

050705-22

**COMPUTER ROOM AIR CONDITIONER MAINTENANCE AGREEMENT  
LARAMIE COUNTY, WYOMING /SHEET METAL PRODUCTS INC.**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Sheet Metal Products Inc. 1019 West 22<sup>nd</sup> Street, P.O. Box 1112, Cheyenne, Wyoming 82003 ("CONTRACTOR"). The parties agree as follows:

**I. PURPOSE**

The purpose of this Agreement is for one year of maintenance for the Laramie County Emergency Management, Computer Room Air Conditioning unit located at the Combined Communications Center (2020 Capitol Ave. Cheyenne).

**II. TERM**

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement, and shall remain in full force and effect until completely performed.

**III. RESPONSIBILITIES OF COUNTY**

COUNTY shall pay CONTRACTOR \$350.00 for one years service. 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).

**IV. RESPONSIBILITIES OF CONTRACTOR**

A. CONTRACTOR shall provide and complete the services as described in Attachment 'A', attached hereto and fully incorporated herein with the exception of the following modification:

On page 2 of the "Terms and Conditions" in Attachment 'A' under the sub-heading "GENERAL" the following portion of the first paragraph shall be stricken and of no force and effect; "BUT SHEET METAL PRODUCTS INC. SHALL NOT BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES."

B. 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

c. byrne  
budget  
attorney

**COPY OF RECORD**

Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.

## **V. GENERAL PROVISIONS**

A. Independent Contractor: 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. Acceptance Not Waiver: 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. Termination: 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. Entire Agreement: This Agreement (5 pages) and Attachment 'A' (4 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. Assignment: 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. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

G. Invalidity: 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. Applicable Law and Venue: 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. Contingencies: 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. Discrimination: 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. ADA Compliance: 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.

L. Governmental/Sovereign Immunity: 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. Indemnification: 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. Third Parties: 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. Conflict of Interest: 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. Force Majeure: 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. Limitation on Payment: 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. Notices: 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.


S. Compliance with Laws: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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**COMPUTER ROOM AIR CONDITIONER MAINTENANCE AGREEMENT  
LARAMIE COUNTY, WYOMING /SHEET METAL PRODUCTS**

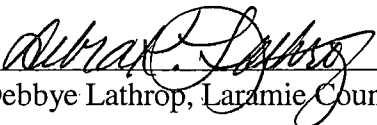
**Signature Page**

LARAMIE COUNTY, WYOMING

By:   
Diane Humphrey, Chairman, Laramie County Commissioners

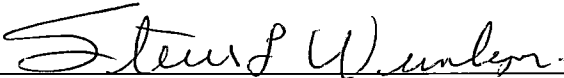
Date 7-6-05

ATTEST:

By:   
Debbie Lathrop, Laramie County Clerk

Date 7-7-05

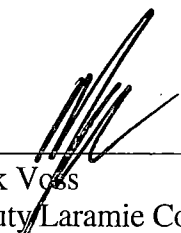
CONTRACTOR: Sheet Metal Products Inc..

By: 

Date 06-13-05

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By:   
Mark Voss  
Deputy Laramie County Attorney

Date 9/1/05

# **ATTACHMENT**

**A**

General Sheet Metal  
Automatic Heating  
Air Conditioning  
Roofing

# sheet metal products inc.

1019 West 22nd Street  
P.O. Box 1112 Cheyenne, Wyoming 82003  
Phone (307) 635-9138 FAX (307) 635-9461

## FULL MAINTENANCE AGREEMENT

March 1, 2005

Laramie Co Emergency Management ON THE  
(CUSTOMER) (JOB NAME) (PHONE #)

LOCATED AT 2020 Capitol Avenue Cheyenne Wyoming 82001  
(ADDRESS) (CITY) (STATE) (ZIP)

EQUIPMENT TO BE MAINTAINED

MODEL NO.	SERIAL NO.	UNIT LOCATION
<u>Computer Roof Liebert</u>		
<u>A/C Unit</u>		

### TERM:

AT LEAST 3 SCHEDULED SERVICE AND INSPECTION CALLS PER YEAR SHALL BE MADE DURING NORMAL WORKING HOURS BETWEEN 8:00AM AND 4:30PM, MONDAY THROUGH FRIDAY, WEEKENDS AND HOLIDAYS EXCEPTED.

SHEET METAL PRODUCTS, INC. SHALL FURNISH LABOR SERVICE (FILTER SERVICE INCLUDED) STARTING Apr. 1, 2005 AND SHALL CONTINUE UNTIL Mar. 31, 2006 THIS CONTRACT IS SUBJECT TO CANCELLATION ON ANY ANNIVERSARY DATE BY WRITTEN NOTICE TO EITHER PARTY AT LEAST 60 DAYS PRIOR TO EACH ANNIVERSARY DATE.

