

AGREEMENT TO INSTALL RV PARK SHOWER
Between
LARAMIE COUNTY and HIGH WEST WIRING

THIS AGREEMENT is made and entered into by and between the Laramie County Events Department 3967 Archer Parkway, Cheyenne Wyoming 82009, ("COUNTY") and High West Wiring, 6270 Co Rd 212, Pine Bluffs, Wyoming 82082 ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is for the installation of an RV park shower at the Laramie County Fairground by High West Wiring as described in the Electrical Bid Sheet Proposal dated June 11, 2019.

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 are terminated as provided herein.

III. RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall provide and complete the services described in the Proposal Scope of Work HW19-222 dated June 11, 2019, attached hereto and fully incorporated herein.

IV. MODIFICATIONS

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

"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)."

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 7/15/19
Director, Laramie County Events Department

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

ATTEST:


By: _____ Date _____
Clerk, Laramie County

CONTRACTOR: HIGH WEST WIRING

By:  Date 7/15/19

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  Date 7/22/19
Gladys Ayokosok, Deputy Laramie County Attorney

DATE: June 11, 2019

Electrical Bid Sheet

PROPOSAL



We hereby submit specifications and estimates for:

Laramie County Fair
3967 Archer Parkway
Cheyenne, WY 82009

Project: RV PARK SHOWER

SCOPE OF WORK - HW19-222

1. Trench 60' from service to pedestal
2. Install #2 Quad URD wire
3. Install 30amp/50amp/120v GFCI on wooden pedestal
4. Install 100amp breaker
5. All installations and grounding will be per NEC Code

Total Project Investment	\$1,821.00
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Exclusions: Any permits required by the local authority having jurisdiction
Any unforeseen issues not seen at the time of walk-through
Any changes to the plan discussed

PAYMENT INFORMATION:

Payment to be made as follows:

50% Down

Percentages of work completed on a monthly basis upon labor and material provided. At completion of the project a final invoice will be sent, and payment is due upon receipt.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to local codes. Any alteration or deviation from above specified specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Our workers are fully covered by Workman's Compensation Insurance.

Authorized by John Marsh, Master Electrician

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Date of Acceptance: 6/11/19

Signature: 