

RESTORATION/REMODELING SERVICES AGREEMENT
Between
LARAMIE COUNTY & VALLEY CONSTRUCTION OF CHEYENNE LLC

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Valley Construction of Cheyenne, LLC P.O. Box 2523, Cheyenne WY 82003 (hereinafter, "CONTRACTOR").

I. PURPOSE

This Agreement is for the provision of Restoration and Remodeling Services by CONTRACTOR for Archer Complex 1 and Archer House 2 as described in the work description, and fully incorporated herein as Attachments "A" and "B."

II. TERM

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

III. RESPONSIBILITIES OF CONTRACTOR

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

IV. RESPONSIBILITIES OF COUNTY

CONTRACTOR shall bill COUNTY by a properly executed and detailed invoice. 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. 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 Archer Complex 1 Job Description (6 pages), Archer House 2 Job Description (6 pages) and this Agreement (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 Attachments, 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; or (c) 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 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. 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.

15. 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.

16. 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.

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

18. 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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Signature Page

LARAMIE COUNTY, WYOMING

By: _____
Buck Holmes, Chairman, Laramie County Commissioners

Date _____

ATTEST:

By: _____
Debra Lee, Laramie County Clerk

Date _____

VALLEY CONSTRUCTION OF CHEYENNE LLC

By: Gerald D Harmon
Authorized Signature Gerald D Harmon c/d

Date 3/12/18

REVIEWED AND APPROVED AS TO FORM ONLY

By: [Signature]
Gladys Ayokosok, Laramie County Attorney

Date 3/15/18



VALLEY CONSTRUCTION OF CHEYENNE LLC

VALLEY CONSTRUCTION OF CHEYENNE LLC
P O BOX 2523
CHEYENNE WY. 82003

Client: Archer complex 1

Operator: HEATHER

Type of Estimate: <NONE>

Date Entered: 2/7/2018

Date Assigned:

Price List: WYCH8X_NOV17

Labor Efficiency: Restoration/Service/Remodel

Estimate: 2018-02-07-1138

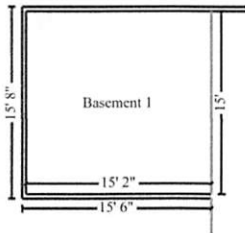


VALLEY CONSTRUCTION OF CHEYENNE LLC

VALLEY CONSTRUCTION OF CHEYENNE LLC
P O BOX 2523
CHEYENNE WY. 82003

2018-02-07-1138

Main Level



Basement 1

Height: 8'

362.67 SF Walls	227.50 SF Ceiling
590.17 SF Walls & Ceiling	227.50 SF Floor
25.28 SY Flooring	45.33 LF Floor Perimeter
45.33 LF Ceil. Perimeter	

Missing Wall

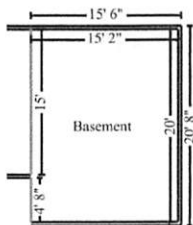
15' X 8'

Opens into BASEMENT_1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
15. Add for personal protective equipment (hazardous cleanup)	6.00 EA	0.00	10.89	2.62	67.96
16. Hazardous Waste/Mold Cleaning Technician - per hour	14.00 HR	0.00	66.73	0.00	934.22
17. Clean the walls and ceiling - Heavy	590.17 SF	0.00	0.33	0.35	195.11
18. HEPA Vacuuming - Detailed - (PER SF)	590.17 SF	0.00	0.79	0.00	466.23
19. Apply anti-microbial agent to the walls and ceiling	590.17 SF	0.00	0.24	1.06	142.70
20. Floor leveling cement - Light	227.50 SF	0.00	1.65	9.56	384.94
21. seal floor	227.50 SF	0.00	0.55	1.64	126.77

Totals: Basement 1

15.23 2,317.93



Basement

Height: 8'

402.67 SF Walls	303.33 SF Ceiling
706.00 SF Walls & Ceiling	303.33 SF Floor
33.70 SY Flooring	50.33 LF Floor Perimeter
50.33 LF Ceil. Perimeter	

Missing Wall

15' X 8'

