

**ADDENDUM TO AGREEMENT  
BETWEEN  
LARAMIE COUNTY AND AMERI-TECH HVAC 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 Ameri-Tech HVAC Services, Inc., 2502 Ridge Road, Cheyenne, WY 82001 (hereinafter, "CONTRACTOR").

**I. PURPOSE**

The purpose of this Addendum is to modify the CONTRACTOR'S proposal to furnish and install a roof-top mounted air-conditioning unit in the laundry area for the Laramie County Sheriff's Department ("Proposal"), a copy of which is attached hereto as Attachment A and fully incorporated herein as part of this Addendum.

**II. TERM**

This Addendum 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 terminated as provided in this Addendum or until COUNTY's payment to CONTRACTOR upon COUNTY's determination that CONTRACTOR's work and services outlined in the Proposal have been satisfactorily completed after inspection by COUNTY.

**III. RESPONSIBILITIES OF CONTRACTOR**

A. CONTRACTOR shall provide and complete the work and services described in the Proposal to COUNTY's satisfaction as determined by COUNTY after inspection.

B. COUNTY shall pay CONTRACTOR in accordance with the Proposal, upon receipt of CONTRACTOR'S invoice to COUNTY, and upon COUNTY's determination that CONTRACTOR's work and services outlined in the Proposal have been satisfactorily completed after inspection by COUNTY. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602.

**IV. ADDITIONAL PROVISIONS**

1. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of 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 Addendum (4 pages, plus Attachment A, the Proposal) 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 the 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: The Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

5. Termination: The Addendum 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; or (c) upon mutual written agreement by both parties.

6. Invalidity: If any provision of this 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. The parties expressly intend that the provisions of this Addendum are fully severable.

7. Applicable Law and Venue: The parties mutually understand and agree this 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 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 Addendum.

8. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this 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: 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 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 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 Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in this Addendum shall operate only between the parties to the Addendum, and shall inure solely to the benefit of the parties to Addendum.

12. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the Addendum 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 Addendum.

13. Force Majeure: Neither party shall be liable to perform under this 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.

14. Limitation on Payment: 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 Addendum may be terminated by COUNTY at the end of the period for which funds are available. 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 COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and 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 Addendum in order to acquire similar services from another party.

15. Notices: All notices required and permitted under this Addendum 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.

16. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Proposal, the provisions and conditions set forth in this Addendum shall control.

17. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

**ADDENDUM TO PROPOSAL  
BETWEEN  
LARAMIE COUNTY AND AMERI-TECH HVAC SERVICES, INC.  
Signature Page**

LARAMIE COUNTY, WYOMING

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

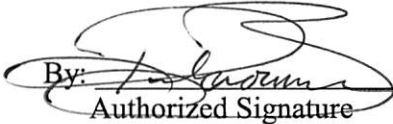
Date \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Debra Lee, Laramie County Clerk

Date \_\_\_\_\_

Ameri-Tech HVAC Services, Inc.

By:  \_\_\_\_\_  
Authorized Signature Vice-President

Date 9-23-2019

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  \_\_\_\_\_  
Laramie County Attorney's Office

Date 9/23/19



Ameri-Tech Hvac Services Inc  
2502 Ridge Road  
Cheyenne, Wyoming 82001  
307-634-7457 (Office)  
307-634-8741 (Fax)  
office@ameritechhvac.com



## **Proposal**

July 10, 2019

Laramie County Sheriff  
1910 Pioneer Ave  
Cheyenne, Wy 82001

RE: Laundry Hvac Unit

Dear Gary;

In conjunction with Climate Control Company the following is our proposal to furnish and install a roof top mounted air conditioning unit to replace the concealed ceiling mounted air handling unit currently serving the laundry area. Because of the current units deteriorated condition and lack of service access this proposal makes the most sense in our opinion. This proposal includes the following;

- A: (1) Trane Rtu sized to meet heating and cooling loads of the space to include:
  - a: BACnet communications card to interface with new JCI controls system
  - b: fully modulating economizer for fresh air to the occupied space
  - c: gas heating package
  - d: mechanical cooling for dehumidification and comfort cooling
- B: Necessary small steel structure for mounting new unit on roof
- C: Any needed roof repair
- D: Necessary electrical to the unit
- E: Necessary gas piping to the unit
- F: Installation of safety rails along roof edge (per city requirements)
- G: Necessary installation of permanent roof access ladder to new unit.
- H: Demo and removal of existing air handling unit, ductwork and grills
- I: Demo of existing return fan, ductwork and grills
- J: Installation of necessary required ductwork from new unit to serve laundry area
- K: Provide test and balance report by NEBB certified contractor (National Environmental Balancing Bureau)

***Total Cost of this proposal is \$ 56,880.00. Approximately 4-5 weeks would be needed to receive all materials and schedule the work.***

***NOTE 1: This proposal excludes removal of existing hard deck ceiling and reinstallation of ceiling materials.***

***NOTE2: Included in this pricing is evening, weekend or necessary work hours needed to accomplish the proposal with out interfering with normal jail functions.***

Jim Brown  
Ameri-Tech Hvac Services Inc.