040615-18

SERVICE AGREEMENT 2004-2005 LARAMIE COUNTY, WYOMING/AMERI-TECH HVAC SERVICES, INC.

This service Agreement (hereinafter "Agreement) made and entered into by and between Laramie County, Wyoming, 310 W. 19th Street, Cheyenne, Wyoming, 82001 ("COUNTY") and Ameri-Tech HVAC Services, Inc., P.O. Box 6199, Cheyenne, Wyoming, 82003 ("CONTRACTOR") and Attachment 'A', which is specifically incorporated herein by reference, is intended to provide for the service and maintenance of COUNTY'S heating, ventilating and air conditioning systems (hereinafter 'HVAC), said systems referenced in the aforementioned Attachment 'A'.

I. PURPOSE

The purpose of this Agreement is to provide for the service and maintenance of COUNTY'S HVAC systems. Said systems, prices and minimum procedures for service and maintenance are listed on Attachment 'A' to this Agreement.

II. TERM

This Agreement shall run from July 1, 2004, through and until June 30, 2005.

III. PAYMENT

COUNTY shall pay CONTRACTOR a total of \$83, 700.00 in quarterly payments for the service and maintenance of the HVAC systems in the following COUNTY buildings:

- A) Laramie County Government Complex 309 West 20th St.
- B) Laramie County Health Department 100 Central Avenue
- C) Laramie County Records Building 20th Street and Carey
- D) Laramie County Road and Bridge 2503 east Fox Farm Road
- E) Laramie County Library 2800 Central Avenue
- F) Laramie County Sheriff's Department 1910 Pioneer Street

CONTRACTOR shall bill COUNTY by a properly executed Laramie County Voucher. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

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IV. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall provide maintenance and service on the HVAC systems in the COUNTY buildings listed above and in accord with Attachment 'A'.
- B. CONTRACTOR shall provide COUNTY with a Certificate of Good Standing from the State of Wyoming Workers' Compensation Division at the beginning of each contract period.
- C. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by CONTRACTOR under this contract shall be considered the property of the COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.

V. GENERAL PROVISIONS

- A. <u>Independent Contractor</u>: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.
- B. <u>Acceptance Not Waiver</u>: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- C. <u>Termination</u>: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.
- D. <u>Entire Agreement:</u> This Agreement (5 pages) and Attachment 'A'(____ pages) represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.
- E. <u>Assignment:</u> Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

- F. <u>Modification:</u> This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.
- G. <u>Invalidity</u>: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.
- H. <u>Applicable Law and Venue</u>: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.
- I. <u>Contingencies:</u> CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.
- J. <u>Discrimination:</u> All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.
- K. <u>ADA Compliance</u>: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, et seq., and/or any properly promulgated rules and regulations relating thereto, and each party further agrees to indemnify, release, save and hold harmless the other and their officers, agents and employees from any causes of action or claims or demands arising out of the failure of that party in performing this Agreement to comply with the requirements, responsibilities and/or duties as such are set forth in the Americans With Disabilities Act and/or properly promulgated rules and regulations related thereto.
- L. <u>Governmental/Sovereign Immunity:</u> COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.
- M. <u>Indemnification:</u> To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for

COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

- N. <u>Third Parties:</u> The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.
- O. <u>Conflict of Interest:</u> COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.
- P. <u>Force Majeure:</u> Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.
- Q. <u>Limitation on Payment</u>: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be effected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.
- R. <u>Notices:</u> All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

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SERVICE AGREEMENT 2004-2005 LARAMIE COUNTY, WYOMING/AMERI-TECH HVAC SERVICES, INC.

Signature Page

aramie County Attorney

ATTACHMENT (A)





P.O. Box 6199 Cheyenne, WY 82003-6199 (307) 634-7457 - FAX (307) 634-8741 www.AMERIRVAC.com

Dear Chris,

The following pricing will be effective from July 1, 2004 through July 1, 2005.