Opens into BASEMENT_

Missing Wall

4' 8" X 8'

Opens into Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Add for personal protective equipment (hazardous cleanup)	6.00 EA	0.00	10.89	2.62	67.96
2. Hazardous Waste/Mold Cleaning Technician - per hour	14.00 HR	0.00	66.73	0.00	934.22
4. Clean the walls and ceiling - Heavy	706.00 SF	0.00	0.33	0.42	233.40

2018-02-07-1138

2/7/2018

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VALLEY CONSTRUCTION OF CHEYENNE LLC

VALLEY CONSTRUCTION OF CHEYENNE LLC
P O BOX 2523
CHEYENNE WY. 82003

CONTINUED - Basement

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
6. HEPA Vacuuming - Detailed - (PER SF)	706.00 SF	0.00	0.79	0.00	557.74
7. Apply anti-microbial agent to the walls and ceiling	706.00 SF	0.00	0.24	1.27	170.71
9. Floor leveling cement - Light	303.33 SF	0.00	1.65	12.74	513.23
14. seal floor	303.33 SF	0.00	0.55	2.18	169.01
Totals: Basement				19.23	2,646.27
Total: Main Level				34.46	4,964.20
Line Item Totals: 2018-02-07-1138				34.46	4,964.20

Grand Total Areas:

765.33 SF Walls	530.83 SF Ceiling	1,296.17 SF Walls and Ceiling
530.83 SF Floor	58.98 SY Flooring	95.67 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	95.67 LF Ceil. Perimeter
530.83 Floor Area	563.17 Total Area	765.33 Interior Wall Area
889.67 Exterior Wall Area	103.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



VALLEY CONSTRUCTION OF CHEYENNE LLC

VALLEY CONSTRUCTION OF CHEYENNE LLC
P O BOX 2523
CHEYENNE WY. 82003

Summary

Line Item Total	4,929.74
Material Sales Tax	34.46
Replacement Cost Value	\$4,964.20
Net Claim	\$4,964.20



VALLEY CONSTRUCTION OF CHEYENNE LLC

VALLEY CONSTRUCTION OF CHEYENNE LLC
P O BOX 2523
CHEYENNE WY. 82003

Recap of Taxes

	Material Sales Tax (6%)	Manuf. Home Tax (6%)	Storage Rental Tax (6%)
Line Items	34.46	0.00	0.00
Total	34.46	0.00	0.00



VALLEY CONSTRUCTION OF CHEYENNE LLC

VALLEY CONSTRUCTION OF CHEYENNE LLC
P O BOX 2523
CHEYENNE WY. 82003

Recap by Room

Estimate: 2018-02-07-1138

Area: Main Level

Basement 1

2,302.70 46.71%

Basement

2,627.04 53.29%

Area Subtotal: Main Level

4,929.74 100.00%

Subtotal of Areas

4,929.74 100.00%

Total

4,929.74 100.00%



VALLEY CONSTRUCTION OF CHEYENNE LLC

VALLEY CONSTRUCTION OF CHEYENNE LLC
P O BOX 2523
CHEYENNE WY. 82003

Recap by Category

Items	Total	%
CLEANING	427.74	8.62%
FLOOR COVERING - WOOD	875.87	17.64%
HAZARDOUS MATERIAL REMEDIATION	3,023.09	60.90%
PAINTING	291.96	5.88%
WATER EXTRACTION & REMEDIATION	311.08	6.27%
Subtotal	4,929.74	99.31%
Material Sales Tax	34.46	0.69%
Total	4,964.20	100.00%



VALLEY CONSTRUCTION OF CHEYENNE LLC

VALLEY CONSTRUCTION OF CHEYENNE LLC
P O BOX 2523
CHEYENNE WY. 82003

307-635-5460

Client: Archer House 2

Operator: HEATHER

Type of Estimate: <NONE>

Date Entered: 2/7/2018

Date Assigned:

