

ADDENDUM TO:
ABATEMENT CONTRACT

Laramie County/Xtract Environmental Services

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Extract Environmental Services, 903 5th Street, Greeley, Colorado 80631 (hereinafter, "CONTRACTOR").

I. PURPOSE

The purpose of this Addendum is to modify the proposal to assist Laramie County with the services outlined in the attached Abatement Contract, attached hereto as Attachment 'A' and fully incorporated herein (hereinafter "Agreement").

II. TERM

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Addendum and Agreement and shall remain in full force pursuant to the terms of the Agreement and this Addendum.

III. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall provide and complete the services described in Attachment 'A', attached hereto and fully incorporated herein.

B. COUNTY shall pay CONTRACTOR a total of \$5697.82. 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).

IV. MODIFICATIONS

A. Section 3 of the Agreement is modified to include the following sentence:

CONTRACTOR acknowledges that some plans, specifications, reports, drawings, blueprints, and similar construction documents may be confidential under the Wyoming Public Records Act, W.S. §§ 16-4-203(b)(vi)(B) and (C), and, accordingly, may be provided redacted copies by COUNTY.

B. Section 5, Payment, is stricken and of no force or effect.

- C. Section 17, Remedies, the word "Colorado" is hereby stricken and replaced with "Wyoming."
- D. Section 22, Governing Law, is hereby stricken and of no force or effect.
- E.

V. ADDITIONAL PROVISIONS

1. 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.

2. Entire Agreement: The Agreement (6 pages) and Addendum (5 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 and Addendum, 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 and Addendum 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; or (c) upon mutual written agreement by both parties.

6. Invalidity: If any provision of this Agreement and Addendum 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 and Addendum are fully severable.

7. Applicable Law and Venue: The parties mutually understand and agree this Agreement and Addendum 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 and Addendum 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 and Addendum.

8. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement and Addendum 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 and Addendum. 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 and Addendum.

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 and Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement and Addendum shall operate only between the parties to the Agreement and Addendum, and shall inure solely to the benefit of the parties to this Agreement and Addendum.

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 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.

13. 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.

14. 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.

15. 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.

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

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

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Laramie County/Xtract Environmental Services

Signature Page

LARAMIE COUNTY, WYOMING

By: 

Chairman, Laramie County Commissioners

Date

5-3-22

ATTEST:

By: 

Laramie County Clerk

Date

5-3-22

Xtract Environmental Services:

By: 

Authorized Signature

Date

4-29-2022

REVIEWED AND APPROVED AS TO FORM ONLY

By: 

Laramie County Attorney's Office

Date

5/2/22

ABATEMENT CONTRACT

This Abatement Contract (the "Contract" or "Agreement") is made as of 4/26/2022
(the "Effective Date") by and between Lori Pallak of _____
_____, and Xtract Environmental Services

Xtract Environmental Services desires to provide abatement services to Lori Pallak
and Lori Pallak desires to obtain such services from Xtract Environmental Services.

THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on 5/18/2022, Xtract Environmental Services will provide to the property owner/representative the services described in the attached Exhibit A (final estimate) (collectively, the "Services").

2. SCOPE OF WORK. Xtract Environmental Services will provide all services, materials and labor for the abatement at the property of Lori Pallak hereinafter referred to as ("the property owner/representative") located at: _____
hereinafter referred to as ("Worksite").

This includes building and construction materials, necessary labor and site security, and all required tools and machinery needed for completion of construction.

3. PLANS, SPECIFICATIONS AND CONSTRUCTION DOCUMENTS. The property owner/representative will make available to Xtract Environmental Services all plans, specifications, reports, drawings, blueprints, and similar construction documents necessary for Xtract Environmental Services to provide the Services described herein. Any such materials shall remain the property of The property owner/representative. Xtract Environmental Services will promptly return all such materials to The property owner/representative upon completion of the Services.

4. COMPLIANCE WITH LAWS. Xtract Environmental Services shall provide the Services in a workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations, including, but not limited to all provisions of the Fair Labor Standards Act, the Americans with Disabilities Act, and the Federal Family and Medical Leave Act.

5. PAYMENT. A 30% deposit of \$ 1,709.36 will be required prior to any work activities and final payment shall be made to Xtract Environmental Services in the amount of \$ 3,988.46 upon completion of the services described in this Agreement. In addition to any other right or remedy provided by law, if the property owner/representative fails to pay for



the Services when due, Xtract Environmental Services has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Agreement and/or ds legal remedies. Furthermore, if Xtract Environmental Services doesn't receive payment within ten (10) days of the invoiced date, a 1% interest penalty shall accrue per month on the overdue amount, from the date due to the date paid.

6. OTHER PAYMENT PROVISIONS. You can pay by check, cash or card. Please call Xtract Environmental Services office for further instructions at 970-282-4333.

7. TERM. Xtract Environmental Services shall commence the work to be performed within 3 DAYS and shall complete the work on or before 5/20/2022, within reason and weather permitting, time being of the essence of this contract.