Laramie County Government Complex 309 W. 20th Street

\$22,850.00 0% increase

Laramie County City/Health Dept.

\$15,000.00 0% increase

100 Central Avenue

Laramie County Records Building

\$2,300.00 0% increase

20th & Carey Avenue

Laramie County Public Works

\$3,250.00

0% increase

2503 Foxfarm Road

0% increase

Laramie County Library 2800 Central Avenue

\$8,400.00

Laramie County Sheriff Dept.

\$31,900.00 24% increase *

1910 Pioneer Avenue

Total one year bid for the six buildings

\$83,700.00 8.2% increase

"Includes additional coverage on all HVAC equipment and controls in new 33,000 square foot addition.

THE FOLLOWING PAGES CONTAIN THE LISTS OF EQUIPMENT BY BUILDING

*It is the intent of these specifications that <u>all HVAC Controls</u> and <u>Equipment</u> which makes up a total system be covered, even though a specific piece of equipment or control may not be listed, it will not relieve the Service Company of its liability to service, maintain and be responsible for the equipment.

Laramie County Government Complex 309 West 20th Street Cheyenne, WY 82001

List of Covered Equipment

- A: (1) Trane CVHE 320 Chiller
- B: (4) Chilled/Condenser Circulating Pumps
- C: BAC Cooling Tower
- D: (3) Chemical Feed Pumps
- E: (2) Burnham Boilers
- F: (6) Hot Water Circulating Pumps
- G: (1) Johnson Control Air Compressor
- H: (2) Trane Modular Climate Changers
- I: All HVAC Controls Throughout The Building
- J: All VAV Boxes Located Throughout The Building And All Associated Components (approximately 85)
- K: Control Panels To Include:
 - (4) DX9100 ASC's
 - (6) Extension Modules
 - * All Associated Components
- L: Master Computer In Maintenance Office
 - (2) Modems
- M: Domestic H.W. Heater

Laramie County Courthouse

- A: (1) Trane MUA-Unit
- B: (1) Trane Condensing Unit
- C: (1) Trane Packaged Rooftop Unit
- D: (1) Hot Water Pump
- E: (1) Chilled Water Pump
- F: (1) Control Panel to Include
 - (A) DX9100
 - (3) Extension Modules

Laramie County Sheriff Dept. 1910 Pioneer Ave. Cheyenne, WY. 82001

List of Covered Equipment

- 1: Temperature Control Panels
- 2: Temperature Control Compressor
- 3: Air Dryer
- 4: B-31A Water Heater (2 Ea.)
- 5: B-31B Water Heater
- 6: B-32 Recirculating Pump
- 7: B-33 Sump Pump
- 8: B-34 Sewage Pump
- 9: C-14A Primary Pumps
- 10: C-14B Cooling Tower Pumps
- 11: C-15A Firing Range Pump
- 12: C-15B N. Penthouse Preheat Pump
- 13: C-15C S. Penthouse Preheat Pump
- 14: C-15D N. Penthouse Reheat Pump
- 15: C-15E S. Penthouse Reheat Pump
- 16: C-15F Mechanical Room H&V Unit Pump
- 17: C-15G Kitchen AHU Pump
- 18: C-15H Kitchen MUA Pump
- 19: C-15J VAV Preheat Pump
- 20: C-15M Chilled Water Pump
- 21: C-16A Kitchen HVAC Unit Evap. Pump
- 22: C-16B Kitchen MUAU Unit Evap. Pump
- 23: C-16C Laundry H&V Unit
- 24: C-18A Central Stores H&V Unit
- 25: C-18B Mechanical Room H&V Unit
- 26: C-19A Multi-Zone Unit N. Penthouse
 - Supply Fan-Return Fan-Evap. Pump
- 27: C-19B Multi-Zone Unit S. Penthouse Supply Fan-Return Fan-Evap. Pump
- 28: C-21A Cabinet Heater Vestibule 1001
- 29: C-21B Cabinet Heater
- 30: C-21C Cabinet Heater
- 31: C-21D Cabinet Heater

32: C-21E Cabinet Heater

33: C-22A Unit Heater

34: C-22B Unit Heater

35: C-23A Gas Fired Unit Heater

36: C-24 Fan Coil

37: C-28 Cooling Tower

38: C-29 VAV Unit Evap. Pump (2 Ea.)

