

ADDENDUM TO LARAMIE COUNTY WATER TREATMENT AGREEMENT
Between
LARAMIE COUNTY AND MILE HI WATER TEC, INC.

THIS ADDENDUM is made and entered into by and between the Laramie County, P. O. Box 608, Cheyenne, Wyoming 82003, Wyoming 82009 ("COUNTY") and VADA, Inc, dba Mile Hi Water Tec, Inc., 2707 S. Richfield St., Aurora, CO 80013 ("MHWTEC") (COUNTY and MHWTEC collectively known as "Parties" herein.) The Parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify the Laramie County Water Treatment Agreement, dated December 7, 2024 (hereinafter "Agreement"), attached and incorporated herein as "**Attachment A.**" The Agreement is for MHWTEC to provide recurring service and essential equipment for Water Treatment at the following Laramie County Facilities: Courthouse, 309 W 20th St, Cheyenne, WY 82001 and 310 W 19th St, Cheyenne, WY 82001, Library: 2200 Pioneer Ave., Cheyenne, WY 82001, Coroner/Planning: 3964 Archer Pkwy, Cheyenne, WY 82007, Public Works, 13797 Prairie Center Cir., Cheyenne, WY 82009, and Shooting Sports, 13802 Bullseye Blvd., Cheyenne, WY 82009. For purposes of reference and interchangeability: "ARCHER" collectively refers to Coroner/Planning, Public Works, and Shooting Sports.

II. TERM

This Addendum 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 for one (1) year or until the Agreement and Addendum are terminated as provided herein.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall pay MHWTEC for recurring services including service scope, treatment chemistries, and start up at the facilities listed for thirty-four thousand five hundred sixty-eight dollars (\$34,568.00) for one (1) year, and a one-time equipment replacement for eight thousand one hundred eighty-nine (\$8,189.00), for a total of forty-two thousand seven hundred fifty-seven dollars (\$42,757.00) as detailed in "**Attachment A.**"

IV. RESPONSIBILITIES OF MHWTEC

MHWTEC shall provide and complete the services as fully described in "**Attachment A.**"

V. MODIFICATIONS

1. Term 1, "Payment terms net 30 days on delivery" is **removed** in its entirety as payment terms in this Addendum control.

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 MHWTEC are those of an independent contractor and not as an employee of the COUNTY. MHWTEC is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. MHWTEC 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. MHWTEC is free to perform the same or similar services for others.

2. Entire Agreement: The Agreement (7 pages) and this Addendum (5 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. 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.

8. 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.

9. 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.

10. 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 this Agreement and Addendum.

11. 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.

12. Indemnification: To the fullest extent permitted by law, MHWTEC agrees to indemnify and hold harmless the 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 MHWTEC for the COUNTY. MHWTEC 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 MHWTEC affirm, to their knowledge, no MHWTEC employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of MHWTEC, 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.

15. 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.

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 MHWTEC, the Agreement may be terminated by the COUNTY at the end of the period for which funds are available. The COUNTY shall notify MHWTEC 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 this Agreement in order to acquire similar services from another party.

17. 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.

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. Assertion of Agency, Personal Guarantee: By signing below, for MHWTEC, the individual (hereinafter "signor") asserts they have authority to bind MHWTEC to this agreement and that the asserted entity is not defunct or dissolved. If the Company for MHWTEC 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 MHWTEC to the COUNTY under this agreement and further agrees to be jointly and severally liable for any damages, including attorney's fees and other legal costs and expenses, caused to the COUNTY by any breach of this agreement.

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

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Between
LARAMIE COUNTY AND MILE HI WATER TEC, INC.

SIGNATURE PAGE

LARAMIE COUNTY

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

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

MILE HI WATER TEC, INC.

