

ADDENDUM TO HVAC FULL-SERVICE AGREEMENT
Between
LARAMIE COUNTY AND AMERI-TECH HVAC SERVICES 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 Ameri-Tech HVAC Services Inc., 2416 2502 Ridge Road, Cheyenne, WY 82001 ("CONTRACTOR") (COUNTY and CONTRACTOR collectively known as "Parties" herein.) The Parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify two HVAC Full-Service agreements titled "Full-Service Pricing and Acceptance" and its attachment for Standard Exclusions of Coverage (hereinafter "Agreement"), attached and incorporated herein as **Attachment A**. The Agreement is for CONTRACTOR to service HVAC on the behalf of COUNTY at the Laramie County Sheriff's Department, 1910 Pioneer Ave., Cheyenne, WY 82001 and the Juvenile Services Center, 13794 Prairie Center Cir, Cheyenne, WY 82009. The Agreement comprises of two Full-Service Pricing sheets (2 page), Standard Exclusions from Coverage (1 page) for a total of three (3) pages. For purposes of reference and interchangeability: CONTRACTOR is referred to as "Company" in the Agreement and COUNTY is referred to as "Customer" in the Agreement. The "list of equipment" referenced in Agreement, is **Exhibit B** of this Addendum. There is no separate "list of equipment" that is applicable to the Parties outside the Agreement and this Addendum.

II. TERM

This Addendum and Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Addendum and shall remain in full force and effect until this Agreement and Addendum are completely performed or are terminated as provided herein.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall pay CONTRACTOR ninety-five thousand and eight hundred dollars (\$95,800.00), \$23,950.00 per quarter, for the services at Laramie County Sheriff's Department, detailed in **Attachment A**.

COUNTY shall pay CONTRACTOR twenty-six thousand and six hundred and forty dollars (\$26,640.00), \$6,660.00 per quarter, for the services at the Juvenile Services Center, detailed in **Attachment A**.

IV. RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall provide and complete the services as fully described in "Attachment A" and servicing the equipment listed in **Exhibit B** of this Addendum.

V. MODIFICATIONS

1. Paragraph 4 of Full-Service Pricing (on each of the first two pages, of Agreement), commencing: "This agreement is effective from April 1, 2024....written notice.", no. 4 of the Estimate Cover Sheet is hereby **removed**, as both the term 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 (3 pages, includes 1 page for as an attachment outlining Standard Exclusions from Coverage) and this Addendum (9 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. This Agreement will terminate automatically after one year of its effective date, unless renewed by the parties by a separate Agreement and Addendum.

6. Option: The parties agree that this contract can be automatically extended each July during the Sheriff's current term (plus 30 days) and that CONTRACTOR agrees to not increase the cost of services in this Agreement and Addendum by more than 3% per fiscal year.

7. 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.

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 this Agreement and Addendum.

12. 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.

13. Indemnification: To the fullest extent permitted by law, CONTRACTOR 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 CONTRACTOR for the 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 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 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 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. Insurance: The CONTRACTOR shall obtain insurance consistent with industry standards, and provide certificates and policies, to the COUNTY's satisfaction and subject to requirements substantially similar to those set out in **Exhibit A**, Insurance Requirements, which is attached and incorporated herein by reference.

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

ADDENDUM TO HVAC FULL-SERVICE AGREEMENT
Between
LARAMIE COUNTY AND AMERI-TECH HVAC SERVICES INC.

SIGNATURE PAGE

LARAMIE COUNTY

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

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: AMERI-TECH HVAC SERVICES INC

By:  _____ Date 7-18-2024

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 7/18/24
Laramie County Attorney's Office

Exhibit A: Insurance Requirements

Insurance Requirements for CONTRACTOR

CONTRACTORS WITH BUSINESSES INSURANCE (Own a business):

- **Commercial General Liability** (equivalent ISO CG 00 01) on "occurrence" form including products and completed operations with limit of **\$1,000,000 per occurrence** and **\$2,000,000 general aggregate**.
- **Business Auto Liability** (equivalent ISA CA 00 01) including hired and non-owned with limit of **\$1,000,000 per occurrence**.
- **Workers Compensation** per statutory requirement
- **Employer's Liability** with limit of **\$1,000,000 for each accident**, disease/employee, and disease/policy limit.
- **Endorsements:**
CONTRACTOR shall name Laramie County and its officers, officials, employees, and volunteers as Additional Insured, including liability for work by or on behalf of CONTRACTOR and the materials involved. CONTRACTOR'S insurance agrees to waive right of subrogation against Laramie County.
- **Provisions:**
CONTRACTOR'S insurance shall be primary and Laramie County's insurance is non-contributory.

CONTRACTOR shall obtain Laramie County's approval if CONTRACTOR'S insurance has: \$25,000 SIR/deductible; "claims-made", not "occurrence" form; or A.M. Best rating of B+:VI; or CONTRACTOR incurs a material increase hazard.

