

AGREEMENT TO INSTALL MOTORSPORTS PARK FENCING

Between

LARAMIE COUNTY and POLE MOUNTAIN FENCING LLC

THIS AGREEMENT is made and entered into by and between the Laramie County Events Department 3967 Archer Parkway, Cheyenne Wyoming 82009, ("COUNTY") and Pole Mountain Fencing, 3497 Hales Ranch Rd, Cheyenne, Wyoming 82007 ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is for the installation of a five-wire fence at the Laramie County Motorsports Park by Pole Mountain Fencing as described in the Proposed Bid Estimate dated July 2nd, 2019, incorporated by reference into this Agreement as Attachment A.

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 it is completely performed or terminated as provided herein.

III. RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall provide and complete the services described in Attachment A

IV. MODIFICATIONS

The Payment Information of the Proposal is modified to include the following at the end:

"Payment of 50% of invoiced amount will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY. Payment of remaining balance will be made upon completion of the project. 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)."

V. GENERAL PROVISIONS

1. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of the 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.

2. Entire Agreement: The Proposal (2 pages) and this Agreement (4 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; (c) pursuant to the terms of the Agreement; or (d) 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 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: 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.

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 so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties, and shall inure solely to the benefit of the parties to this Agreement.

12. 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. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

14. 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.

15. 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.

16. 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.

17. 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.

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

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

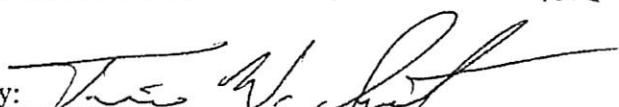
LARAMIE COUNTY

By: _____ Date _____
Chairman, Laramie County Board of Commissioners

ATTEST:

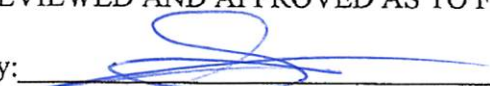
By: _____ Date _____
Clerk, Laramie County

CONTRACTOR:

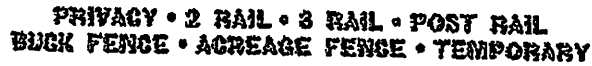
By:  Date 7-23-19
Pole Mountain Fencing, LLC.
Travis W. Smith

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  Date 7/25/19
Gladys Ayokosok, Deputy Laramie County Attorney

7-2-19



THE PROPOSED BID IS ESTIMATED FOR THE FOLLOWING:

CUSTOMER: Laramie County Fair
ADDRESS: 3967 Arden Parkway
PHONE: 307-633-4671

Per map
Attached

Estimated start date if proposal is accepted commence upon estimate completed by T. B. A.

TERMS TO START PROJECT: 1/10/2002
~~DATE~~ **DUE UPON STARTING:** 1/10/2002
~~DATE~~ **DUE UPON COMPLETION:** 1/10/2002

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above. Proposed bid is valid for 10 days from date of proposal and is subject to change after the 10 days has expired. Pole Mountain Fencing is LICENSED and INSURED.

Any alteration or deviation from the above scope of work to be performed involving extra costs will be executed only upon written order, and will be subject to an extra charge over and above the original estimate/bid. All agreements contingent upon strikes, accidents, material availability, or delays beyond our control. APPLICABLE LAW/VENUE. The construction, interpretation and enforcement of this agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this agreement and the parties, and venue shall be in the applicable County and District in and for the State of Wyoming. Payment is due as outlined above and final payment is due upon completion. Interest shall accrue at the rate of 18% per annum on any unpaid balance remaining after 30 days. If any amounts shall not be paid when due, the undersigned agrees to pay reasonable attorney fees and all costs of collection and may be subject to having a lien placed against the property. I have read this disclosure and understand the content here within [Signature] (Initials)

Contractors Invoice

WORK PERFORMED AT:

TO:

Laramie County Fair
Jeff Ketcham, "Fair Manager"

3967 Archer Parkway
Cheyenne WY 82009

DATE

7-2-19

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

Bid is for Approx. of 1875' Measured
ft of 5-Wire Fence Installed, with Proper
H-Bracing and Gates per Map Attached.

1. H-Braces will be Built with 7" Blunts
At the Corners, Also with each gate Installed
ON Both sides of Gates.

2. The 12' Gates ARE split 2-6' Gates for
people to Enter And Exit Park.

3. The 24' Gates ARE split 2-12' Gates ON
THE East End & West End of Park.

4. The 32' Gate is A split 2-16' Gates for
Access to Arena & the Pit Area.

5. The wire is 5-wire System Barbless Cable
installed on out side of posts.

6. T-Posts installed in Areas Between H-Bracing
proper measurements and spacing.

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the

above work and was completed in a substantial workmanlike manner for the agreed sum of ~~\$20,400.00~~ ^{\$20,200.00} / ^{\$20,200.00} 50% Down / 50% when Complete Dollars (\$20,400.00). Total

This is a ☒ Partial ☐ Full invoice due and payable by:

in accordance with our ☐ Agreement ☐ Proposal

No.

Dated

Month

Day

Year