39: C-30 Boilers (2 Ea.)

40: C-31 Fuel Oil Pump

41: C-32 Chiller Unit

42: C-33A A/C Unit (Floor Mounted), Compressor, Condenser, Heated Receiver

43: C-33B Compressor In Dispatch, Compressor Condenser, Heated Receiver

44: C-103 VAV Box Fan Powered

0-200 CFM 1/4 HP

201-400 CFM 1/4 HP

401-600 CFM 1/3 HP

601-800 CFM 1/3 HP

801-1340 CFM 1/2 HP

45: C-104A Exhaust Fan 1/12 HP

46: C-104B Exhaust Fan 1/6 HP-1st Floor

47: C-104C Exhaust Fan 1/6 HP-Penthouses

48: C-104D Exhaust Fan 1/6 HP-Detox

49: C-104E Exhaust Fan 1/6 HP-Darkroom

50: C-104F Exhaust Fan 1/6 HP-Dishwasher

51: C-104G Exhaust Fan 1/6 HP-Infirmary

52: C-104H Exhaust Fan 3/4 HP-3rd Floor

53: C-104I Exhaust Fan 1 1/2 HP-3rd Floor

54: C-104J Exhaust Fan 1/2 HP-Locker Area

55: C-104K Exhaust Fan 1/6 HP-1st Floor

56: C-104L Exhaust Fan 1/6 HP-1006

57: C-104M Exhaust Fan 1/6 HP-Scullery On Roof

58: C-104N Exhaust Fan 1/6 HP-Auto Evid.

59: C-104O Exhaust Fan 1/3 HP-Vehicle Vestibule

60: C-105A Utility Set 5 HP Kitchen Hood Exhaust

61. C-106 Return Fan 3/4 HP Laundry

62: C-107A Direct Drive Cabinet Fans 2nd Floor

- 63: C-107B Direct Drive Cabinet Fans 2nd Floor Electrical Rooms
- 64: C-107C Direct Drive Cabinet Fans 1st Floor Electrical Rooms
- 65: C-107D Direct Drive Cabinet Fans 1st Floor
- 66: C-107E Direct Drive Cabinet Fans Conference Room 1150
- 67: C-107F Direct Drive Cabinet Fans 1st Floor
- 68: C-107G Direct Drive Cabinet Fans Conference Room 1030
- 69: C-107H Direct Drive Cabinet Fans Trash RM 1146
- 70: C-1071 Direct Drive Cabinet Fans Elevator Equipment Room
- 71: C-107J Direct Drive Cabinet Fans Mechanical Room 1142
- 72: C-113 Walkway Exhaust 1/2 HP Walkway
- 73: C-114 Walkway Air Handler 1 1/2 HP Walkway
- 74: C-115A Firing Range Supply 15 HP Mech Room 4
- 75: C-115B Firing Range Return 15 HP Mech Room 4
- 76: C-116A Return Fan VAV 30 HP Mech Room 1142
- 77: C-116B Return Fan Kitchen 5 HP (2SPD) Mech Room 1142
- 78: C-120 Filtered Intake Fan 1/2 HP Laundry
- 79: C-122 Variable Frez. Drive
- 80: C-124 Kitchen Exhaust Hood
- 81: Water Treatment For Hot & Chilled Water Treatment
- 82: Automated Logic Interop Control Panels (7 Ea.) and All Associated Components
- 83: All Pneumatic Thermostats, Actuators, And Valves Throughout The Building
- 84: All Firing Range Lane Devices and Computer Control Systems
- 85: Operator Work Station

