

**KITCHEN EXHAUST FAN REPLACEMENT AGREEMENT
BETWEEN
LARAMIE COUNTY AND AMERI-TECH HVAC SERVICES, INC.**

THIS AGREEMENT 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 Agreement for the CONTRACTOR to furnish and install a rooftop mounted up blast exhaust fan unit for the Laramie County Sheriff's Department, as fully described in the Proposal dated November 20, 2019, and fully incorporated into Agreement by this reference as 'Attachment'.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties, and shall remain in full force and effect until completion, or pursuant to the terms of this Agreement.

III. PAYMENT

The COUNTY shall pay the CONTRACTOR a sum not exceeding eighteen thousand nine hundred twenty five dollars (\$18, 925.00). Payment will be made upon receipt of the CONTRACTOR'S invoice to the 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 (as amended).

IV. RESPONSIBILITIES OF CONTRACTOR

A. The CONTRACTOR shall provide and complete the services that include but are not limited to the removal and disposal of existing exhaust fan, providing for necessary roof curb structure for mounting a new unit to the existing curb, any needed roof repairs, as fully described in Attachment A.

V. ADDITIONAL PROVISIONS

1. Independent Contractor: The services to be performed by the CONTRACTOR are those of an independent contractor and not as an employee of the COUNTY. The CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. The 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. The CONTRACTOR is free to perform the same or similar services for others.

2. **Entire Agreement:** This Agreement (4 pages) and Attachment A (2 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 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 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; or (c) upon mutual written agreement by both parties.

6. **Invalidity:** If any provision of this Agreement 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 that the provisions of this Agreement are fully severable.

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

8. **Discrimination:** All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement 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. Further, the 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.

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 shall not be construed to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

12. **Conflict of Interest:** The COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in this Agreement. 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.

13. **Force Majeure:** Neither party shall be liable to perform under this Agreement 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:** 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 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 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 the COUNTY to terminate this Agreement in order to acquire similar services from another party.

15. **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.

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

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LARAMIE COUNTY AND AMERI-TECH HVAC SERVICES, INC.

Signature Page

LARAMIE COUNTY, WYOMING

By: _____
Gunnar Malm, Chairman, Laramie County Commissioners

Date _____

ATTEST:

By: _____
Debra Lee, Laramie County Clerk

Date _____

Ameri-Tech HVAC Services, Inc.

By:  _____
Authorized Signature

Date 8-4-2020

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____
Laramie County Attorney's Office

Date 8/4/2020

Proposal

November 20, 2019

Laramie County Sheriff
1910 Pioneer Ave
Cheyenne, Wy 82001

RE: Kitchen Hood Exhaust Fan

Dear Gary;

In conjunction with Climate Control Company the following is our proposal to furnish and install a roof top mounted up blast exhaust fan unit to replace the unserviceable wheeled fan currently in place and serving the kitchen hood. 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) Upblast centrifugal exhaust fan sized to meet current code & hood design:

B: Removal and disposal of existing fan

C: Necessary roof curb structure for mounting new unit to existing curb

D: Any needed roof repair

E: Necessary electrical to the unit

F: Necessary crane service

Total Cost of this proposal is \$ 18,925.00 Approximately 4-5 weeks would be needed to receive all materials and schedule the work.

NOTE 1: The hood and exhaust system will need to be down for approximately 4 days to complete the installation.

NOTE 2: This proposal excludes power wiring to VFD and to Upblast fan.

NOTE3: Excluded is control wiring, programming and operational control check-out of the unit.

Jim Brown
Ameri-Tech Hvac Services Inc.