

ADDENDUM TO JANITORIAL SERVICES AGREEMENT FOR 2020 CAREY AVE
Between
LARAMIE COUNTY AND TFM22 LLC

THIS ADDENDUM is made and entered into by and between the Laramie County, P. O. Box 608, Cheyenne, Wyoming 82003, (“COUNTY”) and TFM22 LLC, 1515 South Greely Hwy, 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 “2020 Carey Ave September 2024”, Proposal #858 (hereinafter “Agreement”), attached and incorporated herein as “**Attachment A.**” The Agreement is for CONTRACTOR to provide janitorial services for COUNTY at the building at the interior of the entire building located at 2020 Carey Ave, Cheyenne, WY 82009 as specified in Agreement. The Agreement comprises of a Proposal (8 pages) dated August 30, 2024. For purposes of reference and interchangeability: CONTRACTOR is referred to as “Contractor” or “Top Flight” in the Agreement and COUNTY is referred to as “The Client” 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 nine thousand two-hundred fifty-six dollars (\$9,256.00), for the services detailed in “Attachment A.”

IV. RESPONSIBILITIES OF CONTRACTOR

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

V. MODIFICATIONS

1. Page 1, “TERM OF AGREEMENT” in Agreement is hereby **modified** as follows:

“The term of this Agreement shall commence on September 1st, 2024 and shall continue until September 30, 2024. If scope of work expands for any reason, Top Flight reserves the right to review contracted pricing and addendums as needed.”

2. Page 3, of the Agreement is hereby modified by adding the following under “5x Week Cleaning” after “General”:

“Basement lobby area, and interior of elevators”

3. Page 5, after 7th Floor and 8th Floor, shall be modified from “VACANT” to “PRIVATE”
4. Page 7, Section 8 of “Terms & Conditions” entitle “Non-Solicitation Clause” shall add the following sentence: “Nothing in this section precludes the right of Client, as a County government to advertise for positions needed at the County that may crossover to resemble services provided by Contractor”
5. Page 8, Section 9 of “Terms & Conditions” titled “Indemnification” shall be **removed** as indemnification is more completely outlined in this addendum.
6. Page 8, final paragraph commencing “By signing this proposal...” and ending “...written notice” is hereby **removed**.

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 (9 pages) 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: 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 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.

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

ADDENDUM TO JANITORIAL SERVICES AGREEMENT FOR 2020 CAREY AVE
Between
LARAMIE COUNTY AND TFM22 LLC

SIGNATURE PAGE

LARAMIE COUNTY

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

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: TFM22 LLC

By:  _____ Date 9.3.24

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 9-3-24
Laramie County Attorney's Office

2020 Carey Ave September 2024

Date 8/30/2024
Customer Jerry Pribble | Laramie County Government | 309 W . 20th St Suite 1900 | Cheyenne, WY 82001
Property 2020 Carey Building | 2020 Carey Ave | Cheyenne, WY 82009

THIS AGREEMENT is made this August 30, 2024, by and between 2020 Carey Building , whose principal place of business is located at 2020 Carey Ave, Cheyenne WY 82009 and TFM22 LLC, a Cheyenne, WY business.
 2020 Carey Building ("The Client"), desires to have **Janitorial** services performed at 2020 Carey Ave , Cheyenne WY, 82009 to be provided by TFM22 LLC (The "Contractor").
TERM OF AGREEMENT: The term of this Agreement shall commence on **September 1, 2024** and shall continue until **September 30, 2024** after which time it will continue in force on a month-by-month basis ("evergreen" contract) unless sooner terminated by either party with 30 day written notice. A 3% annual increase to all services will begin on the anniversary month of the contract. If scope of work expands for any reason, Top Flight reserves the right to review contracted pricing and add addendums as needed.