Laramie County Health Unit 100 Central Ave. Cheyenne, WY 82007

List of Covered Equipment

- A: (1) Burnham Boiler
- B: (2) McQuay Air Handling Units
- C: (2) McQuay Rooftop Condensing Units A/C
- D: (1) Johnson Control Air Compressor Fan Powered
- E: (34) VAV Boxes Throughout The Building
- F: All Pneumatic & Electronic Building Controls Throughout The Building And Associated Components
 - 1: (2) AHU Controllers
 - 2: (1) LCP Controller

Laramie County Library 2800 Central Ave. Cheyenne, WY. 82001

List of Covered Equipment

- A: Trane M#CG1000 Chiller
- B: Trane Air Cooled Condenser
- C: Hot Water Boiler (Controls Only)
- D: (5) Hot Water Circulating Pumps
- E: (1) Supply Fan
- F: (1) Return Fan
- G: (2) Chilled Water Circulating Pumps
- H: (1) Trane Multi-Zone AHU (Round Room)
- I: All Pneumatic Controls Throughout The Building
- J: All Roof Mounted Exhaust Fans
- K: Tracer BAS System and Associated Devices
 - 1. (2) Programmable Control Modules
 - 2. (1) Tim-E Interface Module

NOTE: 24 Hour Monitoring utilizing Trane Factory Software is mandatory. This unit must be scanned daily via the telephone line. Any and all alarms must be automatically received, printed via software and turned into the County monthly.

Laramie County Road & Bridge 2503 E. Foxfarm Road Cheyenne, WY. 82007

List of Covered Equipment

- A: (1) Ajax Boiler
- B: (1) Floor Mounted Unit Ventilator
- C: (1) Ceiling Mounted Unit Ventilator
- D: (1) Dayton Unit Heater
- E: (8) Hot Water Fan Coil Units (Garage)
- F: (1) Hot Water Fan Coil Unit (Engineers Office)
- G: All Honeywell Controls

Records Building 20th Street & Carey Ave. Cheyenne, WY 82001

List of Covered Equipment

A: All Roof Mounted HVAC Units

B: All HVAC Controls and Associated Components

INSPECTION SCHEDULES

The following inspection schedules are the minimum the County will accept. The County does realize not all items on the attached schedules will be performed during each inspection due to time of season running construents, but it is expected all items will be performed on all pieces of equipment at least twice each year.

Filter schedule shall be strictly adhered to 4 times per year on all air handling units and all VAV units. (approximately 120 VAV units.)

SCHEDULE BLRM

Boiler Maintenance

The Service Company will furnish preventive maintenance under the terms of this agreement to include the following:

1. Annual Pre-Season Major Maintenance

- a. Open fire side and water side for cleaning and inspection.
- b. Check heating surfaces and water side for cleaning and inspection.
- c. Inspect refractory.
- d. Clean or replace water column sight glass.
- e. Clean fire inspection glass.
- f. Disassemble, clean and inspect low water cutoff control(s).
- g. Reassemble boiler and low water cutoff control(s) with new gaskets.
- h. Check blowdown valve packing and lubricate.
- i. Perform hydrostatic test if required.
- j. Test safety/relief valve(s) after start-up (full pressure test).
- k. Clean or replace fuel filters.
- I. Clean fuel nozzles.
- m. Clean burner fan wheel and air dampers.
- n. Clean flame safeguard scanner.
- o. Clean and adjust ignition electrodes.
- p. Check all burner linkage for excessive wear.
- q. Tighten all linkage set screws.
- r. Lubricate motor and shaft bearings.
- s. Check gas valves against leakage (where test cocks are provided).
- t. Replace vacuum tubes (if used in flame safeguard control).
- u. Clean contacts in program timer.
- v. Check operation of flame safeguard control.
- w. Check operation of modulating motor.
- x. Check operation of low water cutoff and feed control(s).
- y. Check settings and test all operating and limit controls.

