

**ADDENDUM TO EMERGENCY 2022 INSPECTION & CLEANING TANK
MAINTENANCE PROJECT
BETWEEN
LARAMIE COUNTY, WY AND MIDCO DIVING & MARINE SERVICES**

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Midco Diving & Marine Services, Inc., PO Box 513, Rapid City, SD 57709 ("CONTRACTOR").

I. PURPOSE

The purpose of this Addendum is to modify the "2022 Inspection & Cleaning Tank Maintenance Project," attached hereto as Attachment 'A' and fully incorporated herein. (hereinafter "Agreement").

II. MODIFICATIONS

1. The following language from Page 2 of the Agreement is hereby modified with the following language stricken and added:

~~Any contract that is not fulfilled will be subject to a cancellation fee. Terms are net 10~~
60 days from completed site work.

III. ADDITIONAL PROVISIONS

1. 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.

2. Entire Agreement: The Agreement (2 pages) and Addendum (4 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. 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.

6. 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 COUNTY's governmental immunity as provided in this Agreement and Addendum.

7. 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.

8. 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.

9. 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 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 this Agreement and Addendum.

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

11. 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.

12. Force Majeure: Neither party shall be liable to perform under this Agreement and 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.

13. 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 affected 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.

14. 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.

15. 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.

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

Signature Page to Follow

ADDENDUM TO EMERGENCY 2022 INSPECTION & CLEANING TANK
MAINTENANCE PROJECT
BETWEEN
LARAMIE COUNTY, WY AND MIDCO DIVING & MARINE SERVICES

Signature Page

LARAMIE COUNTY, WYOMING

By: _____
Chairman, Laramie County Commissioners

Date _____

ATTEST:

By: _____
Laramie County Clerk

Date _____

Midco Diving & Marine Services, Inc.

By: _____
Authorized Signature

Date 6/15/22

REVIEWED AND APPROVED AS TO FORM ONLY

By: _____
Laramie County Attorney's Office

Date 6/15/22

MIDCO

DIVING & MARINE SERVICES

Laramie County Public Works
Attn: Shad Yenglin
13797 Prairie Center Circle
Cheyenne, WY 82009

June 8, 2022

RE: EMERGENCY 2022 Inspection & Cleaning Tank Maintenance Project

Thank you for considering Midco Diving & Marine Services, Inc. – a proud member and supporter of Wyoming Association of Rural Water Systems (WARWS). We are pleased to provide the following proposal to perform the scope of work outlined below.

All diving operations are fully insured for "Commercial Diving Operations" including: General Liability, Workman's Compensation, Hull Machinery, Protection and Indemnity, Pollution Liability, Maritime Employers Liability, Contractor's Pollution, Automotive Liability, U.S.L.H. and Umbrella/Excess Liability/Bumbershoot. **Verifiable Certificates of Insurance with Current Limits** are available upon request.

Midco Diving & Marine Services, Inc. is in full compliance with OSHA 29 CFR 1910, Subpart T - Commercial Diving Operations regulations. OSHA specifies that the minimum acceptable dive crew size is three qualified divers. Not all firms comply with this mandate and continue to use two-person dive crews or unqualified personnel; please be aware of these safety concerns when evaluating our proposal.

Current diver and equipment certifications will be available on site for review:

Diver training – from accredited commercial dive school (each dive team member)

Current First Aid/CPR training (each dive team member)

Annual medical examination determining diver is fit to perform assigned tasks (each dive team member)

Air purity test for breathing air source(s) – tested every 6 months

Breathing gas supply hoses – tested at least annually to 1.5 times their working pressure

Depth gauges – calibrated every 6 months

TANK DESCRIPTION(S)

Tank	Capacity	Dimensions	Type
Archer Tower	500K Gallons	150' Height x 38' Diameter	Unique Steel Bolted Composite Tank

TARGET COMPLETION DATE RANGE IS JUNE 27-JULY 1, 2022

Inspection

A diver inspection with a live video recording, will be transferred to a flash drive or DVD documenting our findings in each tank(s). Inspection procedures include, but are not limited to:

- Inlet / Outlet
- Overflow
- Roof and Roof Hatch
- Walls and Floors
- Baffles / Support Walls
- Interior Ladders
- Roof Vents
- Exterior Ladder & Rails
- Sumps
- Internal Plumbing
- Joints and Seams
- Interior Coatings
- Exterior Coatings
- Telemetry
- Sediment Depths

