

ADDENDUM
to
CONTRACT TO UPGRADE CORONER OFFICE HVAC
Between
LARAMIE COUNTY AND CLIMATE CONTROL, LLC

THIS ADDENDUM is made and entered into by and between the Laramie County, P. O. Box 608, Cheyenne, Wyoming 82003, Wyoming 82009 ("COUNTY") and Climate Control, LLC, 1411 E. Allison Road, Cheyenne, WY 82007 ("CONTRACTOR") (COUNTY and CONTRACTOR collectively known as "Parties" herein.) The Parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify the "Coroner Office HVAC Upgrade" (hereinafter "Agreement"), attached and incorporated herein as "**Attachment A.**" The Agreement is for CONTRACTOR to upgrade an HVAC system at 3964 Archer Pkwy, Cheyenne, WY 82007 for the benefit of COUNTY. The Agreement comprises of a quote dated May 1, 2025 of one (1) page. For purposes of reference and interchangeability: CONTRACTOR is referred to as "Climate Control Heating and Air Conditioning" in the Agreement and COUNTY is referred to as "Coroner" in the Agreement.

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

III. RESPONSIBILITIES OF COUNTY

COUNTY shall pay CONTRACTOR four-hundred-nine-thousand two-hundred ninety-five dollars (\$409,295.00) for the services detailed in "Attachment A."

IV. RESPONSIBILITIES OF CONTRACTOR

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

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. 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 and Hold Harmless provisions in the Agreement: Each Party to this Addendum shall assume the risk of any liability arising from its own conduct. In no event shall such liability exceed in value the fees for services paid by CONTRACTOR to COUNTY pursuant to this Addendum. Neither party agrees to insure, defend, or indemnify the other. Notwithstanding the foregoing, CONTRACTOR shall carry insurance and bonding sufficient to cover its obligation and provide COUNTY with proof of such insurance upon request. In each instance an Agreement refers to indemnification or "hold harmless", this provision shall control.

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 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 CONTRACTOR, the Agreement 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 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. Insurance: CONTRACTOR shall carry liability and workers' compensation insurance sufficient to cover its obligations under this Agreement, Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- a. **Minimum Limits of Liability Coverage:** Liability insurance shall be Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 or equivalent covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$1,000,000** per occurrence with a **\$2,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the contractor.
- b. **Primary and Non-Contributory:** For any claims related to this contract, the **Contractor's insurance coverage shall be primary insurance** as respects the County, its officers, officials, employees, and volunteers. Any insurance of self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. **Waiver of Subrogation:** Contractor hereby grants to COUNTY a **waiver of any right to subrogation** which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

- d. **Additional Named** The County, its officers, officials, employees and volunteers are to be covered as **additional insured's** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. **Additional Named status shall be reflected on any certificate of insurance** and/or Contractor will provide the County with a copy of the appropriate endorsement to the policy reflecting the additional named status.

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.

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

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to
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Between
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SIGNATURE PAGE

LARAMIE COUNTY

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

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: CLIMATE CONTROL, LLC

By: _____ Date _____

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____
Laramie County Attorney's Office

Date 6-13-25



Attention: Rebecca Reid
 Company: Laramie County
 Project: Coroner Office HVAC Upgrade
 Address: 3964 Archer Parkway
 City & State: Cheyenne, WY
 Date: 05.01.2025
 Date of Plans: Site Visit

Including Addenda #

This quote is valid for: 30 days

Inclusions:	Amount
Existing evaporative cooled energy recovery unit is to be removed.	
Provide new dx cooled energy recover unit in place of the removed unit.	
Provide and install new dx cooled variable speed fan coil unit (FCU) to serve office area of the space.	
Fabricate and install all required ductwork for new FCU to connect to existing supply and return for office area.	
Provide and install new louver in south wall of sally port for outside ventilation air for new fan coil	
Disconnect ductwork from AHU-1a currently serving Coroner and Planning and Development.	
Coroner will be on its own separate unit as noted above	
Provide all required plumbing for heating water and chilled water modifications for new equipment.	
Provide all electrical required to support new equipment.	
Provide all test and balance by NEBB Certified contractor	
Provide all temperature controls by Precision Automation	
Fabricate and install sheet metal to permanently close existing relief air.	
Includes all necessary permits for work.	
Provide stamped and signed mechanical plans by Professional Engineer licensed in WY	
	\$ 409,295

Exclusions:
 This price does not include any painting, patching, remodel or any other item not specifically mentioned above or as follows.

Bond Quick-ship prices on any equipment or GRD's
 Prevailing wage rates

Signed
 Gabriel Herrera, PE

Rebecca Reid 5/19/25
Please proceed.

5/1/2025

5:40 PM