2. Seasonal Start-Up

- a. Review manufacturer's recommendations for boiler and burner start-up
- b. Check fuel supply.
- c. Check auxiliary equipment operation.

- d. Inspect burner boiler and controls prior to start-up.
- e. Start burner, check operating controls. Test safety controls and pressure relief
- f. Perform combustion tests and adjust burner for maximum efficiency.
- g. Log all operating conditions.
- h. Review operating procedures and owner's log with boiler operator.
- 3. Scheduled Preventive Maintenance: times per year during the operation, these inspections and adjustments will be made:
 - a. Review owner's log. Log all operating conditions.
 - b. Inspect boiler and burner and make adjustments as required.
 - c. Test low water cutoff and pressure relief valve.
 - d. Blow down and test low water cutoff and feed control(s).
 - e. Check for water, steam and fuel leaks.
 - f. Check sequence and operation of flame safeguard control.
 - g. Check setting and test operating and limit controls.
 - h. Check operation of modulating motor.
- i. List safety/relief valves with at least 70 percent rated pressure.
- j. Blow down gauge cocks and try cocks to confirm glass water level.
- k. Check and test boiler blowndown valve.
- 1. Lubricate motor and shaft bearings (as required).
- m. Check customer's log with operator and discuss operation of boiler.
- 4. Combustion Testing: times per year during the operation, these inspections and adjustments will be made:
 - a. Test for following items as applicable; firing rate, fuel/air ratio, co2, co, smoke test.
 - b. Adjust burner controls as required to obtain proper combustion.
- 5. Written Reports: Provided to customer representative following each inspection.
- 6. Additions And Exceptions:

SCHEDULE CSAHU

Central Station Air Handling

The Service Company will furnish maintenance for the air handling equipment covered by this agreement as indicated below:

- 1. Annual Maintenance: Once a year a thorough preventive maintenance schedule will be performed including the following:
 - a. Inspect coil (cleaned as required).
 - b. Inspect drain pan and drain line.
 - c. Inspect fan wheels.
 - d. Inspect drive sheaves.
 - e. Check belt alignment and tension.
 - f. Lubricate as required.
 - g. Check bearing and motor mounting.
 - h. Check motor operating voltage and amperages.
- i. Check inlet vanes (where applicable) and for dampers and adjust if necessary.
- 2. Schedule Preventive Maintenance: Inspections during the operating season will be made to include:
 - a. Belt tension. Replace belts if necessary.
 - b. Lubricate as required.
 - c. Bearing and motor mounting.
- d. Any excessive vibration or noise and correct if required.
- 3. Additions and Exceptions:
 - a. Filter changes (4) times per year. (pleated)

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SCHEDULE PM

Pump Maintenance

The Service Company will furnish maintenance for the pumps covered by this Service Agreement to include the services listed below:

1. Seasonal Start-up:

- a. Clean pump strainers.
- b. Lubricate pump bearings per manufacturer's recommendations.
- c. Lubricate motor bearings per manufacturer's recommendations.
- d. Tighten all nuts and bolts. Check motor mounts and vibration pads (replace and adjust as required.)
- e. Visually check pump alignment and coupling.
- f. Check motor operating conditions.
- g. Inspect electrical connections and contactors.
- h. Check and clean strainers and check hand valves.
- i. Inspect mechanical seals or pump packing. Replace and adjust as required.
- j. Operate pumps and check efficiency.
- 2. Scheduled Preventive Maintenance: Inspections during the operating season will be made to include:
 - a. Lubricate pump bearings per manufacturer's recommendations.
 - b. Lubricate motor bearings per manufacturer's recommendations.
 - c. Check suction and discharge pressures.
 - d. Check packing or mechanical seal and adjust as necessary.
 - e. Check motor voltage and amperage.

SCHEDULE FM

Filter Maintenance (optional)

The Service Company will furnish filter service for the air handling units under this Service Agreement as indicated below:

- 1. Scheduled Inspection/Maintenance: Inspection during the operating season will be
 - a. Change disposable filters (media included) or clean permanent filter.
 - (1) 4 times per year in all applicable buildings.
 - (2) All filters shall be a pleated filter with at least a 20% efficiency rating.
 - (3) VAV filters (approximately 95) may be a poly glass filter or equivalent.

