

## **Laramie County/Inland Potable Services, Inc.**

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Inland Potable Services, Inc., 16297 E. Crestline Lane, Centennial, Colorado 80015 ("CONTRACTOR").

### **I. PURPOSE**

The purpose of this Addendum is to modify the "Diving Services for Potable Water Tank Cleaning and Inspection," attached hereto as Attachment 'A' and fully incorporated herein. (hereinafter "Agreement").

### **II. MODIFICATIONS**

1. The Section entitled "Payment terms" is hereby modified as follows: the term "Net 30 Days" is hereby stricken and of no meaning or effect and replaced with the term "Net 40 Days."

### **III. ADDITIONAL PROVISIONS**

1. 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.

2. 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.

3. 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.

4. 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.

*Signature Page to Follow*

**Laramie County/Inland Potable Services, Inc.  
Signature Page**


LARAMIE COUNTY, WYOMING

By: \_\_\_\_\_ Date \_\_\_\_\_  
Chairman, Laramie County Commissioners

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Laramie County Clerk

Inland Potable Services, Inc.

By:  Date 1/6/2022  
Authorized Signature

REVIEWED AND APPROVED AS TO FORM ONLY

By:  Date 1/12/22  
Laramie County Attorney's Office



16297 E. Crestline Lane  
Centennial, Colorado 80015  
Office Phone: 303-400-4220  
Toll Free: 1-844-372-2956  
Office Fax: 303-400-4215  
Email: paul@inlandpotableservices.com

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

Date: 12/20/2021  
Phone: 307-365-7625  
jpoelma@laramiecounty.com

### **Diving Services for Potable Water Tank Cleaning and Inspection**

Tanks	Tank Description	Additional Information	Scope of Work Includes
1	504KG Aqua Store Elevated Tank 48' Dia x 39' Dp	All Discharge water does not require de-chlorination.  All Discharge water and sediment may be released onto the ground.	<b><u>Clean and inspect.</u></b>  Up to three (3) inches of sediment removal from the tank floor.  Visual inspection of the interior and exterior of the tank.  Written report with photos. and a DVD of the dive.
<b><u>Proposal Total: \$2,875.00</u></b>			
Proposals signed and returned to Inland Potable Services are valid for one year from date of acceptance.			

**Payment terms:** 1% Ten Days, Net 30 Days. 1.5% interest will be charged on all accounts past 30 days.

This contract is based on a total price which includes time and mobilization to and from the project site, set-up and breakdown of equipment, and the preparation for the dive and diving services. Diving services will include sediment removal up to 3 inches from the floor, a video inspection and written report for your records (still photos included). During the initial dive, sediment depths will be measured by the diver and documented on video.

**If removal of sediment of an abnormal consistency (clay, calcium, rocks, pebbles, mud, etc.), additional sediment removal (over 3 inches from the floor), wall cleaning or epoxy repairs is requested and approved by designated on-site representative, each of these services will be performed at a rate of \$369.00 per hour.**

Inland Potable Services, Inc. will provide all personnel and equipment necessary to provide diving services in the above referenced tank(s) or reservoir(s). We will provide your utility with a written report as well as a narrated color video for the services performed. The tank(s) or reservoir(s) will be inspected according to American Water Works Association (AWWA), NACE, SSPC, ASNT, ACI and AWS standards.

- All divers employed by Inland Potable Services are certified Commercial Divers.
- Inland Potable Services is fully bondable and insured.
- All equipment entering the tanks will be disinfected with a minimum of 200 ppm Chlorine.
- Schedule dates are tentative and are subject to change.
- If Inland Potable Services dive team is required to stop working or is delayed working due to unforeseen circumstances or any reasons beyond our control (i.e. no utility personnel onsite, inability to access designated work site, low water level, etc.) a down-time charge of \$369.00 per hour will be charged.

- A fee based on \$369.00 per hour will be charged if we are unable to get our truck and trailer to a tank location. We will use portable dive gear and cleaning equipment to complete the job. Please understand that use of utility vehicles or equipment may be necessary to get our equipment to a tank.
- Inland Potable Services makes every attempt to obtain complete information from customers prior to the presentation of bids concerning fees required for municipal licenses, registration fees, Sales Tax or Use Taxes in your area. These items are identified on your contract. In the event that additional fees are discovered or charged, after the bid has been submitted, these charges will be added to the stated contract amount when billed.

**Paul Click, Regional Account Manager**

**Date: December 20, 2021**

### **Important Information**

**Hatch Size** - The entry hatch on top of the tank must be at least 20 inches in diameter or square with no obstructions that would prevent entry. A futile trip charge of \$500.00 will be levied if the team is unable to enter the tank due to the hatch size being too small or objects are blocking the entry.

**Water Level** – Please understand, the water level within the tank must be within ten (10) feet or less of the hatch opening prior to the dive team's arrival. If the air gap is more than 10 feet, a fee of \$369.00 per hour will be charged until the water reaches the appropriate level.

**Tank Information** – Please verify the type of tank, dimensions or information listed in the proposal is accurate. If the tank dimensions or information is not accurate as listed then additional costs may be added.

**Fuel Surcharge** - Effective January 1, 2021 a fuel surcharge of \$25.00 per day will be added to this contract, if the price of diesel fuel exceeds \$4.00 per gallon on the date of the contract completion.

**Completion Date** – With acceptance this work will be completed at a mutually acceptable date within one year. If money budgeted for this work must be used by a specific date, please indicate the date on this line and every attempt will be made to meet the given date: \_\_\_\_\_

**Option** – If a hatch gasket (\$75), a #24 mesh vent screen (\$75) and/or a lock for the hatch (\$25) is needed, would you like the dive team to install while on-site? **Yes** \_\_\_\_ **No** \_\_\_\_

**To accept**, please sign and date the proposal. Please fax both pages to 303-400-4215 or scan and email them to me at [paul@inlandpotableservices.com](mailto:paul@inlandpotableservices.com).

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_