT ANY TIME, BY WRITTEN NOTICE, OF EITHER PARTY.

This Agreement may be modified, only in writing, executed by both parties, and approved by a majority of a quorum of the Webb County Commissioner’s Court.

Any notices required to be sent hereunder shall be sent as follows:

TO: Dave Kranz
United Power & Battery
6833 Joyce St.
Arvada, CO 80007
(800) 306-1125 ext. 5521
E:Mail; dkranz@unitedpb.com

TO: Joe Lopez, III
Webb County Purchasing Agent
1110 Washington St.
Laredo, Texas 78040
(956) 534-4125
E:Mail; joel@webbcountytx.gov

SEVERABILITY

Each paragraph, and provision, hereof is severable from the entire Agreement, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

Prohibitions against Assignment.

No assignment or transfer of this Agreement can be made without written consent of both parties, hereto.

Venue/Laws of Texas

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, and the exclusive venue for any and all legal disputes between the parties shall be enforced and shall lie in the Webb County, Texas.

Notices

All notices called for, or contemplated, hereunder shall be in writing, and shall be deemed to have been duly given, when personally delivered and/or via e-mail, or seventy-two (72) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

Entire Agreement

This Agreement incorporates all the agreements, covenants, and understandings between the parties herein concerning the subject matter hereof; and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement, or understandings, verbal or otherwise, of the parties, or their agents, shall be valid, or enforceable, unless signed by both parties, and attached hereto, and/or embodied herein.

Amendment

No changes to this Agreement shall be made except upon a signed written agreement of both parties.

Confidentiality

Any confidential information provided to, or developed by, Independent Contractor and Professional, in the performance of the Agreement shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual, or organization without the prior approval of COUNTY. All work products, whether in draft or final form are the sole property of Webb County and may not be used by INDEPENDENT CONTRACTOR and/or PROFESSIONAL for any purpose without written consent of COUNTY.

Headings

The headings used herein are for convenience only, and shall not constitute a part hereof, or affect the construction or interpretation hereof.

Counterparts

This Agreement maybe executed in any number or, and by, the different parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute but one and the same document.

Terminology and Definitions

All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural, and the plural shall include the singular.

EXECUTED in duplicate originals this ____ day of _____, 2018.

WEBB COUNTY, TEXAS

United Power Battery

Tano Tijerina
Webb County Judge

_____, President (Name/Title)

ATTEST:

Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Webb County Civil Legal Division

*By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

**Presented for Approval at the Webb County
Commissioner's Court meeting held on the _____
day of _____, 2018**



www.unitedpowerandbattery.com

6833 Joyce St. Arvada, CO 80007
Phone: 800-306-1125 Fax: 800-306-1126

August 20, 2018

Yenko Jimenez
Webb County
1110 Washington St. Ste. 304
Laredo, TX 78040

RE: Emergency Service Contract – Budget Proposal

Yenko,

Thank you for the opportunity to submit this proposal for the Pro-active Maintenance and 7x24 Emergency Service for your Critical Support Equipment. United Power & Battery is committed to providing the most comprehensive coverage of your UPS & Battery Systems.



Description of Contract

- One (1) Year full coverage
- Emergency Service 7x24, 365
- Including all parts, labor and expenses
- Response time is 8 (Eight) hours or less
- Contract includes one (1) PM Inspection
 - To be performed during normal business hours
 - Includes full UPS Electronics & Battery maintenance
 - Battery replacement not covered under contract
 - Capacitors not covered under contract

Eaton 9355, 30kVA \$ 3,180.00

Eaton 9355, 30kVA: Battery replacement \$ 4,290.00

- 1 year warranty
- 108 x 12v9ah OEM batteries – Normal Hours Replacement

All work regarding the above described will be done during normal working hours of the trade (unless noted above). The contract will take effect on the date received by United Power & Battery. All equipment noted above is believed to be in full working condition by customer, owner or lessee upon start date of contract. We would consider it a privilege to begin a relationship with you and your company. We hope you will view us as a business partner and a resource regarding any aspect of your UPS requirements.

Signature:

Purchase Order #:

Date:

BUY

SELL

LEASE

RENT

TRADE



UPS Preventive Maintenance – Detailed Check List

<ol style="list-style-type: none"> 1. Visual Checks <ul style="list-style-type: none"> ➢ Insulation, Overheating, Damage 2. Cleaning/Air Flow <ul style="list-style-type: none"> ➢ Check fans, Door/Compartment Seals ➢ Replace Filters (Customer Supplied) ➢ Clean Module 3. Check/Record Voltage Waveforms And Currents <ul style="list-style-type: none"> ➢ Input/Output, Rectifier, AC&DC Caps 4. Power Measurements (On Line) <ul style="list-style-type: none"> ➢ Output RMS Current (Phase and Neutral) ➢ Output Peak Current (Phase and Neutral) 5. Metering <ul style="list-style-type: none"> ➢ DC Volts And Current ➢ Input volts/Current ➢ Output Volts/Current ➢ Frequency 6. Fuses <ul style="list-style-type: none"> ➢ Verify Type, value, condition 	<ol style="list-style-type: none"> 7. Synchronizing <ul style="list-style-type: none"> ➢ Verify Utility Sync & Transfer To Bypass ➢ Transfer From Bypass To UPS ➢ Verify Voltage And Phase Lockout ➢ Verify Static Bypass Operation 8. Control Calibrations <ul style="list-style-type: none"> ➢ Check/Adjust as necessary 9. Circuit Breakers/Isolators <ul style="list-style-type: none"> ➢ Verify Free Travel ➢ Check Mag/Thermal Settings 10. System/Module Safety Parameters <ul style="list-style-type: none"> ➢ *** Check Battery Current Limit ➢ *** Check Input Current Limit ➢ *** Check Overload Levels ➢ *** Check Overtemp Circuits <p>*** Where possible/available</p>
---	---

Battery Preventive Maintenance – Detailed Check List

<ol style="list-style-type: none"> 1. Perform safety evaluation of battery, racks, protective equipment and environment. Note and record any discrepancies. 2. Record the ambient temperature of the battery room. 3. Clean normal cell dirt/dust accumulation. Note: Some environments may not allow for practical management of dust accumulation. 4. Inspect each jar for signs of cracks, excessive bulging and leakage. 	<ol style="list-style-type: none"> 5. Measure and record the full string charging voltage and current. 6. Measure and record the AC ripple voltage and current. 7. Measure and record the voltage to ground for each string/cabinet. 8. Measure and record the float voltage across each cell/jar. 9. Measure and record the conductance of each cell/jar. 10. Check for corrosion on battery terminals and connectors. Clean as necessary.
--	---

BUY

SELL

LEASE

RENT

TRADE



www.unitedpowerandbattery.com

6833 Joyce St. Arvada, CO 80007

Phone: 800-306-1125 Fax: 800-306-1126

Purchasing Agreement:

This proposal remains valid for 30 days. Terms are Net 15 upon start date of contract. If this proposal is accepted please have an authorized company representative date and sign this proposal and fax back to (800)306-1126. Freight is NOT included on the batteries and will be added to the final invoice.

Each party executing this Agreement on behalf of a company personally represents that he or she is authorized to execute this Agreement on behalf of such company and that this Agreement is binding on that company. Pre-Existing conditions are not included.

We would consider it a privilege to begin a relationship with you and your company. We hope you will view us as a business partner and a resource regarding any aspect of your UPS requirements.

Thanks again,

Dave Kranz
United Power & Battery
Phone: (800)306-1125 ext. 5521
Fax: (800)306-1126
E-mail: dkranz@unitedpb.com
Web: <http://www.unitedpb.com>