*Filter maintenance on all equipment is included as part of this proposal.

*Actual size and quantity to be determined at first inspection.

ie: All VAV boxes in all applicable buildings (4) times per year.

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FULL SERVICE FILTER LIST

LARAMIE CO. HEALTH #1116	12 12	20X25X2 <u>40</u> 0SC 16X25X2 400SC
LARAMIE CO. LIBRARY #1116	36 4 2	24X24X4APRILANN 400SC 20X25X2 400SC 16X25X2 400SC
LARAMIE CO. JAIL #1116	82 42 16 4 4 4 3 8	20X25X2 400SC 24X24X2 400SC 20X20X2 A.N. POLY 20X20X2 A.N. 400SC 16X20X2 400SC 16X25X2 400SC 20X20X1 400SC 8.5X43.5X1 A.N. 400SC
LARAMIE CO. GOVT. COMP. #1116	14 88	8X31.5X1 A.N. 400SC 20X20X2 MUA(12) 400SC 20X20X2 RTU(2) 400SC 20X25X2 PENT(84) 400SC
	6 2 20 3 16 1 12 72 7	20X25X2 RTU(4) 400SC 16X25X2 PENT 400SC 16X25X4 A.N. 400SC 16X20X2 FANCOIL POLY 16X25X2 FANCOIL POLY 20X20X2 FANCOIL POLY 16X32X2 FANCOIL POLY 15X20X1 RGPAD 14X16X1 RGPAD 9X46X1 EXACT POLY 9X31X1 EXACT POLY

SCHEDULE RECEQ

Annual Maintenance Program Reciprocating Equipment

The various services described below are provided as part of our Annual Winter Maintenance Program.

- 1. Annual Maintenance: Once a year a thorough preventive maintenance schedule will be performed including the following:
 - a. Check unit thoroughly for refrigerant leaks.
 - b. Check and calibrate safety and operating controls.
 - c. Meg test compressor motor.
 - d. Check and tighten all electrical terminals and check contacts for wear.
 - e. Check oil level in compressor and add as required.
 - f. Tighten motor terminals and control panel terminals.
- g. Check crankcase heater.
- h. Check external interlocks, flow switch, pumps and fans.
- i. Check oil sample for acid.
- j. Report any uncorrected deficiencies noted.
- 2. Written Reports: Provided to customer representative following each regular inspection or emergency call.
- 3. Additions and Exceptions:

Note: Adequate water treatment by a qualified water treatment firm must be furnished for the equipment covered under this agreement.

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SCHEDULE A

Limited Inspection Maintenance Program Centrifugal Chillers

The various services described below are provided as part of our Limited Inspection Maintenance Program.

- 1. Preventive Maintenance Schedule will be performed including the following
 - a. Repair any minor leaks.
 - b. Detailed inspection of purge system.
 - ... Check condition of contacts for wear, pitting, etc.
 - d. Check and calibrate safety controls.
 - e. Meg compressor motor and oil pump motor. Record settings.
 - f. Tighten all starter terminals, and check contacts for wear.
 - g. Tighten motor terminals and control panel terminals.
 - h. Clean oil strainer, replace filter and gasket where required.
- i. Tighten oil heater leads.
- j. Check operation of vane positioner.
- k. Take oil sample and have analyzed for acid, moisture and wear metal contents.
- 1. Report any uncorrected deficiencies noted.
- m. Perform eddy current test of condenser tubes in 2nd year of agreement (heads to be removed by customer).
- 2. Written Reports: ProvIded to customer representative following each regular inspection or emergency call.
- 3. Months of July/April: Shall include complete operating log along with recommendations for any additional work for any deficiencies found.