By: Mark Corrigan Date 5-7-25

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: Karl Lee Date 6/4/25
Laramie County Attorney's Office

May 8, 2025



LARAMIE COUNTY WATER TREATMENT

Re: Laramie County Facilities

(Courthouse, Library, Coroner/Planning, Public Works, Shooting Sports)

Attn: Jerry Pribble [307-633-4388] | jpribble@laramiecounty.com

Mile Hi Water Tec, Inc. is pleased to provide the following proposal for water treatment products and service. For answers to any questions concerning the proposal, pricing, or for any changes to better suit your needs please contact Max Molden at 720-323-2049.

EXPERIENCE

With over 60 years of water treatment experience and a thorough understanding of elements required for operational success, our experience and abilities include troubleshooting and problem solving in all aspects of industrial *water-cooling tower* and *steam boiler* systems.

Throughout our combined tenure we have overseen water treatment operations at a variety of facilities including, but not limited to, Xcel Energy (Denver, CO), Woodward Inc. (Fort Collins, CO), Xanterra Hospitality (Yellowstone, WY) and we continually work with larger commercial property owners and managers such as Cushman & Wakefield (Denver, CO), Newmark (Denver, CO), and U.S. GSA associated facilities.

Expectations by all involved parties is crucial to the successful treatment and operation of building water systems and capital equipment. We urge you to contact us if there are any features or functions expected which are not covered here.

Respectfully submitted,

Max Molden

Account Manager

720-323-2049 MOBILE

mmolden.mhwttec@gmail.com

Mark Corrigan

President

303-489-5015 MOBILE

mhwt53@gmail.com

CURRENT CONDITIONS

1) COURTHOUSE

- a) Cooling Tower
 - i) Water meter for system makeup is not functioning, needs replaced [*May need plumber installation*]
 - ii) Microbicide pumps are older, may need replacement soon (budget)

2) LIBRARY

- a) Cooling Tower
 - i) Treatment equipment sample stream (piping panel) in need of replacement [*Will need plumber installation*]
 - ii) Inhibitor pump dosing volume spec is too high for concentrated treatment, replacement pump recommended

3) ARCHER – PLANNING/CORONER

- a) Cooling Tower
 - i) Sample stream unable to function with high level of debris the system experiences, replace flow switch and blowdown valves with alternative types that can handle high debris water better [*Will need plumber installation*]
- b) Closed Loops
 - i) Filters can be installed on treatment pot-feeders, filter housing required to do so and may require piping alteration on the feeders here

4) ARCHER – PUBLIC WORKS

- a) Cooling Tower
 - i) Same issue as planning/coroner, replace flow switch and blowdown valve with alternative style [*Will need plumber installation*]
- b) Closed Loops
 - i) Filters can be installed on treatment pot-feeders, filter housing required to do so, plumbing of pot-feeders at this location was correct for feeder install
 - ii) Pot-feeders have a check valve installed downstream of the feeder drain off which prevents draining of the unit when operating, re-locate these upstream of the drain valve [*Will need plumber installation*]

SCOPE OF WORK

Treatment chemistries designed to:

- Reduce deposit formation and corrosion rates with treatment chemistries tailored to each system treated
- Control/manage detrimental microbial activity in cooling tower waters with the use of two biocides, one oxidizer and one non-oxidizer, fed on alternating schedules to improve efficacy
- Treatment chemistries adherent to local use and discharge regulations

Recurring service consisting of:

- Service visit frequency:
 - 1x per month for cooling tower systems
 - 1x per quarter for closed recirculation systems (*note*: some loops may be checked more frequently)
- System water(s) testing; including treatment residuals and tracers; other key performance indicators such as aerobic microbial dip-slides and corrosion coupon analysis
- Off-site remote monitoring of equipment readings (applicable equipment)
- Treatment delivery and handling to point of use and secondary storage
- Treatment additions and feed tank management
- Treatment equipment - inspection and in-field repairs (excluding electrical and plumbing work)
- Communications and consultation with facility engineers to keep both parties current on system conditions, operations, and improvement opportunities
 - Recommendations based on findings / outstanding concerns
 - Electronically communicated and documented reporting

Non-scope services (upon written request):

- Full analytical laboratory specialized in non-potable industrial water systems
- Laboratory corrosion coupon analysis for systems with necessary equipment
- New system cleaning and preparation, excluding galvanized passivation
- Chemical treatment for system lay-ups and system start-ups

EQUIPMENT

- Equipment installation requiring plumbing, electrical, or infrastructure modification are *not covered* under this proposal.
- Mile Hi Water Tec does not directly provide plumbing, electrical, or infrastructure modification services related to the installation of treatment equipment.