IT IS UNDERSTOOD THAT THIS PROPOSAL SETS FORTH OUR ENTIRE AGREEMENT, WHICH INCLUDES THE TERMS ON THE FOLLOWING PAGE.

THIS PROPOSAL WILL BECOME A AGREEMENT WHEN ACCEPTED BY THE CUSTOMER AND APPROVED IN WRITING BY A SHEET METAL PRODUCTS INC. AUTHORIZED REPRESENTATIVE.

SHEET METAL PRODUCTS INC. LABOR SERVICE AND FILTER SERVICE WILL BE FURNISH FOR THE TOTAL SUM OF \$ 350.00 PER Year UNTIL 03/31/06. PAYABLE AS FOLLOWS: 100% Upon Billing

RESPECTFULLY SUBMITTED

Steve L. Weinberger

YOUR ACCEPTANCE

OUR APPROVAL

Steve L. Weinberger

TITLE: \_\_\_\_\_

TITLE: President

DATE: \_\_\_\_\_

DATE: 03/01/05

**SHEET METAL PRODUCTS INC.**  
**FULL MAINTENANCE CONTRACT**

**PAGE 2**

WE AGREE TO:

1. INSPECT THE EQUIPMENT ON A SCHEDULED BASIS AS SHOWN AND UPON EACH INSPECTION PERFORM THE APPLICABLE SERVICES PER ATTACHED CHECK LIST.
2. FURNISH ALL FILTER MATERIAL AND LABOR NECESSARY TO PROPERLY MAINTAIN THE EQUIPMENT IN ACCORDANCE WITH GOOD INDUSTRY PRACTICES.
3. PROVIDE SERVICE AS NEEDED BETWEEN INSPECTIONS IN THE EVENT OF EQUIPMENT MALFUNCTION AT THE CUSTOMERS EXPENSE.
4. INSTRUCT YOU IN THE OPERATION OF THE EQUIPMENT.
5. GIVE SHEET METAL PRODUCTS INC. CONTRACT SERVICE HOLDERS PREFERENCE OVER ALL OTHER TYPES OF SERVICE ACTIVITY NORMALLY UNDERTAKEN BY US.

YOU AGREE TO:

1. OPERATE THE EQUIPMENT ACCORDING TO OUR INSTRUCTIONS.
2. PROMPTLY NOTIFY US OF ANY UNUSUAL OPERATING CONDITIONS OF THE EQUIPMENT.
3. PERMIT OUR PERSONNEL THE USE OF YOUR COMMON BUILDING MAINTENANCE TOOLS, SUCH AS LADDERS, ETC.
4. PERMIT ONLY SHEET METAL PRODUCTS INC. SERVICE PERSONNEL AND / OR SERVICE ORGANIZATIONS AUTHORIZED BY SHEET METAL PRODUCTS INC. TO WORK ON THE EQUIPMENT.

EXCLUSIONS:

CABINETS AND DUCTWORK.

WATER SUPPLY AND DRAIN BEYOND EQUIPMENT PROPER ELECTRICAL SERVICE BEYOND THE EQUIPMENT DISCONNECT SWITCH (CONTROL WIRING EXCEPTED).

MOVING OR RELOCATING THE EQUIPMENT.

ANY DAMAGE DUE TO UNEXPECTED FREEZING. WORK MADE NECESSARY BY THE ENFORCEMENT OF GOVERNMENT CODES, BUILDING OR UNION REGULATIONS.

NO DEVICES OR CONTROLS OTHER THAN SUPPLIED BY SHEET METAL PRODUCTS INC. WILL BE INCLUDED IN THIS CONTRACT UNLESS OTHERWISE SPECIFIED IN THE CONTRACT.

WE ARE NOT RESPONSIBLE FOR FAILURE OR DAMAGE TO THE EQUIPMENT OR PREMISES DUE TO IMPROPER FUEL OR FUEL SUPPLY.

GENERAL:

DURING THE TERM OF THIS AGREEMENT, SHEET METAL PRODUCTS INC. WILL TAKE ALL REASONABLE PRECAUTIONS TO AVOID INJURY TO PERSONS AND DAMAGE TO THE PROPERTY WHILE ON THE PREMISES, BUT SHEET METAL PRODUCTS INC. SHALL NOT BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES.

SHEET METAL PRODUCTS INC. SHALL NOT BE LIABLE FOR LOSSES OR DEFECTS ARISING OUT OF VANDALISM, FIRE, FLOOD, WIND, RIOTS AND OTHER ACTS OF GOD. IN SUCH CASES, THE CUSTOMER SHALL BE CHARGED FOR THE PARTS AND LABOR INVOLVED AT THE THEN CURRENT PRICE FOR SUCH ITEMS. NO SUCH PARTS OR LABOR SHALL BE FURNISHED, HOWEVER, WITHOUT AUTHORIZATION OF THE CUSTOMER.

