

LARAMIE COUNTY WINDOW CLEANING AGREEMENT
between
Laramie County, Wyoming Government and Wyo Window Cleaning LLC.

THIS AGREEMENT (hereinafter "Agreement") is made and entered into by and between Laramie County, Wyoming Government, P. O. Box 608, Cheyenne, Wyoming 82003-0608, (COUNTY) and Wyo Window Cleaning LLC., 3321 Central Ave., Cheyenne, WY 82001, (CONTRACTOR) in the alternative COUNTY and CONTRACTOR hereinafter may be referred to as "Parties" for this Agreement.

I. PURPOSE

The purpose of this Agreement is for CONTRACTOR to assist COUNTY by providing window cleaning services for county buildings, as outlined in the Quote ("Proposal") attached hereto as **Attachment A** and incorporated herein, and as outlined under Responsibilities of CONTRACTOR in this Agreement.

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 until the services are completely performed.

III. RESPONSIBILITIES OF COUNTY

A. COUNTY agrees to pay CONTRACTOR for services upon receipt of the CONTRACTOR'S invoice to the COUNTY. The total payment to CONTRACTOR under this Agreement shall not exceed six thousand seven hundred sixty dollars (\$6760.00), as detailed in the Proposal. 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. CONTRACTOR shall clean the windows at the following County buildings and unit prices as detailed in the Proposal:

- a. Main Courthouse, 309 W 20th St., Cheyenne, WY 82001, \$3,500.00
- b. Historic Courthouse, 310 W. 19th St., Cheyenne, WY 82001, \$0.00
- c. Health Department, 100 Central Ave., Cheyenne, WY 82001, \$750.00
- d. EMA, 3962 Archer Pkwy., Cheyenne, WY 82009, \$420.00
- e. Planning/Coroner, 3966 Archer Pkwy, Cheyenne, WY 82009, \$1,250.00

- f. Public Works, 13797 Prairie Center Circle, Cheyenne, WY 82009, \$420.00
- g. Shooting Sports, 13802 Bullseye Blvd., Cheyenne, WY 82009, \$420.00
- h. Total of \$6,760.00

B. CONTRACTOR shall provide all staff and material for running the aforementioned services and safety and coordinate with County personnel on scheduling.

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.

V. GENERAL PROVISIONS

A. Entire Agreement: This entire agreement (consisting of eight (8) pages) consists of: 1) The Agreement (7 pages) and 2) The Proposal (1 page) these pages represent 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. The Agreement and Proposal collectively, shall be referred to as the "Entire Agreement" for the remainder of the document.

B. 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 the Entire Agreement 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.

C. Assignment: Neither the Entire Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

D. Modification: The Entire Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

E. Invalidity: If any provision of the Entire 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 the provisions of the Entire Agreement are fully severable.

F. Applicable Law and Venue: The parties mutually understand and agree the Entire 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 the Entire 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 the Entire Agreement

G. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of the Entire Agreement because of race, color, gender, creed, handicapping condition, or national origin.

H. 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.

I. 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 the Entire 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 the Entire Agreement.

J. Third Parties: The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and the Entire Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in the Entire Agreement shall operate only between the parties to the Entire Agreement and shall inure solely to the benefit of the parties to the Entire Agreement.

K. 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 upon request.

L. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the Entire Agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from the Entire Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to the Entire Agreement

M. Insurance: CONTRACTOR shall carry liability insurance sufficient to cover its obligations under the Entire Agreement, CONTRACTOR shall furnish COUNTY with the entire policy, 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 by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR'S obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

1. Minimum Limits of Coverage: Insurance shall be Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 or equivalent covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$1,000,000** per occurrence with a **\$2,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If CONTRACTOR maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR.
2. Primary and Non-Contributory: For any claims related to this contract, CONTRACTOR'S **insurance coverage shall be primary insurance** as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance of self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. Waiver of Subrogation: CONTRACTOR hereby grants to COUNTY a **waiver of any right to subrogation** which any insurer of said CONTRACTOR may acquire against the Entity by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.
4. Additional Named: COUNTY, its officers, officials, employees and volunteers are to be covered as **additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. **Additional Named status shall be reflected on any**

certificate of insurance and/or CONTRACTOR will provide COUNTY with a copy of the appropriate endorsement to the policy reflecting the additional named status.

N. Force Majeure: Neither party shall be liable to perform under the Entire 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.

O. 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 the Entire Agreement in order to acquire similar services from another party.

P. Retention of Records. CONTRACTOR agrees to retain all required records for three (3) years after the COUNTY makes final payment and all other matters relating to the Entire 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 Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, date 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 convenience of COUNTY, will be turned over to COUNTY.

Q. Termination: The Entire 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 the Entire 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.

R. Notices: All notices required and permitted under the Entire 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 the Agreement and the Proposal, the provisions and conditions set forth in the Agreement shall control.

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

A. Assertion of Agency, Personal Guarantee: By signing below, for CONTRACTOR, the individual (hereinafter "signor") asserts they have authority to bind CONTRACTOR to this agreement and that the asserted entity is not defunct or dissolved. If the Company for CONTRACTOR is a "dba" or trade name, and not recognized by a State as a legally independent entity, then signor (and/or responsible corporate entity) also unconditionally personally guarantees the prompt, full, and complete performance of all responsibilities and duties owed by the CONTRACTOR to the COUNTY under this agreement and further agrees to be jointly and severally liable for any damages, including attorney's fees and other legal costs and expenses, caused to the COUNTY by any breach of this agreement.

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LARAMIE COUNTY WINDOW CLEANING AGREEMENT
between
Laramie County, Wyoming Government and Wyo Window Cleaning LLC.

Signature Page

By: _____
Chairman, Laramie County Commissioners

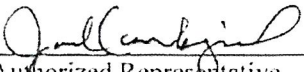
Date _____

ATTEST:

By: _____
Laramie County Clerk

Date _____

Wyo Window Cleaning, LLC.:

By:  _____
Authorized Representative

Date 6-29-24

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____
Laramie County Attorney's Office

Date 6/30/26

Quote

Wyo Window Cleaning LLC

Crystal Clear Service - Brightening Wyoming One Window At A Time!

Laramie County Government



Salesperson	Job	Payment terms	Due date
Joel C.	Owner/Operator	TBD	TBD

Qty	Description	Unit price	Line total
1	Main Courthouse (309 W 20 th St.)	3500.00	3500.00
	Historic Courthouse (310 W 19 th St.)	0.00	0.00
1	Health Dept. (100 Central Ave)	750.00	750.00
1	EMA (3962 Archer Parkway)	420.00	420.00
1	Planning/Coroner (3966 Archer Parkway)	1250.00	1250.00
1	Public Works (13797 Prairie Center Circle)	420.00	420.00
1	Shooting Sports (13802 Bullseye Blvd)	420.00	420.00
	Subtotal		6760.00
	Sales Tax		0.00
	Total		6760.00

Thank You for Your Consideration!

Best Regards,
Joel Carabajal/Owner/Operator
307-287-5872
Wyowindowcleaning307@gmail.com
Wyowindowcleaning.com

Glass Service Liability Waiver: WYO WINDOW CLEANING LLC uses industry standard tools and techniques for post construction cleaning. We are not responsible for scratches resulting from "fabrication debris" (a manufactured defect common in tempered glass) or damage caused by other trades prior to our arrival.