

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
CITY OF LARAMIE, WYOMING AND
THE EAGLE PLUMBING & HEATING, INC. FOR PLUMBING
REPAIR AND INSTALLATION SERVICES**

1. **Parties.** This Contract is made and entered into this 27th day of December, 2021 by and between City of Laramie, Wyoming, a Wyoming municipal corporation (hereinafter referred to as "City"), whose address 406 Iverson Avenue, Laramie, Wyoming 82070, and Eagle Plumbing & Heating, Inc. (hereinafter referred to as "Contractor"), whose address is 808 East Custer Street, Laramie, Wyoming 82070.

2. **Purpose of Contract.** The purpose of this Contract is for Contractor to provide professional plumbing repair and installation services on facility plumbing systems 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. **Term of Contract.** The term of the Contract is from the date of execution of this Contract through January 1, 2023. 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 provided services as more fully described in Attachment A, which is attached hereto and incorporated herein. Payment shall be payable to Contractor upon receipt of the invoice for the services herein. The payment shall cover the cost for those services to be provided by Contractor as outlined in Paragraph 5 herein.

5. **Responsibilities of Contractor.** Contractor shall perform the following services.

5.01 Troubleshoot and repair all types of plumbing equipment including, but not limited to, sewer lines, pumps, valves, water closets, urinals, lavatories, boilers, hydronic heating, water heaters, and water supply lines.

5.02 Respond to emergency calls for plumbing equipment repairs and be on the City's site to repair the equipment within three (3) hours of being notified by phone.

5.03 Obtain, on behalf of the City, original manufactures parts and supplies for repairs and new installations.

5.04 Charge no more than the set hourly rates for technical services, and the parts markup rate described in Attachment A for the term of the agreement.

5.05 Provide a written report on all troubleshooting, and/or repairs on the plumbing equipment to the Facilities Maintenance Manager within two (2) days of completing the work. Written reports can be e-mailed, faxed, mailed or included on any invoicing.

6. Responsibilities of City. City shall cooperate with Contractor in providing any maintenance records and access to the repair or service site as necessary for Contractor to perform the work described within this agreement.

7. General Provisions.

7.01 Amendments. Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.

7.02 Applicable Law/Venue. The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming. Contractor agrees to appoint a registered agent in Wyoming for service of process and will notify City in writing of the name and address of the registered agent within fifteen (15) days of effective date of this Contract.

7.03. Confidentiality. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by City for its release.

7.04. Compliance with Laws. The Contractor shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Contract.

7.05. Entirety of Contract. This Contract, consisting of eight (8) pages, including Attachment A, entitled City of Laramie Schedule of Rates 2021 consisting of one (1) page represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

7.06. Ethics. Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. §9-13-101, et seq.), and any and all ethical standards governing Contractor's profession.

7.07. Force Majeure. Neither party shall be liable to the other for incidental, special or consequential damages. Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, strikes, lockouts, work interruption or other labor disputes and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

7.08. Indemnification. Contractor shall indemnify, defend and hold harmless City, their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's negligence and not to the extent caused by others.

7.09. Independent Contractor. The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the City for any purpose. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor to incur any obligation of any kind on the behalf of the City or its staff. The Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to City employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.

7.10. Ownership of Documents/Work Product. All documents, reports, records, field notes, materials, and data of any kind resulting from performance of this Contract are at all times the property of City.

7.11. Liaison and Notice City and Contractor's designated representatives are as follows:

7.11 (a). City's designated representative is Scott Stevenson, Facilities Maintenance Manager, telephone number: (307) 721-3585, cellular telephone (307) 760-6627 and facsimile: (307) 721-5284

7.11(b). Contractor's designated representative is Lenny Atkinson, Owner, telephone number: (307) 721-2104, Cellular telephone (307) 760-5771 and facsimile (307) 721-1055

7.11(c). All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison above, and mailed first-class, postage prepaid. All notices sent via U.S. Postal Services are deemed effective on the date of the postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

7.12. Sovereign Immunity. The City does not waive sovereign immunity by entering into this Contract and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

7.13. Taxes. The Contractor shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

7.14. Termination of Contract. This Contract may be terminated, for reasons of "non-performance" by either party in accordance with the terms of this contract upon thirty (30) days written notice except as provided in Paragraph. This Contract may be terminated immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract. Contractor may, in its sole discretion, temporarily suspend upon written notice this agreement due to the City's breach of contract. In the event of circumstances presenting a safety hazard to the riding public or contractors technicians (including, but not limited to, City's act of creating or allowing unsafe practices or conditions or failure to authorize necessary repairs or upgrades), contractor may immediately terminate this agreement in its entirety upon written notice.

7.15. Insurance. The Contractor shall maintain the following insurance:

7.15 (a). Commercial General Liability Insurance. The Contractor shall maintain coverage, during the entire term of the contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground, collapse and explosion (XCU) and products and completed operations, and in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence and One Million Dollars (\$1,000,000.00) general aggregate.

7.15 (b). Workers Compensation or Employers Liability Insurance. Contractor shall provide proof of workers compensation coverage, for all its employees who are to work on the projects described in this Contract. Contractor's coverage shall be under the Wyoming Workers Safety and Compensation program, if statutorily required or such other workers compensation insurance as appropriate.