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SCHEDULE ATCM

Automatic Temperature Control Maintenance

The Service Company will furnish maintenance service on the Automatic Temperature Control System as follows:

1. Annual Inspection

a. Clean sampling chamber of duct mounted smoke detectors (per manufacturing recommendations).

2. Semi-Annual Inspections

An inspection shall be performed during the heating season and during the cooling season and will include:

- a. Calibrate major system controls.
- b. Check system operating sequences.
- c. Clean control panels (wipe panel surfaces with cleaning rag and blow dust out of cabinets with compressed air or vacuum).
- d. Check operating conditions of duct system smoke detectors (voltage check or smoke check via sampling chamber) and adjust sensitivity as required.
- e. Check damper operation for misalignment, binding and shutoff; correct if necessary.
- f. Check control air pressure at each system and record the pressure level and air system if necessary (pneumatic system only).
- g. Measure and record primary and secondary voltage of system transformer or power supply on primary control system (electric/electronic systems only).
- 3. Scheduled Preventive Maintenance-inspections during the operating season will be made to include the following:
 - a. Visually check control valves for leaks.
 - b. Visually check dampers and linkages and oil as required.
 - c. Check time clock settings and day/night thermostat set points.
 - d. Inspect changeover control stations and record the mode system it is in at time of inspection. Correct as necessary. Record outside air temperature and ambient conditions in a preselected spot identified in contract documents.

Pneumatic:

- e. Check compressor run time versus off time for three operating cycles and record the average results.
- f. Open compressor tank drain valve and bleed off any water that accumulated in the tank.
- g. Record guage reading for compressor air pressure and final system air pressure. Adjust pressure reading valves if necessary.

- h. Check compressor belts, oil level, safety valves and general operating of the air compressor.
- i. Clean compressor tank, compressor, pressure reducing station and after filter with damp, clean rag.
- j. Check refrigerated after cooler for proper operation.
- k. Visually check air filter and oil indicators, if available, for contamination. (Note: Disposable oil indicators are available for installation in the compressed air system and should be installed before and after the Prv station.)

Electric/Electronic System:

a. Check primary system power supply input and output voltage and record reading (only required for major systems where one control transformer or power supply feed the entire system.)

4. Additions

a. All software programming, adjustments, and reloading of the system is the responsibility of the contractor. The main FMS computer along with all peripheral devices such as modems, cables and N2 dialers are the contractors responsibility.

5. ***<u>EXCLUSIONS</u>***

Contract Award:

The Board of County Commissioners shall negotiate a contract with one or more firms as selected. If the commissioners are unable to negotiate a satisfactory contract with any selected firm, negotiations shall be terminated and the Commissioners shall undertake negotiations with other qualified firms.

The Board of County Commissioners reserves the right to reject any or all submittals or to waive minor defects or irregularities in the submittal. The Board of County Commissioners further reserves the right, without prior notice, to supplement, amend or otherwise modify this RFP or otherwise request additional information from any or all applicants. By submitting a proposal, the consultant thereby agrees the Board of County Commissioners' decision concerning any submittal in any respect is final, binding and conclusive for all purposes, and acknowledges the Board of County Commissioners in its sole and unqualified discretion may waive or deviate from the procedures and/or timetable outlined. All materals submitted become the property of the Board of County Commissioners and may be made available to the public. All costs incurred in connection with responding to this RFP will be borne by the submitting firm or individual.