Price List: WYCH8X_NOV17

Labor Efficiency: Restoration/Service/Remodel

Estimate: 2018-02-07-1445

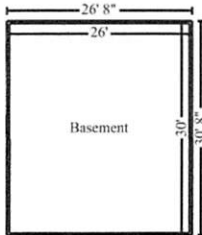


VALLEY CONSTRUCTION OF CHEYENNE LLC

VALLEY CONSTRUCTION OF CHEYENNE LLC
P O BOX 2523
CHEYENNE WY. 82003

2018-02-07-1445

Main Level



Basement

Height: 8'

896.00 SF Walls	780.00 SF Ceiling
1,676.00 SF Walls & Ceiling	780.00 SF Floor
86.67 SY Flooring	112.00 LF Floor Perimeter
112.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Add for personal protective equipment (hazardous cleanup)	6.00 EA	0.00	10.89	2.62	67.96
2. Hazardous Waste/Mold Cleaning Technician - per hour	14.00 HR	0.00	66.73	0.00	934.22
4. Clean the walls and ceiling - Heavy	1,676.00 SF	0.00	0.33	1.01	554.09
6. HEPA Vacuuming - Detailed - (PER SF)	1,676.00 SF	0.00	0.79	0.00	1,324.04
7. Apply anti-microbial agent to the walls and ceiling	1,676.00 SF	0.00	0.24	3.02	405.26
9. Floor leveling cement - Light	780.00 SF	0.00	1.65	32.76	1,319.76
11. seal floor	780.00 SF	0.00	0.55	5.62	434.62
13. Haul debris - p	1.00 EA	134.98	0.00	0.00	134.98
14. Single axle dump truck - per load - including dump fees	1.00 EA	232.42	0.00	0.00	232.42
Totals: Basement				45.03	5,407.35
Total: Main Level				45.03	5,407.35
Line Item Totals: 2018-02-07-1445				45.03	5,407.35

Grand Total Areas:

896.00 SF Walls	780.00 SF Ceiling	1,676.00 SF Walls and Ceiling
780.00 SF Floor	86.67 SY Flooring	112.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	112.00 LF Ceil. Perimeter
780.00 Floor Area	817.78 Total Area	896.00 Interior Wall Area
1,032.00 Exterior Wall Area	114.67 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



VALLEY CONSTRUCTION OF CHEYENNE LLC

VALLEY CONSTRUCTION OF CHEYENNE LLC
P O BOX 2523
CHEYENNE WY. 82003

Summary

Line Item Total	5,362.32
Material Sales Tax	45.03
Replacement Cost Value	\$5,407.35
Net Claim	\$5,407.35



VALLEY CONSTRUCTION OF CHEYENNE LLC

VALLEY CONSTRUCTION OF CHEYENNE LLC
P O BOX 2523
CHEYENNE WY. 82003

Recap of Taxes

	Material Sales Tax (6%)	Manuf. Home Tax (6%)	Storage Rental Tax (6%)
Line Items	45.03	0.00	0.00
Total	45.03	0.00	0.00



VALLEY CONSTRUCTION OF CHEYENNE LLC

VALLEY CONSTRUCTION OF CHEYENNE LLC
P O BOX 2523
CHEYENNE WY. 82003

Recap by Room

Estimate: 2018-02-07-1445

Area: Main Level
Basement

5,362.32 100.00%

Area Subtotal: Main Level

5,362.32 100.00%

Subtotal of Areas

5,362.32 100.00%

Total

5,362.32 100.00%



VALLEY CONSTRUCTION OF CHEYENNE LLC

VALLEY CONSTRUCTION OF CHEYENNE LLC
P O BOX 2523
CHEYENNE WY. 82003

Recap by Category

Items	Total	%
CLEANING	553.08	10.23%
GENERAL DEMOLITION	367.40	6.79%
FLOOR COVERING - WOOD	1,287.00	23.80%
HAZARDOUS MATERIAL REMEDIATION	2,323.60	42.97%
PAINTING	429.00	7.93%
WATER EXTRACTION & REMEDIATION	402.24	7.44%
Subtotal	5,362.32	99.17%
Material Sales Tax	45.03	0.83%
Total	5,407.35	100.00%