

**CONCRETE SERVICES AGREEMENT
BETWEEN LARAMIE COUNTY, WYOMING
AND D&D CONCRETE, LLC**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, 209 W. 20th Street, Cheyenne, Wyoming 82001, (COUNTY) and D&D Concrete LLC, PO Box 417, Windsor, CO 80550 (CONTRACTOR). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is for CONTRACTOR to provide concrete service in the atrium of the Laramie County Courthouse as described in Attachment A. Further, this agreement provides for potential future work upon mutual agreement between CONTRACTOR and the Laramie County Maintenance Director.

II. TERM

This Agreement shall commence on the date the last signature is affixed hereto and remain in full force and effect until terminated as provided herein.

III. PAYMENT

A. COUNTY shall pay CONTRACTOR no more than \$5,100.00 to fill in two (2) planter boxes with 6 inches of concrete in the atrium as described in Attachment A. COUNTY shall pay CONTRACTOR on a per-invoice basis as described in Attachment A. 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).

B. It is contemplated between the parties, that future work between the parties may be necessary. Payment for work to be performed in the future shall be made at a rate to be approved and/or in the manner approved by the Director of Laramie County Maintenance. CONTRACTOR shall submit estimates for any service required or requested by the Director of Maintenance who shall, in his sole discretion, decide whether to accept or reject said estimate and whether to assign said job to CONTRACTOR. CONTRACTOR shall bill COUNTY on a per invoice basis for services. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with W. S. § 16-6-602 (2015).

IV. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall be a resource for concrete services utilized by COUNTY during the period of the operation of this Agreement. By signature below, CONTRACTOR agrees that nothing in this Agreement operates to provide an exclusive right to CONTRACTOR to provide such services to COUNTY. CONTRACTOR agrees that this Agreement does not bind COUNTY in any manner to offer or provide work to CONTRACTOR. Further, nothing in this clause or agreement limits COUNTY in the choice of entities to which it may offer concrete services.

B. CONTRACTOR agrees to retain any 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.

C. The CONTRACTOR is financially responsible for all applicable sales and use tax.

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. 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 COUNTY upon notice to CONTRACTOR, (c), by CONTRACTOR, with thirty (30) days' prior written notice to the other party; or (d) upon mutual written agreement by both parties.

E. Entire Agreement: This Agreement (5 pages) and Attachment A (2 pages) represents the entire and integrated agreement and understanding between the parties in regard to the matters contemplated herein 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. CONTRACTOR shall carry liability insurance sufficient to cover

its obligations under this provision and provide COUNTY with proof of such insurance, said insurance shall be equal to or greater than the coverages described in Exhibit B.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

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

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

LARAMIE COUNTY, WYOMING
D&D CONCRETE, LLC

Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: D&D Concrete LLC.

By: DR _____ Date 1-27-2023
Title: owner

REVIEWED AND APPROVED AS TO FORM ONLY:

By: [Signature] _____ Date 1/30/2023
Laramie County Attorney's Office

D&D Concrete LLC
PO Box 417
Windsor, CO 80550 US
970-619-1366
danny@ddconcretecolorado.com
***.ddconcretecolorado.com

Estimate

ADDRESS

Jerry Pribble
Laramie County Government
209 W 20th Street
Cheyenne, Wy 82001

ESTIMATE # 3882

DATE 01/23/2023

DESCRIPTION	QTY	RATE	AMOUNT
Fill in Planter Boxes with 6" Concrete, leave room for tile on top to match current levels. Will dowel into existing concrete if desired.	2	2,500.00	5,000.00
Permit Fee IF needed	1	100.00	100.00
We will remove the dirt and mulch from the boxes and dispose.			
4000PSI Concrete, compact, grade, form, and Rebar 4' O.C.			

D&D Concrete LLC is not responsible for breaking or damaging any unmarked sprinkler, electrical, or any other buried lines where construction will take place. The cost is \$1/sq ft per 1in depth. Concrete being removed with wire mesh or rebar will incur additional cost of disposal fees including labor time to take to the landfill.

All work is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any changes for this proposal may include extra costs to be determined by D&D Concrete LLC. Payment is due the day concrete hits the ground. Our workers are fully covered by Workers Compensation Insurance. D&D Concrete LLC carries insurance. If Mother Nature happens and condition are met with the need to cover concrete some discoloration may occur. This doesn't affect the structural integrity of the concrete and D & D Concrete is not liable. If D&D Concrete LLC is removing and replacing an approach to the street, D&D Concrete LLC is not responsible for any damage done to the asphalt, any patching of asphalt will have to be done by an asphalt company at the owners expense. Any gate adjustments or rehanging of the gate are the homeowners responsibility. D&D Concrete LLC is not responsible for any damage done to the siding during removal of concrete. Due to external forces (ice melt and other chemicals) D&D Concrete LLC does not warranty flaking or spalling. All concrete is guaranteed to crack. We try to control these cracks with control joints but D&D Concrete LLC does not warranty hairline cracks.
Minimum purchase after any discount is \$3500.00

TOTAL

\$5,100.00

Accepted By

Accepted Date

Prices are subject to change if the proposal is not accepted within 30 days.