

ADDENDUM TO AGREEMENT TO REPLACE SUMP PUMP at 2020 CAREY AVE
Between
LARAMIE COUNTY AND GW MECHANICAL INC.

THIS ADDENDUM is made and entered into by and between the Laramie County, P.O. Box 608, Cheyenne, Wyoming 82003 ("COUNTY") and GW Mechanical Inc., P.O. Box 2392 Mills, WY 82644 ("CONTRACTOR") (COUNTY and CONTRACTOR collectively known as "Parties" herein.) The Parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify CONTRACTOR'S "PROPOSAL," (hereinafter "Agreement") which is attached hereto and incorporated herein. The purpose of the Agreement is for CONTRACTOR to remove and replace the sump pump at 2020 Carey Ave, Cheyenne, WY 82001.

II. TERM

This Addendum and the 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 the Agreement and Addendum are completely performed or are terminated as provided herein.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall pay CONTRACTOR one hundred twenty-five thousand four hundred eighty dollars (\$125,480.00) for the services and materials detailed in the Agreement. Payment will be made upon receipt of the CONTRACTOR'S invoice to COUNTY. No payment shall be made before the last signature is affixed to this Addendum. The COUNTY's payment obligations shall not exceed the amounts set forth in this "RESPONSIBILITIES OF COUNTY" section of this Addendum without further approval of COUNTY. No payment shall be made before the last signature is affixed to this Addendum. 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 described in the attached Agreement. CONTRACTOR shall demo existing sump pumps and existing platform entirely; install new expanded metal platform; and install two new sump pumps (with electric) and control panel with Bacnet (Building Automation and Control Networks) capability. CONTRACTOR'S services and work shall include OSHA compliant safety measures for entrance into permit required confined space. CONTRACTOR'S services do not include connecting controller to the building automated system, where that service is to take place in a future renovation phase.

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

V. MODIFICATIONS OF AGREEMENT

1. The Agreement's last paragraph, which is titled "Terms and Conditions," is hereby **removed**, because the terms and conditions of acceptance are covered by this Addendum.

All "removed" items under this Modifications section will have no force or effect on the Parties.

VI. GENERAL PROVISIONS

1. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of the 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.

2. Entire Agreement: The Agreement (1 page) and this Addendum (6 pages) represents the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

3. Assignment: Neither this Agreement and Addendum, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

4. Modification: This Agreement and Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

5. 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; (c) pursuant to the terms of the Agreement; or (d) upon mutual written agreement by both parties.

6. Invalidity: If any provision of this Agreement and Addendum 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 the provisions of this Agreement and Addendum are fully severable.

7. 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 the Agreement and this Addendum or of any cause of action arising out of the performance of the Agreement and this Addendum.

8. Applicable Law and Venue: The parties mutually understand and agree this Agreement and Addendum 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 and Addendum 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 or the Federal District Court, District of Wyoming. This provision is not intended nor shall it be construed to waive the COUNTY's governmental immunity as provided in this Agreement and Addendum.

9. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement and Addendum because of race, color, gender, creed, handicapping condition, or national origin.

10. 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.

11. Governmental/Sovereign Immunity: The 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 and Addendum. 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 the Agreement and this Addendum.

12. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and the Agreement and this Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in the

Agreement and this Addendum shall operate only between the parties to the Agreement and Addendum and shall inure solely to the benefit of the parties to the Agreement and Addendum.

13. 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. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide the COUNTY with proof of such insurance.

14. 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 the Agreement and this Addendum, shall engage in any conduct or activity which would constitute a conflict of interest relative to the Agreement and this Addendum.

15. Force Majeure: Neither party shall be liable to perform under the Agreement and this Addendum 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.

16. Limitation on Payment: The 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 and this Addendum may be terminated by the COUNTY at the end of the period for which funds are available. The 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 the COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to the COUNTY in the event this provision is exercised, and the 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 the Agreement or this Addendum in order to acquire similar services from another party.

17. Notices: All notices required and permitted under the Agreement and this Addendum 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.

18. Addendum Controls: Where a conflict exists or arises between any provision or

condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

19. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local

20. Preference-Wyoming Labor: Should the subject of the Agreement and this Addendum constitute the construction, reconstruction, improvement, enlargement, alteration, or repair, of any public works project or improvement, by signature below CONTRACTOR acknowledges the requirement for the use of Wyoming labor pursuant to W.S. § 16-6-203 as amended, except in circumstances as provided by law including, but not limited to W.S. § 16-6-201 et seq.

21. Assertion of Agency. By signing below for CONTRACTOR, the individual (hereinafter "signor") asserts they have authority to bind CONTRACTOR to the Agreement and this Addendum and that any asserted entity is not defunct or dissolved. If the company for CONTRACTOR is a "dba" or trade name and not recognized by a State as a legally independent entity, then signor (and/or responsible corporate entity) also unconditionally personally guarantees the prompt, full, and complete performance of all responsibilities and duties owed by the CONTRACTOR to COUNTY under the Agreement and this Addendum.

[Remainder of page intentionally left black, signatures on following page]

ADDENDUM TO AGREEMENT TO REPLACE SUMP PUMP at 2020 CAREY AVE
Between
LARAMIE COUNTY AND GW MECHANICAL INC.

SIGNATURE PAGE

LARAMIE COUNTY

By: _____ Date _____
Chairman, Laramie County Board of Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: GW MECHANICAL INC.

By:  _____ Date 9/23/25
Kara J Garbutt/ Sec-Treas.