Cleaning

Midco will remove up to three inches (3") of accumulated material from the storage tank floor using underwater vacuum procedures as needed. Material(s) that cannot be removed by normal vacuum procedures or material(s) in excess of three inches (3") will be removed for an **additional charge** with an estimated price given on site. Material(s) such as sand, gravel and concrete are considered debris and will be removed by hand at an **additional charge**. All discharged materials, including water, are the responsibility of the Client, Owner or Owners Representative unless prior arrangements are made.

Potable Water Operations – All Midco divers and associated in tank equipment are fully disinfected in accordance with ANSI/AWWA Standard C652-11. All system entries will be conducted in accordance with applicable OSHA regulations pertaining to Diving & Confined Space; including 1910.401 – 1910.441. Specialty equipment may include but is not limited to; appropriate OSHA climbing and personal fall protection, AWWA and ADCI approved commercial diving equipment as it relates to in-service potable water operations.



800.479.1558 (P)
800.238.0217 (F)
www.midcodiving.com
info@midcodiving.com
PO Box 513, Rapid City, SD. 57709 – 605.791.3030



MIDCO

DIVING & MARINE SERVICES

Cleaning & Inspection Pricing (Including Inspection Video) \$3,818.00

Additional Services

- ☐ EPA or State Report \$225.00 Each
☒ Full Written Report with EPA or State Report \$350.00 Each
☐ No Report(s) Requested

Pricing above does not include Local, State or Franchise Taxes – if any.

This proposal, when executed by both parties, shall constitute a binding agreement between the parties. The persons signing on behalf of the Client, Owner or Owners Representative and Midco hereby represents and certifies that they are fully empowered to bind the respective parties to this contract. Any contract that is not fulfilled will be subject to a cancellation fee. **Terms are net 10 days from completed on site work;** interest accrues at 1.5% monthly on any unpaid balance. Any fees required to obtain a city business license or any additional permits will be added to the final invoice at the current city rate plus appropriate markup. Please note the above pricing **does not include;** contract review, comprehensive dive plans, additional insurance requirements, third party vendor verification site requirements and/or any repair work unless stated with the above pricing. This proposal is valid for thirty (30) days from receipt.

To Expedite your project please be aware of the following:

- The tank(s) must be full to overflow and in-service prior to the crews' arrival.
- Access into the reservoirs must be sufficient for safe diver entry and exit. A minimum hatch size of 24", no hatch obstructions, and unobstructed road access to the tank.
- Working with our scheduling department to complete the project in a timely and proficient manner, which may require weekend and/or holiday access.
- It will be the responsibility of the Client, Owner, or Owner Representative to notify antenna operator and/or owners prior to crews' arrival for proper lockout of all antennas, RF devices (Radio Frequency Antennas) and EME sources (Electromagnetic Energy) that may interfere with Midco team safety and access to the water reservoirs.

This quote has been prepared exclusively for your firm using information you provided. Incorrect or inaccurate information used for estimate purposes that delays progress may influence your final price. Interruptions in the work progression, not in control of Midco Diving & Marine Services, Inc., such as, weather or other delays may also affect your final pricing. If Midco Diving & Marine Services, Inc is unable to complete the work as described above due to lack of weekend and/or holiday access, tank access, water levels, safety issues, etc. a nominal trip charge and/or standby fee will be added. The contents of this quotation are considered confidential and are not to be divulged to third parties. Please note, it is the Client, Owner or Owner Representative's responsibility to test and maintain for water quality.

All Midco Diving quotes are subject to availability of personnel and equipment. Upon approval, please sign return by fax, email or mail to Midco Diving & Marine Services, Inc.

Laramie County Public Works
 13797 Prairie Center Circle
 Cheyenne, WY 82009

*I have read, understand and agree
 to the terms of this proposal:*

By: _____

Title: _____

Date: _____

Midco Diving & Marine Services, Inc.
 PO Box 513
 Rapid City, SD. 57709
 P: (800) 479-1558
 F: (800) 238-0217

By: *Kelly Doak*

Title: Regional Manager

Date: June 8, 2022



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