Contractor's insurance shall include A Stop Gap coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per employee for each accident and disease. Contractor shall have also supply proof of workers' compensation and employer's liability insurance on each and every subcontractor before allowing that subcontractor on the job site.

7.15 (c). Business Automobile Liability. Contractor shall maintain, during the entire term of the contract, automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.

7.15 (d). Coverage. All policies required under this Contract shall be in effect for the duration of this Contract and projects. All policies shall be primary and not contributory. Contractor shall pay the premiums on all insurance policies and insurance certificates must include a clause stating that the insurance may not be revoked, cancelled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to City.

7.15 (e). City's Right to Reject. The City reserves the right to reject a certificate of insurance if Contractor's insurance company is widely regarded in the insurance industry as financially unstable. This would include but is not limited to insurance companies with no less than AVIII rating in the A.M. Best insurance rating guide.

7.15 (g). Subcontractors. The insurance requirements set forth above apply to all subcontractors. It is Contractor's responsibility to ensure that its subcontractors meet these insurance requirements. City has the right to review the Certificates of any and all subcontractors used by the Contractor.

7.15 (h). Cancellation. There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent to not renew insurance coverage without thirty (30) days written notice from Contractor or their insurers to City. Any failure to comply with the reporting provision of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage provided to City and its division, officers and employees.

7.16. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of the Contract are intended only to assist the parties in determining and performing their obligations under this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a

party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

7.17 Warranty. Contractor warrants the following:

7.17 (a). has the ability to perform the agreed services.

7.17(b). shall provide suitable resources to perform work in accordance with agreed services.

7.17 (c) will endeavor to provide the services herein on a timely basis consistent with the difficulty and scope of services to be provided; and

7.17 (d). shall perform services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

7.18. Time is of the Essence. Time is of the essence in all provisions of the Contract.

7.19. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

7.20. Waiver. The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

7.21. Limitation of Payments. City's obligation to pay the Contractor for services rendered pursuant to this Contract is conditioned upon the availability of City's funds which are allocated to pay Contractor. If funds are not allocated and available to pay Contractor for these services, City may terminate this Contract at the end of the period for which the funds are available. City shall notify Contractor at the earliest possible time if this Contractor will or may be affected by a shortage of funds. No liability shall accrue to City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit City to terminate this contract in order to acquire similar services from another party. The Contractor shall be paid for all services provided and expenses incurred prior to receipt of any such notification that City was terminating the Contract because of a shortage of funds.

7.22 Extension. Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be requested by the Contractor and following approval by City shall be effective only after it is reduced to writing and

executed by all parties to the Contract. Any agreement to extend this Contract shall include, but not necessarily be limited to: an unambiguous identification of the Contract being extended; the term of the extension; the amount of any payment to be made during the extension, or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Contract shall, unless explicitly delineated in the exception, remain as they were in the original Contract; and, if the duties of either party will be different during the extension than they were under the original Contract, a detailed description of those duties.

7.23 Severability. Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of this Contract shall continue in full force and effect and either party may attempt to renegotiate the terms affected by the severance.

7.24 Attorney's Fees. In the event it becomes necessary for either party to file a suit or to enforce this Contract or any provisions contained herein, the prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs of court incurred in such suit.

8. City Policies. The Contractor acknowledges familiarity with the City Policies as applicable to this contract and listed below:

a. The City of Laramie seeks to integrate energy efficiency practices into all aspects of day-to-day operations, from capital construction to staff behaviors, to ensure economic and environmental sustainability. The City encourages bidder submissions that 1) enhance to efficiency of City projects and ongoing operations, and/or 2) consider all energy types, including traditional and renewable sources.


b. Preference is hereby given to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside the State, as provided in W. S. §§ 16-6-101 through 16-6-119.

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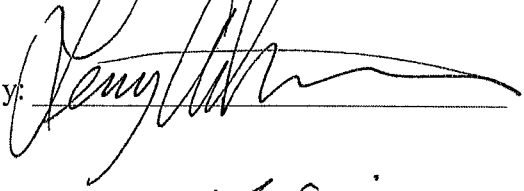
IN WITNESS WHEREOF, the Laramie City Council has caused this Agreement to be signed and executed in its behalf by its City Manager and Contractor has signed and executed this Agreement, the day and year first written above.


CITY OF LARAMIE, WYOMING:

By: 
Janine Jordan, City Manager

Attest: 
Witness

EAGLE PLUMBING & HEATING, INC.

By: 

Attest: 
Witness

Eagle Plumbing and Heating, Inc.

808 E Custer Street
Laramie, WY 82070
Phone- 307-721-2104
Fax- 307-721-1055

December 20, 2021
City of Laramie
Schedule of Rates 2021

Hourly Rate:

Journeyman Plumber	\$73.00 per hour
Apprentice plumber	\$62.00 per hour

Overtime Hours:

Time Outside Regular Business Hours

Nights

Weekends

Holidays

Overtime Rate- \$120.00 per hour

Material Mark-Up Rate:

30% Over Cost

Approved By:



Date:

12-21-21