

**RESTROOM COATINGS AGREEMENT**  
**between**  
**LARAMIE COUNTY, WYOMING and AXIS SOLUTIONS**

This Restroom Coatings Agreement (Agreement) is made and entered into between Laramie County, 310 W. 19th Street, Cheyenne, Wyoming, 82001 ("COUNTY"), and Axis Solutions, 15131 E Fremont Dr, Centennial, 80112 ("CONTRACTOR").

**I. PURPOSE**

The purpose of this Agreement is to provide for the recoating of shower stalls at Laramie County Detention Center and walls and ceilings at Laramie County Juvenile Detention Center, as set forth in greater detail in the attached Estimate/Contract, dated February 1, 2018 (3 pages), which is incorporated by reference herein ("Attachment A").

**II. TERM**

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

**III. PAYMENT**

COUNTY shall pay CONTRACTOR billing rates and expenses not to exceed \$53,700.00 (Fifty Three Thousand Seven Hundred Dollars) the amounts indicated in Attachment A as Pricing Options A + B, upon completion of the services described therein, or upon submission of such periodic invoices as mutually agreed to by the parties. Payment will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY, or submission of other documentation certifying completion of the services. 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 I(as amended).

**IV. RESPONSIBILITIES OF CONTRACTOR**

- A. CONTRACTOR shall provide services for the preparation of substrate surfaces and application of new coatings at the Laramie County Detention Center and Larimer County Juvenile Detention Center as set forth in Attachment A.
- B. 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 COUNTY or any of its duly authorized representatives to any books, documents, papers and records of 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 COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of COUNTY, will be turned over to the COUNTY.

**V. 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. **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.
- C. **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.
- D. **Entire Agreement:** This Agreement (4 pages), Estimate/Contract (Attachment A (4 pages), and "Certificate of Liability Insurance" (1 page) represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.
- E. **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.
- F. **Modification:** This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.
- G. **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.
- H. **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.
- I. **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.
- J. **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.
- K. **ADA Compliance:** All parties agree they will not discriminate against a qualified individual with disability, pursuant to 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.
- L. **Governmental/Sovereign Immunity:** COUNTY does not waive its Governmental/ Sovereign

Immunity,<sup>1</sup> as provided by any applicable law including Wyo. Stat. § 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.

- M. **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. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.
- N. **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.
- O. **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.
- P. **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.
- Q. **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 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 Agreement in order to acquire similar services from another party.
- R. **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.
- S. **Agreement Controls:** Where a conflict exists or arises between any provision or condition of this Agreement and the Estimate/Contract (Attachment A), the provisions and conditions set forth in this Agreement shall control.
- T. **Compliance with Law:** CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

**LARAMIE COUNTY, WYOMING**

By: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_


Name: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Name: \_\_\_\_\_


**CONTRACTOR: Axis Solutions**

By:  \_\_\_\_\_ Date: 02 / 01 / 2019

Name: Guy Ralfe

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

**REVIEWED AND APPROVED AS TO FORM ONLY:**

By:  \_\_\_\_\_ Date: 2 / 25 / 19  
Deputy County Attorney

# AXIS SOLUTIONS

FLOOR PREPARATION POLISH COATINGS

## Proposal

4/16/2018

**Gary Ford**

Phone: 307 633 4822

Email: gford@laramiecounty.com

**Larimer County Sheriff's Office**

**1910 Pioneer Ave, Cheyenne, WY 82001**

Project: Wall and Floor Refinishes

Axis Solutions is pleased to submit this proposal for your consideration. Our proposal for the above referenced project is based on the following.

Statement of Work:

Plan Sheets: Per Site Visit

Spec Sections:

Plans Dated:

Addenda:

Architect/Engineer:

Supplier: Tnemec

Sales Tax: Excluded

Permit Fees: Excluded, NA

Duration: TBD

Overtime: Not Included

Shift Work: Not Included

Davis Bacon: Not Included

Warranty: 1 year

Bond: Not Included

Premiums:

**Proposal Pricing Options:**

\$

1. Larimer County Jail 8 Showers. Preparation of wall and floor. Two coat epoxy wall system, three coat floor with spoon cove radius and aggregate broadcast for slip resistance. One Mobilization with 4 phases (2 showers simultaneously at a time) Approx 1792 sqft \$27,700.00 ✖
2. Larimer County Juvenile Detention 7 Showers. Preparation of the walls and ceiling for two coats epoxy finish. One mobilization with 3 phases (2 showers for most phases except one with three) Approx 2605 sqft \$26,000.00 ✖
3. Larimer County Juvenile Detention 3 Pods resinous flooring. Chase and patch joints. Grind floor smooth and apply Epoxy Urethane system in two coats with traction additive. Approx 3775 sqft \$24,300.00
4. Larimer County Juvenile Detention Laundry and Intake resinous flooring. Chase and patch joints. Grind floor smooth and apply Epoxy Urethane system in two coats with traction additive. Approx 630 sqft \$6,000.00

**Options**

Portable Power (Require 208 1 phase 30A)

\$200/day

Moisture Testing (per three tests)

\$600.00

Additional Mobilization

\$1,200.00

We propose to furnish all labor, materials, equipment and supervision necessary for the scope of work described above. Our pricing is further defined by the following inclusions, exclusions and clarifications:

Inclusions:

- Cleanup of our identifiable debris to a dumpster provided by others

- One mobilization for each price option above included.
- Floors and walls to be of sound construction, swept clean, meet level specification, smooth and free of other trades debris or contaminants.
- Lighting provided by others as required for inspection.