Fixed Payment Services

Description	Annual Cost
Janitorial Services	
5x Week Cleaning	\$9,256.00
Annual Maintenance Price	\$9,256.00

Payment Schedule

Schedule	Price	Sales Tax	Total Price
September	\$9,256.00	\$0.00	\$9,256.00
	\$9,256.00	\$0.00	\$9,256.00



Services

5x Week Cleaning

General:

MAIN FLOOR (1st):

Entry Areas:

- Spot clean interior entry glass up to 7 feet
- Empty inside & outside trash containers
- Vacuum carpets, floor mats & runners

Hallway/Lobbies:

- Empty trash containers
- Sweep or vacuum hard surface floors
- Mop hard surface floors
- Vacuum elevator carpets

Restrooms (these are in the basement):

- Refill soap, tissue, and towel dispensers
- Empty trash containers (wipe with disinfectant with needed)
- Empty sanitary napkin disposal units
- Clean mirrors
- Spot clean walls & partitions
- Clean and sanitize sinks, countertops
- Clean and sanitize toilets, seats, urinals and basins
- Clean and sanitize all floors
- Clean, flush and sanitize all dispensers

US Bank:

- Spot clean entry door glass up to 7 feet
- Empty trash containers
- Vacuum carpets, floor mats & runners

MEZZANINE LEVEL (2nd):

Hallway/Lobbies:

- Empty trash containers
- Sweep or vacuum hard surface floors
- Mop hard surface floors
- Vacuum elevator carpets

Restrooms:

- Refill soap, tissue, and towel dispensers
- Empty trash containers (wipe with disinfectant with needed)
- Empty sanitary napkin disposal units
- Clean mirrors
- Spot clean walls & partitions
- Clean and sanitize sinks, countertops
- Clean and sanitize toilets, seats, urinals and basins
- Clean and sanitize all floors
- Clean, flush and sanitize all dispensers

Quadrant:

- Spot clean entry door glass up to 7 feet
- Empty trash containers
- Vacuum carpets, floor mats & runners

3RD FLOOR:

Hallway/Lobbies:

- Empty trash containers
- Sweep or vacuum hard surface floors
- Mop hard surface floors
- Vacuum elevator carpets

Restrooms:

- Refill soap, tissue, and towel dispensers
- Empty trash containers (wipe with disinfectant with needed)
- Empty sanitary napkin disposal units
- Clean mirrors
- Spot clean walls & partitions
- Clean and sanitize sinks, countertops
- Clean and sanitize toilets, seats, urinals and basins
- Clean and sanitize all floors
- Clean, plush and sanitize all dispensers

ABV Investment Solutions:

- Spot clean entry door glass up to 7 feet
- Empty trash containers
- Vacuum carpets, floor mats & runners

4TH FLOOR:*Hallway/Lobbies:*

- Empty trash containers
- Sweep or vacuum hard surface floors
- Mop hard surface floors
- Vacuum elevator carpets

Restrooms:

- Refill soap, tissue, and towel dispensers
- Empty trash containers (wipe with disinfectant with needed)
- Empty sanitary napkin disposal units
- Clean mirrors
- Spot clean walls & partitions
- Clean and sanitize sinks, countertops
- Clean and sanitize toilets, seats, urinals and basins
- Clean and sanitize all floors
- Clean, plush and sanitize all dispensers

TRK Enterprise:

- Spot clean entry door glass up to 7 feet
- Empty trash containers
- Vacuum carpets, floor mats & runners
- Clean break-rooms and common areas

5TH FLOOR:*Hallway/Lobbies:*

- Empty trash containers
- Sweep or vacuum hard surface floors
- Mop hard surface floors
- Vacuum elevator carpets

Restrooms:

- Refill soap, tissue, and towel dispensers
- Empty trash containers (wipe with disinfectant with needed)
- Empty sanitary napkin disposal units
- Clean mirrors
- Spot clean walls & partitions
- Clean and sanitize sinks, countertops
- Clean and sanitize toilets, seats, urinals and basins
- Clean and sanitize all floors
- Clean, plush and sanitize all dispensers

6TH FLOOR:*Hallway/Lobbies:*

- Empty trash containers
- Sweep or vacuum hard surface floors
- Mop hard surface floors
- Vacuum elevator carpets

Restrooms:

- Refill soap, tissue, and towel dispensers
- Empty trash containers (wipe with disinfectant with needed)
- Empty sanitary napkin disposal units
- Clean mirrors
- Spot clean walls & partitions
- Clean and sanitize sinks, countertops
- Clean and sanitize toilets, seats, urinals and basins
- Clean and sanitize all floors
- Clean, plush and sanitize all dispensers

DACPA:

- Spot clean entry door glass up to 7 feet
- Empty trash containers
- Vacuum carpets, floor mats & runners
- Clean break-rooms and common areas

7TH FLOOR:

VACANT

8TH FLOOR:

VACANT

9TH FLOOR:*Hallway/Lobbies:*

- Empty trash containers
- Sweep or vacuum hard surface floors
- Mop hard surface floors
- Vacuum elevator carpets

Restrooms:

- Refill soap, tissue, and towel dispensers
- Empty trash containers (wipe with disinfectant with needed)
- Empty sanitary napkin disposal units
- Clean mirrors
- Spot clean walls & partitions
- Clean and sanitize sinks, countertops
- Clean and sanitize toilets, seats, urinals and basins
- Clean and sanitize all floors
- Clean, plush and sanitize all dispensers

WYO GUARDIAN:

- Spot clean entry door glass up to 7 feet
- Empty trash containers
- Vacuum carpets, floor mats & runners
- Clean break-rooms and common areas

Terms & Conditions

1. Schedule and Timing:

Standard **janitorial services** shall be performed between the hours of 5:00pm to 7:00am on Monday - Friday, weekend cleaning will be performed around any events. Non-weekly services will be completed according to the time frame specified in the Service Description.

Standard **landscape services** shall be performed between the hours of 7:00am and 6:00pm on Monday - Friday, weekend services will be performed around any events. Non-weekly services will be completed according to the time frame specified in the Service Description.

Any changes to the schedule must be communicated in writing and agreed upon by both parties in advance.

Services will not be provided on observed Federal Holidays

- New Year's Day - January 1.
- Martin Luther King's Birthday - 3rd Monday in January.
- Washington's Birthday - 3rd Monday in February
- Memorial Day - Last Monday in May.
- Independence Day - July 4.
- Cheyenne Day - Wednesday during Frontier Days
- Labor Day - 1st Monday in September.
- Columbus Day - 2nd Monday in October.
- Christmas Day - December 25

2. Payment Terms

The Client agrees to pay the contractor per outlined Service Payment Schedule and upon receipt of additional invoices with payment due **NET 45**.

3. Materials and Equipment:

The Contractor will provide basic cleaning supplies (daily use cleaners, disinfectant, and basic cleaning equipment, etc.)

Any consumables provided by the Contractor (liners, paper supplies, soap, batteries for dispensers, air fresheners, light bulbs, etc.) will be billed to the customer at cost + 20%.

4. Performance Standards

The Contractor shall meet the performance standards outlined in the Service Description.

The Client reserves the right to inspect the work and address any deficiencies promptly via email.

5. Insurance

The Contractor shall maintain adequate insurance coverage, including liability insurance, workers' compensation, and any other insurance required by law.

6. Confidentiality and Security

The Contractor shall maintain the confidentiality of any sensitive information encountered during the provision of services.

The Contractor shall adhere to security measures established by the Client.

The Contractor will administer background checks to all employees that have access the building and perform services inside the building.

7. Safety and Compliance

The Contractor shall adhere to all relevant health and safety standards.

The Contractor is responsible for compliance with applicable laws and regulations.

8. Non-Solicitation Clause

During the term of this Agreement and for a period of 12 months following its termination, whether by expiration, termination, or otherwise, the Client agrees that it shall not, directly or indirectly, solicit, induce, recruit, or hire, or attempt to solicit, induce, recruit, or hire, any employee or contractor of the The Contractor, whether such engagement is as an employee, consultant, or in any other capacity, without

the prior written consent of the The Contractor.

Furthermore, the Client agrees not to encourage or support any such solicitation or recruitment by any third party, including but not limited to other clients, affiliates, or business partners. This restriction applies to all employees or contractors of the Contractor during the term of this Agreement and for the specified post-termination period.

This non-solicitation provision shall survive the termination of this agreement for any reason.

9. Indemnification:

Each party agrees to indemnify and hold the other harmless from any claims, damages, or liability arising out of their respective actions.

10. Force Majeure:

Neither party shall be held liable for failure to perform their obligations under this agreement due to events beyond their control.

By signing this proposal, you agree to the terms of this agreement. A 3% annual increase to all services will begin on the anniversary month of the contract. Upon the date of written approval this proposal becomes a fully executed contract and is valid for the above contract period, after which time it will continue in force on a month-by-month basis ("evergreen" contract). Either party may cancel with 30-day written notice.



By _____

Tony Rizzuto

Date 8/30/2024

Top Flight Maintenance

By _____

Date _____

2020 Carey Building