SHEET METAL PRODUCTS INC. SHALL NOT BE RESPONSIBLE FOR THE SYSTEM DESIGN NOR MAINTAINING DESIGN CONDITIONS.



**SHEET METAL PRODUCTS INC.**  
**FULL MAINTENANCE CONTRACT**

**CHECK LIST**  
**PAGE 1**

	PRE-HEATING SEASON	PRE-COOLING SEASON
TIGHTEN ALL WIRE CONNECTIONS		
CHECK FOR PROPER FUSING		
CONTACTS OF COMPRESSOR & MOTOR STARTER		
SUPPLY VOLTAGE - UNIT OFF		
SUPPLY VOLTAGE - UNIT ON		
SUPPLY VOLTAGE - COMPRESSORS ON		
SHAFT ALIGNMENT		
SHAFT OR BEARING WEAR		
BEARING LOCKING COLLARS		
BELT TENSION AND WEAR		
FILTERS		
MOTOR AMPS		
MOTOR AND BEARING LUBRICATION		
DAMPER LINKAGE ADJUSTED & TIGHTENED		
MINIMUM AIR SETTING		
EXHAUST DAMPER OPERATION		
RUN POWER SAVER THROUGH COMPLETE CYCLE		
CHECK VOLTAGE AT DAMPER MOTOR		
DISCHARGE PRESSURE ON COMPRESSOR		
SUCTION PRESSURE ON COMPRESSOR		
REFRIGERANT CHARGE		
HOT GAS BYPASS		
SUPER HEAT SETTING		
PRESSURE SWITCHES OPERATE		
CONDENSER FANS OPERATE		
CONDENSER HEAT OPERATES		
TIMED OFF CONTROL		
OIL RECTIFIERS		
CLEAN EVAPORATOR COIL IF REQUIRED		
CLEAN CONDENSATE PANS & DRAINS		
CHECK COOLING SEQUENCER FOR OPERATION		
COMPRESSOR AMPS		
CONDENSER MOTOR AMPS		
CLEAN COMBUSTION AIR WHEEL IF REQUIRED		
MAIN LINE GAS PRESSURE		
REGULATOR PRESSURE		
BURNER ADJUSTMENT		
MICRO-AMP OR MILLIVOLT READING		
SAFETY CONTROLS OPERATE		
BURNER MOTOR AMPS		
CHECK FOR BROKEN ELEMENTS		
TIGHTEN ALL WIRE CONNECTIONS		
HEATING AMPS		

***SHEET METAL PRODUCTS INC.  
FULL MAINTENANCE CONTRACT***

CHECK LIST  
PAGE-2

LINKAGE ADJUSTED AND TIGHTENED  
MOTORS OPERATE FROM THERMOSTATS  
OPERATE ZONE THROUGH COMPLETE CYCLE  
VOLTAGE AT DAMPER MOTORS  
TIME CLOCK SETTINGS  
READ-OUT PANEL FUNCTION  
NITE SET-BACK OPERATION  
ROOM THERMOSTAT OPERATION

PRE-HEATING PRE-COOLING  
SEASON SEASON

**LARAMIE COUNTY CLERK  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM PROCESSING FORM**

**1. DATE OF PROPOSED ACTION:** July 5, 2005

**2. AGENDA ITEM:**    ☐ Appointments    ☐ Bids/Purchases    ☐ Claims  
  
☒ Contracts/agreements/leases    ☐ Grants    ☐ Land Use: Variances/Board App/Plats  
  
☐ Proclamations    ☐ Public Hearings/Rules & Reg's    ☐ Reports & Public Petitions  
  
☐ Resolutions    ☐ Other

**3. DEPARTMENT:**

**APPLICANT:** Laramie County Combined Communication  
Byrne

**AGENT:** Patrick T.

**4. DESCRIPTION:** Consideration of an agreement with Sheet Products Inc. for maintenance on the climate control unit located in the Laramie County Combined Communication Center's equipment room, located at 2020 Capital Ave.

Amount **\$350.00**

From July 1, 2005

To June 30, 2006

**5. DOCUMENTATION:**

Originals and (4) four copies

<u>Commissioner</u>	<u>Clerks Use Only:</u>
Humphrey_____	<u>Signatures</u>
Knudson_____	Co Attny _____
Ketcham_____	Assist Co Attny _____
Action _____	Grants Manager _____
Postponed/Tabled _____	Outside Agency _____