

WINDOW CLEANING AGREEMENT BETWEEN LARAMIE COUNTY, WYOMING AND HIGH PLAINS HIGH RISE

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and High Plains High Rise, P.O. Box 21488 Cheyenne, Wyoming 82003 ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is for CONTRACTOR clean windows for all the Laramie County buildings 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 \$7,620.00 the first year and \$5020.00 the second year to provide labor and materials to clean exterior windows, restore windows and frames as described in Attachment A of the attached Agreement. 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 her 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 window cleaning 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 window cleaning 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. 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.

C. 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.

7 D. Entire Agreement: This Agreement and Attachment A (8 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.

E. 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.

F. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

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**LARAMIE COUNTY, WYOMING
HIGH PLAINS HIGH RISE**

Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
K. N. Buck Holmes, Chairman, Laramie County Commissioners

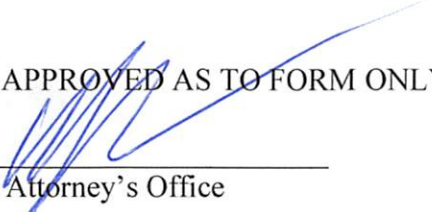
ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: High Plains High Rise

By: ~~_____~~ REQUEMAN UJLA Date 5/7/18
Title: OWNER

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 5/8/18
Laramie County Attorney's Office



High Plains High Rise
P.O. Box 21488
WY 82003
307-274-6441
hphrwindows@yahoo.com

Bid

Date	Bid #
4/18/2018	309W.20th#1

Name / Address
Laramie County Government Complex 309 W. 20th Street Suite 1900 Cheyenne, WY 82001

			Project
Description	Qty	Rate	Total
Cost of Materials and Labor to restore windows and frames of all 1st story windows and clean all exterior glass surfaces of all 3 stories. \$5,340 -20% discount added per 2 yr. contract, if contract is breached the remaining 20% will be invoiced by High Plains High Rise Window Cleaning and paid in full by Laramie County Government Complex. Adjusted Price \$4,450 <i>year 1</i> Restoration process includes: #1 Clean window of all debris, dirt, and foreign substances. #2 Removal of Hard water deposits #3 Removal of Oxidation #4 Clean window of chemicals #5 Add a nano-sealant to protect window. As long as High Plains High Rise Window Cleaning are maintenance cleaning the windows at a recommended two times per year, any further hard water and oxidation issues will be resolved free of charge. Cost to maintenance clean windows. <i>year 2</i> \$2,500		4,450.00	4,450.00
Thank you for your business.			



High Plains High Rise
P.O. Box 21488
WY 82003
307-274-6441
hphrwindows@yahoo.com

Bid

Date	Bid #
4/18/2018	310W.19th#2

Name / Address
Laramie County Government Complex Old 310 W. 19th Street Cheyenne, WY. 82001

			Project
Description	Qty	Rate	Total
Cost of Materials and Labor to restore windows and frames of all 1st story windows and clean all exterior glass surfaces of all 3 stories. \$2,220 -20% discount added per 2 yr. contract, if contract is breached the remaining 20% will be invoiced by High Plains High Rise Window Cleaning and paid in full by Laramie County Government Complex. Adjusted Price \$1,850 - Year 1		1,850.00	1,850.00
Restoration process includes: #1 Clean window of all debris, dirt, and foreign substances. #2 Removal of Hard water deposits #3 Removal of Oxidation #4 Clean window of chemicals #5 Add a nano-sealant to protect window. As long as High Plains High Rise Window Cleaning are maintenance cleaning the windows at a recommended two times per year, any further hard water and oxidation issues will be resolved free of charge. Cost to maintenance clean windows. \$1,200 Year 2			
Thank you for your business.			



High Plains High Rise
P.O. Box 21488
WY 82003
307-274-6441
hphrwindows@yahoo.com

Bid

Date	Bid #
4/23/2018	ArcherComp1

Name / Address
Laramie County Government Complex 309 W. 20th Street Suite 1900 Cheyenne, WY 82001

			Project
Description	Qty	Rate	Total
Cost of Materials and Labor to clean exterior windows of the following locations.		0.00	0.00
Government/ Planning building 3966 Archer Pkwy. \$300			
EMA/ CORNER 3962 Archer PKWY \$140			
Shooting Sports Building 13802 Bullseye BLVD \$200			
Public Works 13797 Prairie Center Cir. Archer \$230			
City/County Health Department 100 Central Avenue \$450			
Added Notes: Any Hard water deposits on first floor of all buildings will be removed free of charge, and any future issues of hard water deposits as well.			
Cost for all Buildings 1-Year. \$7,620.00			
Cost for all Buildings 2-Year \$5,020.00			

Thank you for your business.

Exhibit B

Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 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 **\$2,000,000** per occurrence. 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.

2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation:** as required by the State of Wyoming with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate. *(If applicable – see footnote next page)*

If the contractor maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The COUNTY, its officers, officials, employees and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor 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).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance of self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of COUNTY.

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 COUNTY 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 COUNTY has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract work.***

3. If coverage is cancelled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to* the contract effective date, the contractor must purchase “extended reporting” coverage for a minimum of *five (5)* years after completion of work.

Verification of Coverage

Contractor shall furnish the COUNTY with 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 the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Note: Professional liability insurance coverage is normally required if the Contractor is providing a professional service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc.). However, other professional Contractors, such as computer or software designers, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk management or insurance advisors.