#### **County Jail Showers**

- Demolition of FRP
- Surface preparation by diamond grinding to abrade surfaces.
- Installation of spoon cove in shower wall to floor
- Floor: Application of two broadcast coats on floor with a single grout topcoat Tnemec 237 pigmented.
- Wall & Ceiling: Application of two coats Tnemec 280 pigmented.

#### **County Juvenile Detention Showers**

- Surface preparation by diamond grinding to abrade surfaces.
- Wall & Ceilings: Application of two coats Tnemec 280 pigmented.

#### **County Juvenile Resinous Floors**

- Surface preparation by diamond grinding to abrade surfaces and smoothen.
- Chase and fill control joints with epoxy.
- Application of one coat Tnemec 237 at 100 sqft/gal
- Application of one coat Tnemec 248 at 500 sqft per kit with traction additive.

#### **Option**

- Portable Power generator
- Moisture testing
- Additional Mobilization

#### **Exclusions**

- Excludes removal of fixtures and fittings.
- Excludes setup of containment.
- Excludes off site storage facility. Material and equipment storage to be made available at site.
- Heating, cooling and ventilation control responsibility of others;
- Control and isolation of fire protection system in work area. Axis Solutions will not mask off smoke/fire detection equipment.
- Lighting and task lighting installed and working as used for inspection of floor.
- Dust protection and protection of finished surfaces responsibility of others.
- Provision of portable power. Require 4 clean circuits of 120v 20A for surface preparation.
- Patching of divots, voids and slope or fill is excluded from base pricing.
- Degreasing or removal of contaminants in substrate.
- Treatment of cracks and joints with movement.
- Damages and Delays: Contractor will not be responsible for damage done to Contractor's work by others. Any repairing of the same by Contractor will be charged at scheduled rates over and above the amount of this proposal. Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather accidents, fire, vandalism, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor, changes in work and delays caused by others. In the event of these occurrences, Contractor's time for performance under this proposal shall be extended for a time sufficient to permit completion of the work.

#### **Clarifications**

- This Proposal is valid for thirty (30) days from the date listed above.
- This proposal is based on a standard forty (40) hour work week, Monday through Friday, excluding holidays and weekends.
- Due to the market conditions in the United States and around the globe, the availability of the material for this project may be contingent upon our distributor's allocations of materials including but not limited to paint and raw materials such as resin.
- We assume we will be provided with adequate lay down and parking areas.

- One mobilization for each price option above included.
- Floors and walls to be of sound construction, swept clean, meet level specification, smooth and free of other trades debris or contaminants.
- Lighting provided by others as required for inspection.

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- Heating, cooling and ventilation control responsibility of others;
- Control and isolation of fire protection system in work area. Axis Solutions will not mask off smoke/fire detection equipment.
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- We assume we will be provided with adequate lay down and parking areas.

- This proposal is based on the assumption that we will be provided with an OSHA compliant site including sanitary facilities and a dumpster for our daily cleanup.
- We assume all equipment furnished and installed by others will be delivered and installed in a timely manner so as to allow Axis Solutions time to complete our portion of work.
- Others shall not hold us liable for errors or omissions in design, nor inadequacies of detail in the design / specification, materials and equipment specified or supplied by others.
- Equipment and materials supplied by Axis Solutions are warranted only to the extent that the manufacturer warrants the same.
- This proposal is based on continuous phasing of work and detailed input into the construction schedule.
- This proposal is based on a mutually agreeable contract and schedule, to be determined.
- If a formal contract is required, please attach this proposal as part of the contract.
- Proposal based on billing in the month performed and a paid when paid basis.
- We reserve the right to adjust our pricing prior to entering into a written agreement for this work.
- Anything (verbal or written) expressed or implied elsewhere, which is contrary to these conditions shall be null and void.

Thank you for the opportunity to provide you with our proposal. If you have any comments, questions or require further clarification, please do not hesitate to contact me directly at 303.489.7775

Sincerely,

Guy Raife  
Axis Solutions





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Insurance Agency, 100 Agency Way, Denver CO 80204
INSURED: Subcontractor Name, 111 Subcontractor Address, Denver CO 80202
CONTACT NAME: Insurance Agent
PHONE: 303-555-1234
FAX: 303-555-9876
E-MAIL ADDRESS: agent@insurance.com
INSURER(S) AFFORDING COVERAGE: INSURER A: Miscellaneous
NAIC #

COVERAGES CERTIFICATE NUMBER: 774177530 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Axis Solutions, LLC is included as additional insured for ongoing and completed operations on the General Liability and included as additional insured on the Auto Liability with respect to operations of the named insured for the certificate holder as required by written contract.

CERTIFICATE HOLDER: Axis Solutions, LLC, 15131 E. Fremont Street Suite 103, Centennial CO 80112
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]