Exhibit B: List of Covered Laramie County HVAC Equipment

It is the intent of this list of equipment to cover all HVAC equipment along with associated controls throughout the facility

Laramie County HVAC Equipment

Boiler Room

- (3) Aerco Air Hot water Heaters
- (3) Riello Hot Water Boilers
- (3) Taco Hot Water Circulating Pumps
- (1) Trane MUA Unit
- (1) Daikin Air Handling Unit
- (1) Daikin Make-Up Air Unit
- (6) Domestic Taco Hot Water Circulating Pumps
- (1) Domestic Hot Water Back-up Pump

****All HVAC equipment Control devices though not necessarily listed are covered

South Penthouse

- (1) Venmar Air handling Unit/With all controls and associated HVAC Controls (3) Taco Chilled Water Pumps
- (1) Metasys Temperature Control Panel

North Penthouse

- (1) Ven mar Air handling Unit/With all controls and associated HVAC Controls (1) Metasys Temperature Control Panel

Roof Mounted Equipment

- (1) Daikin Air Handling Unit & all associated HVAC Controls and Starters
- (1) Daikin Air Cooled Chiller & Associated HVAC Controls
- (15) Miscellaneous Exhaust Fans throughout the Facility

6th Floor Mechanical Room

- (2) Daikin Air Handling Units & All HVAC Controls
- (4) Taco Hot & Chilled Water Pumps & Associated Control Valves
- (2)Metasys Control Panels & Associated controllers
- (2) Trane air Handling units and associated controls
- (1)ERV Ahu Unit

Laundry Room Rtu

- (1)Trane 3 Ton Roof Top Unit & Associated Controls

Main Office Areas Through Out The Facility

- (2)Mitsubishi Split A/C Systems (Control Room)

(64) Variable Air Volume Controllers (Approximate)

Juvenile Services Center HVAC Equipment

- (1) NCE DDC JCI Network Controller
- (1) NAE-45 DDC Network Controller
- (8) FEC Metasys DDC Controllers w/associated devices
- (20) VMA DDC Controllers w/associated thermostats
- (20) VAV Boxes (Variable Air Volume)
- (4) TEC Thermostats w/associated devices
- (1) Ahu #1 (McQuay & associated VFD/devices)
- 8: (1) Ahu #2 (McQuay & associated VFD/devices)
- (1) Ahu #3 (McQuay & associated VFD/devices)
- (1) Ahu #4 (McQuay & associated VFD/devices)
- (1) Ahu #5 (McQuay & associated VFD/devices)
- 12.(1) Ahu #6 (McQuay & associated VFD/devices)
- 13. (2) High Efficiency Boilers.w/associated devices (Raypak)
- 14. (3) Hot Water Pumps (Armstrong/ Bell & Gossett)
- 15.(1) McQuay Chiller
- 16.(1) Chilled Water Pump (Armstrong/Bell & Gossett)
- 17. (1) Glycol Tank System w/pumps and controls

ATTACHMENT A

Standard Exclusions From Coverage

A: Excluded from this agreement shall be damage to covered equipment due to misuse, negligence, acts of God or for any reason beyond the service company's reasonable control.

B: Damage to covered equipment due to faulty incoming electrical power.

C: Structural damage to boilers and water heaters i.e.; leaking water tubes, water jackets or any interconnecting water piping throughout the facilities.

D: Freezing of any water carrying coils or equipment is also excluded.

E: Any non-moving parts such as exterior panels, decorative panels or any part not deemed essential to keep the covered equipment in proper working order.

F: Any piece of covered equipment must be accessible in a safe manner. Any remodeling of a structure or special access to any piece of equipment will be the responsibility of the building owner to furnish necessary access.

G: Proprietary software, software upgrades and computers running such software is the responsibility of the building owner. Any reprogramming of devices necessary because of proprietary software unavailable to the service company due to sales restrictions of the original equipment manufacturer shall be the responsibility of the owner. The service company, at the request of the building owner may assist the owner in securing software, software upgrades or proprietary devices from the original equipment manufacturer.

NOTE: Paragraph G does not relieve the service company from acquiring and owning non-licensed software available from the original equipment manufacturer necessary for programming of replacement controllers used throughout the facilities.

H: When repair/replacement parts become unavailable for any devices or covered equipment from the original equipment manufacturer that device/equipment will be removed from coverage immediately. The service company, at the request of the building owner may assist the owner with replacement of the devices/equipment at the service company's regular service prices.

I: A sudden or catastrophic failure to any piece of equipment necessitating replacement/opening or dismantling of the compressor section of the chiller will be the responsibility of the building's owner. The service company will be responsible for the first \$5000.00 of repairs which will be deducted from the next scheduled quarterly invoice.

END OF EXCLUSIONS