

CARPET REPLACEMENT AGREEMENT
Between LARAMIE COUNTY, WYOMING and
CARPET ONE COMMERCIAL FLOORING INC.

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, (COUNTY) and Carpet One Commercial Flooring Inc., 3418 E Pershing Blvd, Cheyenne, WY 82001 (CONTRACTOR) (Hereinafter, collectively referred to as "The Parties"). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is for CONTRACTOR to install carpet at 2020 Carey Ave., Cheyenne, WY 82001, pursuant to Estimate JE023020-001, attached and incorporated herein as 'Attachment A' (hereinafter, "Attachment"). For purposes of reference and interchangeability: CONTRACTOR is referred to as "Commercial Flooring" in the Attachment and COUNTY is referred to as "Client" in the Attachment.

II. TERM

This Agreement 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 completely performed.

III. RESPONSIBILITIES OF THE PARTIES

- A. CONTRACTOR shall install carpet at the 2020 Carey Ave., Cheyenne, WY 82001 location, per Attachment.
- B. COUNTY shall pay CONTRACTOR eighteen thousand nine-hundred sixty dollars (\$18,960.00) per 'Attachment A', no later than (45) days after completion and 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).
- C. CONTRACTOR agrees to retain all required records for three (3) years after the COUNTY makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by CONTRACTOR under this contract shall be considered the property of the COUNTY and upon completion of the services to be performed, or upon termination of this

Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.

IV. GENERAL PROVISIONS

A. 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.

B. Preference-Wyoming Labor Should the subject of this agreement constitute the construction, reconstruction, improvement, enlargement, alteration, or repair, of any public works project or improvement, by signature below CONTRACTOR acknowledges the requirement for the use of Wyoming labor pursuant to W.S.§16-6-203 as amended, except in circumstances as provided by law including, but not limited to W.S.§16-6-201 et seq.

C. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

D. 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.

E. Entire Agreement: This Agreement (6 pages) and Attachment >A= (1 page) represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

F. 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.

G. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

H. 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.

I. 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. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

J. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

K. 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.

L. 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.

M. 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 Agreement. 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.

N. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless 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 COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. These provisions apply and are not abrogated regardless of whether or not the CONTRACTOR has obtained or has insurance coverage in accord with the requirements contained herein. To wit: Inadequacy, failure to obtain, withdrawal, limitations or absence of insurance coverage does not abrogate or modify in any way CONTRACTOR's obligation under the instant indemnification provision herein.

O. Insurance: CONTRACTOR shall carry liability 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.

P. 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 so as 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.

Q. 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.

R. 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.

S. 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 Agreement 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 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 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 Agreement in order to acquire similar services from another party.

T. 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.

U. Compliance with Laws: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

[Signatures on following page]

CARPET REPLACEMENT AGREEMENT
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CARPET ONE COMMERCIAL FLOORING INC.

Signature Page

LARAMIE COUNTY

By:  Date 11/7/24
Chairman, Laramie County Board of Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: CARPET ONE COMMERCIAL FLOORING INC.

By:  Date 11/6/24

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  Date 11-6-24
Laramie County Attorney's Office



ESTIMATE JE023020-001

CARPET ONE COMMERCIAL FLOORING
3418 E PERSHING BLVD
CHEYENNE WY 82001
PHONE: 307-632-6449

JE023020-001

ESTIMATE Date 10/29/24

CLIENT

LARAMIE COUNTY GOVT COMPLEX
309 W 20TH STREET
CHEYENNE, WY 82001

PROJECT

LARAMIE COUNTY GOVT COMPLEX
309 W 20TH STREET
CHEYENNE, WY 82001

Main Phone
307-633-4388

Job Phone

Salesperson 1
FOX, ANGELA

MODEL/AREA
COMMERCIAL

Salesperson 2
UNDEM, AERIEL

Job Name

CARPET TILE Sub Total: 14,694.11

COVE BASE Sub Total: 1,897.70

TRANSITIONS Sub Total: 362.76

WALKOFF TILE Sub Total: 2,005.43

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and hereby accepted. Commercial Flooring is authorized to do the work as specified. Payment will be made as outlined.

Customer Signature: _____ Date: _____



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CARPET ONE COMMERCIAL FLOORING
3418 E PERSHING BLVD
CHEYENNE WY 82001
PHONE: 307-632-6449

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Salesperson 1
FOX, ANGELA

MODEL/AREA
COMMERCIAL

Salesperson 2
UNDEM, AERIEL

Job Name

Laramie County Gov't Wyo Financial Building
3rd Floor Hall Way, 3rd floor water damage offices, 3rd floor angle offices,
9th floor hallway, Lower entry walk off

Inclusions:

- Supply and install Mohawks Swipe Right carpet tiles, color Brookwood
- Supply and install Prado Walk off tiles, color Obsidian
- Supply and install Johnsonite cove base, color Charcoal
- Supply and install Transitions
- Tear out and disposal
- Minor floor prep included

Exclusions:

- Furniture removal
- Leveling and grinding of floors
- Moisture mitigation
- Night and weekend work

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Customer Signature: _____ Date: _____