

**AGREEMENT TO PROVIDE DESIGN SERVICES FOR ARCHER EVENTS STORAGE
BUILDING AND HORSE BARNs**

Between

LARAMIE COUNTY, WYOMING AND STASIS DESIGN P.C.

This service Agreement (hereinafter Agreement) is made and entered into by and between Laramie County, Wyoming, 309 W. 20th Street, Cheyenne, Wyoming, 82003 ("COUNTY") and Stasis Design P.C., 2232 Dell Range Blvd, Suite 303, Cheyenne, Wyoming 82009 ("CONSULTANT"). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to provide professional design services to Laramie County, Wyoming in connection with the design of the new Archer Storage Building and Horse Barns.

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 force until completely performed not to extend past November 1, 2025.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall pay CONSULTANT a sum not exceeding \$108,850.00, unless otherwise negotiated by both parties. Payment will be made upon receipt of the CONSULTANT's invoice to the COUNTY in accordance with the CONSULTANTS payment schedule. No payment shall be made before the last signature is affixed to this Agreement. Payment shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. RESPONSIBILITIES OF CONSULTANT

- A. CONSULTANT shall provide and complete the services described in the RFP, General Scope of Services for: Archer Storage Building and Horse Barns, attached and incorporated herein as "Attachment A" for the agreed sum in the Fee Proposal, attached hereto and fully incorporated herein as "Attachment B".
- B. CONSULTANT agrees to retain all required records for three (3) years after the COUNTY makes final payment and all other matters relating to the Agreement are concluded. CONSULTANT agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONSULTANT, which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed and understood that finished or unfinished documents, data or reports, prepared by the CONSULTANT under this contract shall be considered the property of the COUNTY and upon completion of the services

performed, or upon termination of this Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.

- C. CONSULTANT agrees to comply with all applicable federal and state statutes and regulations as well as local ordinances.

VI. GENERAL PROVISIONS

1. Independent CONSULTANT: The services to be performed by CONSULTANT are those of an independent CONSULTANT and not as an employee of COUNTY. CONSULTANT is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONSULTANT 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. CONSULTANT is free to perform the same or similar services for others.
2. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONSULTANT 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.
3. 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.
4. Entire Agreement: This Agreement (10 pages) Request For Proposal (7 pages), attached and incorporated herein as "Attachment A", and Fee Proposal (25 pages), attached and incorporated herein as "Attachment B", represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.
5. 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.
6. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.
7. 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.

8. 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 the CONSULTANT and to the COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive the COUNTY's governmental immunity as provided in this Agreement.
9. Non-Discrimination: The CONSULTANT shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyoming Statute § 27-9-105 *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations, thereto and shall not discriminate against any individual on the grounds of age, sex, color, races, religions, national origin, or disability in connection with the performance under this Agreement.
10. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to 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.
11. 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.
12. Indemnification: To the fullest extent permitted by law, the CONSULTANT agrees to indemnify and hold harmless the COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands, and expenses to the extent they are caused by the CONSULTANT'S negligence, errors or omissions in connection with work performed by or on behalf of CONSULTANT for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONSULTANT shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.
13. 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.

14. Conflict of Interest: COUNTY and CONSULTANT affirm, to their knowledge, no CONSULTANT employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONSULTANT, 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: The 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 CONSULTANT the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONSULTANT 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 the COUNTY in the event this provision is exercised, and the 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. Compliance with Law: CONSULTANT shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.
19. Assumption of Risk: The CONSULTANT shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state and federal requirements. Laramie County shall notify CONSULTANT of any state or federal determination of noncompliance.
20. Environmental Policy Acts: The CONSULTANT agrees with all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National

Environmental Policy Act, and other related provisions of federal environment protection laws, rules or regulations.

21. Human Trafficking: As required by 22 U.S.C. 7104 (g) and 2 C.F.R. Part 175, this Agreement may be terminated without penalty if a private entity receives funds under this Agreement:
 - a. Engages in severe forms of trafficking in persons during the period of time that this award is in effect;
 - b. Procures a commercial sex act during the period of time that the award is in effect; or
 - c. Uses forced labor in the performance of the award of subawards under this contract.
22. Kickbacks: The CONSULTANT certifies and warrants that no gratuities, kickbacks, 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. If the CONSULTANT breaches or violates this warranty, COUNTY may, at its discretion, terminate this Agreement without liability to COUNTY, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
23. Monitoring Activities: The COUNTY shall have the right to monitor all activities related to his Agreement that are performed by the CONSULTANT or its sub-CONSULTANTS. This shall include, but not limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of the related work.
24. Professional Registration: The CONSULTANT shall endorse, as required by law, plans and reports prepared under this Agreement, and shall affix thereto his or her seal of professional registration, showing that he or she is licensed to practice in the State of Wyoming.
25. Suspension and Debarment: By signing this Agreement, the CONSULTANT certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the debarred vendors list. Further, the CONSULTANT agrees to notify COUNTY by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Agreement.

26. Insurance: The CONSULTANT shall obtain insurance, and provide certificates and policies, to the COUNTY's satisfaction and subject to requirements substantially similar to those set out on page 21 of the Fee Proposal (Attachment B).

27. 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 CONSULTANT, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONSULTANT 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.

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Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONSULTANT: Stasis Design P.C.

By:  _____ Date 5/21/24
Name: JOSHUA SCHMOT
Title: PRINCIPAL

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

REVIEWED AND APPROVED AS TO FORM ONLY:

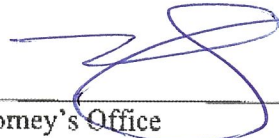
By:  _____ Date 6/13/24
County Attorney's Office

Exhibit 5
Insurance Requirements for Construction Contracts

Consultant shall procure and maintain for the duration of the contract, *and for five years thereafter*, 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 by the Consultant, 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 **\$1,000,000** 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:** Insurance Service Office Form Number CA 0001 covering Code 1 (any auto), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

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

4. **Builder's Risk (Course of Construction)** insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

5. **Surety Bonds:** Not required.

6. **Professional Liability** (if Design/Build) with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 policy aggregate.

7. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains higher limits than the minimums shown above, the Entity 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 Entity.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by Entity.

Other Insurance Provisions

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

1. **The Entity, 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 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 and automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contract's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used.)

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

3. Each insurance policy required by this clause shall provide that coverage shall not be cancelled, except with notice to the Entity.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the Entity as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the Entity, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation, and testing at the Entity's site.

Claims Made Policies

If any of the coverage required is written on claims-made coverage form:

1. The retroactive date must be shown, and must be before the date the execution 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, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the Entity for review.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

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 Entity.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable insurance language effecting coverage required by this contract. All certificates and endorsements are to be received and approved the Entity 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 Entity reserves the right to require copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on

insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.