

## FORM OF AGREEMENT

**THIS AGREEMENT** is made and effective as of June 12, 2018 between **CAMPBELL COUNTY SCHOOL DISTRICT** ("Owner") and **Paintbrush Services** ("Contractor") for contract work described generally as the District Disposal Services **Project** and described in detail as stated below.

**OWNER AND CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **ARTICLE 1. WORK**

- 1.1 **CONTRACTOR** shall complete all work as specified or indicated in the Contract Documents. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **WORK** as described in Exhibit A.
- 1.2 In connection with the work to be performed, **CONTRACTOR**, at his expense, shall procure all necessary permits and licenses and agrees to comply with all laws, ordinances, codes, and regulations applicable to the performance of the work hereunder.

### **ARTICLE 2. CONTRACT TIME**

- 2.1 **CONTRACTOR** agrees to begin work on or after upon receipt of notice to proceed, and complete the contract on or before June 30, 2021, time being of the essence.

### **ARTICLE 3. CONTRACT PRICE**

- 3.1 For full and complete performance, **OWNER** agrees to pay **CONTRACTOR** the sum of \$172,809.00 payable in accordance with the terms hereof and to the satisfaction of the **OWNER**.

### **ARTICLE 4. PAYMENT PROCEDURES**

- 4.1 **CONTRACTOR** shall submit Draw Requests to Campbell County School District, Attn: Alyssa Ballou, P.O. Box 3033, Gillette, Wyoming, 82717-3033.

### **ARTICLE 5. CONTRACTOR'S REPRESENTATIONS**

- 5.1 **CONTRACTOR** has familiarized itself with the nature and extent of the Contract Documents, Work, Site, Locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 5.2 **CONTRACTOR** agrees to perform all the Work described in the Contract Documents.

- 5.3 CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Work as described in the Contract Documents.

**ARTICLE 6. CHANGES IN WORK**

- 6.1 The OWNER may order changes in the work, the Contract sum being adjusted accordingly. All such orders and adjustments shall be in writing and subject to the terms and conditions of this Contract. Claims by the CONTRACTOR for extra cost must be made in writing to the OWNER'S representative and approved by OWNER before executing the work involved.

**ARTICLE 7. CONTRACT DOCUMENTS**

- 7.1 The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following.
1. Invitation for Bids
  2. Instructions to Bidders
  3. General Conditions
  4. Technical Specifications
  5. Addenda, and Bid Form
  6. Form of Agreement
  7. Notice of Award
  8. Certificate of Insurance
  9. Notice to Proceed
  10. Form of Bid

**ARTICLE 8. CONTRACTOR'S FAILURE TO PROSECUTE WORK.**

- 8.1 Should CONTRACTOR neglect to prosecute the work properly, or fail to perform any provision of the Contract, the OWNER after seven days written notice to the CONTRACTOR, may, without prejudice to any other remedy it may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due CONTRACTOR or, at its option, may terminate the Contract. If the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be to CONTRACTOR, but if such expense exceeds such unpaid balance, CONTRACTOR shall pay the difference to the OWNER.

**ARTICLE 9. DEFECTIVE WORK**

- 9.1 No payment, in whole or in part, shall be deemed a waiver of any defect in materials or workmanship, and the OWNER reserves the right to withhold payment pending inspection of the work performed by CONTRACTOR. Notwithstanding payment by OWNER of the sums due hereunder or failure of the OWNER to discover or reject defective material and workmanship, the CONTRACTOR shall re-execute any work that fails to conform to the requirements of the contract and that appears during the progress of the work and shall remedy any defects due to faulty materials or workmanship which appear within a period of one year from the date of completion of the contract. The provisions of this article apply to work done by subcontractors as well as work done by direct employees of the CONTRACTOR.

#### **ARTICLE 10. INDEPENDENT CONTRACTOR**

- 10.1 CONTRACTOR shall at all time be an INDEPENDENT CONTRACTOR in performing the work under this Contract including any additions thereon and shall furnish all supervision and direction required to complete the work.
- 10.2 The CONTRACTOR is responsible for all state and federal taxes on payments earned under the agreement and on the earnings paid to any workers hired by the CONTRACTOR.

#### **ARTICLE 11. ASSIGNMENT AND SUBCONTRACTS**

- 11.1 The CONTRACTOR shall not assign his interest in this contract nor sublet nor subcontract any portion of the work. The CONTRACTOR agrees to bind every subcontractor approved by the OWNER to all of the terms and conditions of this agreement. The CONTRACTOR agrees that he is fully responsible to the OWNER for the acts and omissions of his subcontractor, as CONTRACTOR is for the acts and omissions of himself and of persons directly employed by him.

#### **ARTICLE 12. INDEMNIFICATION**

- 12.1 CONTRACTOR agrees to indemnify and save harmless OWNER, and any of its affiliated companies from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and/or expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from the performance of work hereunder by CONTRACTOR or his employees, agents, servants, associates or subcontractors however such injuries or death or damage to property may be caused.

#### **ARTICLE 13. WAIVER OF CLAIMS, LIENS, ETC.**

- 13.1 CONTRACTOR, individually and on behalf of his subcontractors, materialmen and workers hereby waives and agrees to indemnify and save harmless the OWNER from all attachments, claims, and liens against OWNER and OWNER's property by reason of labor or materials or both, furnished under this CONTRACT.

#### **ARTICLE 14. MISCELLANEOUS**

- 15.1 OWNER and CONTRACTOR acknowledge that this Agreement is subject to the "Preference for State Laborers" as provided in Wyoming Statute per Wyoming Statute § 16-6-203 et.seq. Said Statute requires, in part, that "Wyoming labor be used except other laborers may be used when Wyoming laborers are not available for the employment from within the state or are not qualified to perform the work involved." CONTRACTOR, by signing this Agreement, specifically acknowledges the requirements of Wyoming Statute § 16-6-203 and pursuant to said statute, CONTRACTOR agrees that it shall use Wyoming laborers as required.

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**Form of Agreement**

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this **AGREEMENT** in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This **AGREEMENT** will be effective on June 12, 2018

**CONTRACTOR** Paintbrush Services

By \_\_\_\_\_

Title \_\_\_\_\_

Attest \_\_\_\_\_

**OWNER** Campbell County School District No. 1

By \_\_\_\_\_

Title District Representative -

Attest \_\_\_\_\_