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 9/24/25
Laramie County Attorney's Office

PROPOSAL



(307) 472-1833

FAX: (307) 472-2037

PROPOSAL SUBMITTED TO	PHONE	Fax	DATE
Jason Smallwood	307-630-8180		9/3/2025
Laramie County Maintenance	JOB NAME		
	2020 Carey Sump Pump Replacement		
	JOB LOCATION		
	2020 Carey Ave Cheyenne, WY 82009		

We hereby submit specifications and proposal for:

Demo existing sump pumps and existing platform entirely. Install new expanded metal platform, (2) new sump pumps and control panel with bacnet capability. Pricing includes OSHA compliant safety for entrance into permit required confined space. Does not include connecting controller to the building automated system, that is to take place in future renovation phase.

One Hundred Twenty Five Thousand Four Hundred and Eighty dollars \$ 125,480.00

Payment to be made as follows:

Net 30

All materials is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become and extra charge over and above the estimate. All agreements contingent upon articles, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature

Kevin Snow

Please Note: This proposal may be

withdrawn by us if not accepted within

30 days

Acceptance of Proposal - The above prices, specifications

and conditions are satisfactory and are hereby accepted. You are authorized
to do the work as specified. Payment will be made as outlined above.

Signature

Date:

Terms and Conditions: It is mutually agreed that any service or product provided shall hereby be subject to all terms and conditions herein contained, including the terms and conditions on the reverse side of this sheet. A copy of the Terms and Conditions will be provided to you upon request.



Mark Gordon
Governor

State of Wyoming
Department of Workforce Services

5221 Yellowstone Rd
Cheyenne, WY 82002
307.777.6763 - Fax:307.777.5298
<https://dws.wyo.gov>



Elizabeth Gagen, J.D
Director

Recipient:

Employer:

LARAMIE COUNTY GOVERNMENT
Attn:
P.O. BOX 608
CHEYENNE, WY 82003

G W MECHANICAL INC
PO BOX 2392
MILLS, WY
82644-2392

WORKERS' COMPENSATION CERTIFICATE OF GOOD STANDING

Mail Date: 9/23/2025

EXPIRATION DATE: 9/23/2026

Job Reference: 2020 Carey Ave Sump Pumps

This is to certify that the above named employer is in compliance with the Wyoming Workers' Compensation Act. The account is in good standing as of the above date.

Wyoming Workers' Compensation monthly/quarterly payroll reports shall be submitted and payments made on or before the last day of the month following the month for which the earnings are computed and paid. Prime contractors may verify good standing of a sub-contractor's business by contacting the Division by telephone, after the initial certificate has been issued.

In private work, a contractor is liable for the payment of Workers' Compensation premiums for the employees of any subcontractor, if the subcontractor primarily liable has not paid the premiums as provided in the Act, pursuant to Wyoming Statute 27-14-206. Contractors should request a Certificate of Good Standing from the subcontractor before making final settlement of the contract.

If you have any further questions or concerns, please contact our office at 307-777-6763.

Sincerely,

Office Support Specialist
Division of Workers' Compensation



GWM0000001

ARATCLIFF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

PRODUCER License # 6024 HUB International Mountain States Limited PO Box 819 Gillette, WY 82717	CONTACT NAME Amy Ratcliff PHONE (A/C, No, Ext): (307) 233-8317 FAX (A/C, No): (307) 265-3092 E-MAIL amy.ratcliff@hubinternational.com
INSURED G W Mechanical Inc. PO Box 2392 Mills, WY 82644	INSURER(S) AFFORDING COVERAGE INSURER A : The Phoenix Insurance Company 25623 INSURER B : Travelers Property Casualty Company of America 25674 INSURER C : Homeland Insurance Company of New York 34452 INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			DT-CO-3Y820708-PHX-25	8/15/2025	8/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 STOP GAP WY \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			810-3Y823667-25-26-G	8/15/2025	8/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-3Y885541-25-26	8/15/2025	8/15/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Pollution Liability			793-01-42-03-0000	7/23/2025	8/15/2026	Occurrence 1,000,000
C	Pollution Liability			793-01-42-03-0000	7/23/2025	8/15/2026	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Laramie County
REF: 2020 Carey Avenue Project
PO Box 608
Cheyenne, WY 82003

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Mark Gordon
Governor

State of Wyoming
Department of Workforce Services

Unemployment Tax
P.O. Box 2760
Casper, WY 82602 2760
Phone 307-235-3217
Fax 307-235-3278
<https://dws.wyo.gov>



Elizabeth Gagen, J.D
Director

LARAMIE COUNTY GOVERNMENT

P.O. BOX 608
CHEYENNE, WY 82003

UNEMPLOYMENT INSURANCE CERTIFICATE OF GOOD STANDING

CERTIFICATE

NUMBER: 217228
ONLY VALID AS ISSUED TO: LARAMIE COUNTY GOVERNMENT
EFFECTIVE DATE: 9/23/2025
EXPIRATION DATE: 9/23/2026

PROJECT: 2020 Carey Ave Sump Pumps

A review of the Division files indicates that G W MECHANICAL INC is in compliance with the Wyoming Unemployment Insurance requirements as of the effective date shown above.

This certificate holds you, the recipient, harmless for unpaid Unemployment Insurance debt owed by the certified company during the period set forth above. If you continue to use G W MECHANICAL INC after the expiration date of this certificate, you may be held liable for their unpaid Unemployment Insurance debt pursuant to Wyoming Statute 27-3-502(f).

G W MECHANICAL INC
PO BOX 2392
MILLS, WY 82644-2392