Upon completion of the project, the property owner/representative agrees to sign a Notice of Completion within ten (10) days after the completion of the contract. If the project passes its final inspection and the property owner/representative does not provide the Notice, Xtract Environmental Services may sign the Notice of Completion on behalf of the property owner/representative.

8. PERMITS. The property owner/representative shall obtain all necessary building permits. Xtract Environmental Services shall apply for and obtain any other necessary permits and licenses required by the local municipal/county government to do the work; the cost thereof shall be included as part of the Payment to Xtract Environmental Services under this Contract.

9. INSURANCE. Before work begins under this Contract, Xtract Environmental Services shall furnish certificates of insurance to the property owner/representative substantiating that Xtract Environmental Services has placed in force valid insurance covering its full liability under the Workers' Compensation laws of the State of Colorado and shall furnish and maintain general liability insurance, and builder's risk insurance for injury to or death of a person or persons, and for personal injury or death suffered in any construction related accident and property damage incurred in rendering the Services.

10. CONFIDENTIALITY. Xtract Environmental Services, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Xtract Environmental Services, or divulge, disclose, or communicate in any manner, any information that is proprietary to the property owner/representative. Xtract Environmental Services and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.



Upon termination of this Contract, Xtract Environmental Services will return to the property owner/representative all records, notes, documentation and other items that were used, created, or controlled by Xtract Environmental Services during the term of this Contract.

11. INDEMNIFICATION. With the exception that this Section shall not be construed to require indemnification by Xtract Environmental Services to a greater extent than permitted under the public policy of the State of Colorado, Xtract Environmental Services may agree to indemnify the property owner/representative against, hold it harmless from and defend the property owner/representative from all claims, loss, liability, and expense, including actual attorneys' fees, arising out of or in connection with Xtract Environmental Services' Services performed under this Contract. This indemnity shall be provided in proportionate extent to the property owner/representative's partial responsibility for the claim, damage, injury or loss, but Xtract Environmental Services shall not provide indemnity against claims or losses deemed to be caused by the sole negligence or willful misconduct of the property owner/representative or the property owner/representative's agents or employees.

12. WARRANTY. Xtract Environmental Services shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Xtract Environmental Services' community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Xtract Environmental Services on similar projects. Xtract Environmental Services shall construct the structure in conformance with the plans, specifications, and any breakdown and binder receipt signed by Xtract Environmental Services and The property owner/representative.

13. FREE ACCESS TO WORKSITE. The property owner/representative will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. Xtract Environmental Services will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation. Xtract Environmental Services also agrees to keep the Worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards.

14. UTILITIES. The property owner/representative shall provide and maintain water and electrical service, the property owner/representative shall permit Xtract Environmental Services to use, at no cost, any electrical power and water use necessary to carry out and complete the work

15. INSPECTION. The property owner/representative shall have the right to inspect all work performed under this Contract. All defects and uncompleted items shall be reported immediately. All work that needs to be inspected by an Industrial Hygienist as a condition of any government



departments or other state agency and shall be done at each necessary stage of abatement and before further construction can continue. All inspection will be done at the property owner/representative's expense.

16. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure of the property owner/representative to make a required payment when due.
- b. The insolvency of either party or if either party shall, either voluntarily or involuntarily, become a debtor of or seek protection under Title 11 of the United States Bankruptcy Code.
- c. A lawsuit is brought on any claim, seizure, lien or levy for labor performed or materials used on or furnished to the project by either party, or there is a general assignment for the benefit of creditors, application or sale for or by any creditor or government agency brought against either party.
- d. The failure of the property owner/representative to make the building site available or the failure of Xtract Environmental Services to deliver the Services in the time and manner provided for in this Agreement.

17. REMEDIES. In addition to any and all other rights a party may have available according to law of the State of Colorado, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with detail the nature of the default. The party receiving said notice shall have 30 days from the effective date of said notice to cure the default(s) or begin substantial completion if completion cannot be made in 30 days. Unless waived by a party providing notice, the failure to cure or begin curing, the default(s) within such time period shall result in the automatic termination of this Contract.

18. FORCE MAJEURE. If performance of this Contract or any obligation thereunder is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, but not be limited to, acts of God, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

19. ENTIRE AGREEMENT. This Contract contains the entire Agreement of the parties, and there are no other promises or conditions in any other contract or agreement whether oral or written concerning the subject matter of this Agreement. Any amendments must be in writing and signed by each party. This Agreement supersedes any prior written or oral agreements between the parties.

20. SEVERABILITY. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

21. AMENDMENT. This Agreement may be modified or amended in writing, if the writing is signed by each party.

22. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of Colorado, without regard to any choice of law provisions of Colorado or any other jurisdiction.

23. NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

24. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

25. SIGNATORIES. This Agreement shall be signed by The property owner/representative and on behalf of Xtract Environmental Services by Cody Gordon and shall be effective as of the date first written above.

Owner:

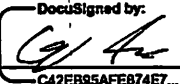
By: _____

The property owner/representative



Contractor:

Xtract Environmental Services

By:  4/26/2022
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Cody Gordon

President