L	ACORD CERI	IFICATE OF LIA	BILITY I	NSURA	NCE OP ID DI	DATE (MM/DD/YY)	
W	Wyoming Financial - Chevenne			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR			
CI	920 Thomes Suite 100 Deyenne WY 82001		ALTER TH	E COVERAGE A	FORDED BY THE POLICE	CIES BELOW.	
Pl	none: 307-632-5778			INSURERS	AFFORDING COVERAG	E	
			INSURER A:	INSURER A: Employers Mutual Companies			
	Amount March 40		INSURER B:				
	Ameri Tech Hva P.O. Box 6199	c Services	INSURER C:				
<u> </u>	Cheyenne WY 82	003	INSURER D:			· · · · · · · · · · · · · · · · · · ·	
	VERAGES						
№	'AY PERTAIN. THE INSURANCE AFFO	D BELOW HAVE BEEN ISSUED TO THE INSI ITION OF ANY CONTRACT OR OTHER DOO DRDED BY THE POLICIES DESCRIBED HER IN MAY HAVE BEEN REDUCED BY PAID CL		OVE FOR THE POLICE SPECT TO WHICH TO ALL THE TERMS,	Y PERIOD INDICATED. NO THIS CERTIFICATE MAY BE EXCLUSIONS AND CONDIT	TWITHSTANDING ISSUED OR IONS OF SUCH	
INSF		POLICY NUMBER	attio.	POLICY EXPIRATION DATE (MM/DD/YY)			
	GENERAL LIABILITY	I GEO HOMBER	DATE (MM/DD/YY)	DATE (MM/DD/YY)		T	
A	X COMMERCIAL GENERAL LIABILITY	2D7174903	05/19/02	05/19/03	EACH OCCURRENCE FIRE DAMAGE (Any one fire)	\$1,000,000	
!	CLAIMS MADE X OCCUR		, ,	10, 10, 03	MED EXP (Any one person)	\$ 100,000	
	X Wyo Stop Gap				PERSONAL & ADV INJURY	\$1,000,000	
	X Blnkt Addt'l Insd				GENERAL AGGREGATE	\$2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X JECT LOC			1	PRODUCTS - COMP/OP AGG	\$2,000,000	
	AUTOMOBILE LIABILITY						
A	X ANY AUTO ALL OWNED AUTOS	2E7174903	05/19/02	05/19/03	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	SCHEDULED AUTOS X HIRED AUTOS				BODILY INJURY (Per person)	\$	
	X NON-OWNED AUTOS				BODILY INJURY (Per accident)	s .	
	GARAGE LIABILITY				PROPERTY DAMAGE (Per accident)	s	
	ANY AUTO		ł		AUTO ONLY - EA ACCIDENT	\$	
				1	OTHER THAN EA ACC AUTO ONLY:	\$	
	EXCESS LIABILITY				EACH OCCURRENCE	\$	
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A	Inland Marine	2C7174903	05/19/02	05/19/03			
ESC	RIPTION OF OPERATIONS/LOCATIONS/VEI	HICLES/EXCLUSIONS ADDED BY ENDORSEMENT	SPECIAL PROVISION	NS		·-·-	
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ER'	FIFICATE HOLDER N ADDI	TIONAL INSURED; INSURER LETTER:	CANCELLATIO	N.			
		LARAMC2		HOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION			
Laramie County Clerk Chris Wegnew PO Box 608				DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN			
				NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL			
			IMPOSE NO OBLIG	IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR			
	Cheyenne WY 8200	3	REPRESENTATIVE	REPRESENTATIVES.			
•	,		AUTHORIZED REPR	λ	12.70.		
COF	RD 25-S (7/97)		DeeAnn Har	nsen 👠		PPRATION 1988	
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: <u>Jun</u>	<u>e 15, 2004</u>
2. AGENDA ITEM: Appointments Contracts/agreements/leases Proclamations Public Hearings/Rules & Re Resolutions Other:	Land Use: Variances/Board App/Plats
3. DEPARTMENT: <u>LARAMIE COUNTY BUILDING MA</u>	INTENANCE DEPARTMENT
APPLICANT: AC	GENT: <u>CHRIS WEGNER, MANAGER</u>
4. DESCRIPTION: consideration of a ser laramie county, wyoming and ameri-tech h	VICE AGREEMENT BETWEEN VAC SERVICES, INC.
Amount From: \$ To:	: \$
S. DOCUMENTATION: (2) Originals and (Clerks Use Only: Commissioner Humphrey Knudson Ketcham Action Postponed/Tabled	