Courthouse

Water Meter	Brand: Advantage Controls Description: ¾" Water Meter, Brass, Union couplings, Contacting head (10gal /contact)	Qty: 1 Price: \$187.00
Pump (Oxidizer)	Brand: SEKO Description: Tenaka Analog Degassing FPM Pump, 26.4 GPD, 170 PSI, 36 GPD, 110 PSI, 100-240VAC, 3/8" TUBE	Qty: 1 Price: \$706.00
Pump (Non-Oxidizer)	Brand: SEKO Description: Tenaka Analog Pump, 2.4 GPD, 290 PSI, 7.2 GPD, 145 PSI, 100-240VAC, 3/8" TUBE, FPM	Qty: 1 Price: \$741.00

Total: \$1,634.00 (See Pricing Page)

Library

Controller + Treatment Panel	Brand: Advantage Controls Description: Controller and sample stream assembly, pre-fabricated on 1/2" poly panel. Includes injection tees, tees for sensors, paddle flow switch, conductivity/temperature probe, feed relay timers.	Qty: 2
		Price:
		\$2,904.00
Pump (for Inhibitor)	Brand: SEKO Description: Tenaka Analog Pump, 2.4 GPD. 290 PSI, 4.8 GPD, 232 PSI, 100-240VAC, 3/8" TUBE, EPDM	Qty: 1
		Price:
		\$741.00

Total: \$3,645.00 (See Pricing Page)

Planning/Coroner (ARCHER)

Flow Switch (Paddle)	Brand: Advantage Controls Description: Paddle type flow switch with 1" PVC tee (no reducers)	Qty: 1
		Price:
		\$239.00
Blowdown Valve (Ball)	Brand: Advantage Controls Description: 3/4" 95-240VAC Motorized Ball Valve, Capacitor Return, with US Power Cord	Qty: 1
		Price:
		\$256.00
Filter Housing (2x Loops)	Brand: Vector Description: 5 gallon filter unit rated at 250°F (121°C) max operating temperature	Qty: 2
		Price/ea:
		\$480.00

Total: \$1,455.00 (See Pricing Page)

Public Works (ARCHER)

Flow Switch (Paddle)	Brand: Advantage Controls	Qty: 1
	Description: Paddle type flow switch with 1" PVC tee (no reducers)	Price: \$239.00
Blowdown Valve (Ball)	Brand: Advantage Controls	Qty: 1
	Description: 3/4" 95-240VAC Motorized Ball Valve, Capacitor Return, with US Power Cord	Price: \$256.00
Filter Housing (2x Loops)	Brand: Vector	Qty: 2
	Description: 5 gallon filter unit rated at 250°F (121°C) max operating temperature	Price/ea: \$480.00

Total: \$1,455.00 (See Pricing Page)

PRICING SUMMARY

SCOPE ITEMS (Recurring Service):

Includes: Courthouse, Library, and ARCHER (Planning/Coroner, Public Works, Shooting Sports)

Service Scope, Treatment Chemistries, Start-up: ----- \$34,568.00/year

EQUIPMENT:

Courthouse: ----- \$1,634.00

Library: ----- \$3,645.00

Planning/Coroner (ARCHER): ----- \$1,455.00

Public Works (ARCHER): ----- \$1,455.00

Equipment Total: \$8,189.00

⚠ *All equipment and chemical cost estimates based on May 2025 pricing*

⚠ *Treatment chemistry pricing does not include propylene glycol, ethylene glycol, or similar commodity freeze protection fluids*

TERMS

- 1) Payment terms net 30 days on delivery.
 - 2) Price subject to all applicable sales and/or use tax.
-