



## SERVICES AGREEMENT

This Services Agreement (Agreement) made and entered into the day and year set forth in the Agreement Period section below by and between the Laramie County, Wyoming Government (County) and TigerTree, Inc., a(n) Wyoming corporation (Service Provider). This project is being funded with IRA Urban and Community Forestry funds (AEL 10.727), see Terms and Conditions, attached hereto as Exhibit D, consisting of ten (10) pages, and incorporated by this reference.

### WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Service. The Service Provider agrees to provide Services in accordance with the Scope of Services (Services) attached as Exhibit A, consisting of four (4) pages and incorporated herein. Irrespective of references in to named third parties in this Agreement and its Exhibits, the Service Provider shall be solely responsible for performance of all duties hereunder.
2. Changes. The County may, at any time during the term of the Agreement, make changes to the Agreement. Such changes shall be agreed upon in writing by the parties.
3. Agreement Period. Agreement shall commence upon the execution of this document, (the Effective Date) and shall continue in full force and effect until September 30, 2026, or sooner, upon full completion of the project and acceptance by the County.
4. Early Termination by County. Notwithstanding the time periods contained herein, the County may terminate this Agreement at any time without cause or penalty by providing at least ten (10) calendar days written notice of termination to the Service Provider.

In the event of early termination by the County, the Service Provider shall be paid for Services rendered up to the date of termination, subject to the satisfactory performance of the Service Provider's obligations under this Agreement. Service Provider shall submit a final invoice within ten (10) calendar days of the effective date of termination. Payment shall be the Service Provider's sole right and remedy for termination.



5. Notices. All notices provided under this Agreement shall be effective immediately when emailed or three (3) business days from the date of the notice when mailed to the following addresses:

Service Provider:	County:	Copy to:
TigerTree, Inc.	Laramie County	Laramie County
Attn: Jeffrey Smith	Attn: John Poelma	Attn: Procurement Dept.
110 Howe Road	310 W 19 <sup>th</sup> St Suite 410	310 W 19 <sup>th</sup> Ste Suite 410
Laramie, WY 82070	Cheyenne, WY 82001	Cheyenne, WY 82001
<a href="mailto:jeff@tigertreeinc.com">jeff@tigertreeinc.com</a>	<a href="mailto:John.poelma@laramiecountywy.gov">John.poelma@laramiecountywy.gov</a>	<a href="mailto:Jd.mccune@laramiecountywy.gov">Jd.mccune@laramiecountywy.gov</a>

All notices under this Agreement shall be written.

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.

6. Compensation. In consideration of the Services to be performed pursuant to this Agreement, the County agrees to pay the Service Provider the not to exceed amount of Sixty Eight Thousand One Hundred Ninety-Five Dollars (\$68,195) in accordance with Exhibit B, consisting of one (1) page, attached and incorporated herein. Monthly partial payments based upon the Service Provider's billings and itemized statements are permissible. The amounts of all such partial payments shall be based upon the Service Provider's County-verified progress in completing the Services to be performed pursuant hereto and upon the County's approval of the Service Provider's actual reimbursable expenses. Final payment shall be made following acceptance of the Services by the County.

Invoices shall be emailed to the County Project Manager. The cost of the work completed shall be paid to the Service Provider following the submittal of a correct, itemized invoice by the Service Provider. Pursuant to W.S. § 39-15-101, as amended, the County is exempt from paying many taxes. The County reserves the right to object to any itemized taxes or tariffs to be split by the parties.

Invoices shall be emailed or mailed to the County Project Manager as defined in Section 13. The cost of the work completed shall be paid to the Service Provider following the submittal of a correct, itemized invoice by the Service Provider.

Payments shall be in accordance with W.S. § 16-6-602 (as amended), and the County shall pay all corrected and approved invoices within forty-five (45) days.

7. Indemnification. The Service Provider shall indemnify, defend, and hold harmless the County and its officers and employees, to the maximum extent permitted under Wyoming law, against



and from any and all actions, suits, claims, demands, or liability of any character whatsoever claimed by the Service Provider or third parties against the County arising out of or related to this Agreement (including but not limited to contract, tort, intellectual property, accessibility, or otherwise). This obligation extends to reimbursement of the County's defense costs and reasonable attorney fees.

8. Insurance. The Service Provider shall maintain insurance in accordance with Exhibit C, consisting of one (1) page, attached and incorporated herein.
9. Appropriation. 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 Service Provider, the Agreement may be terminated by the County at the end of the period for which funds are available. The County shall notify Service Provider 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 the County knows of the shortage at least thirty (30) days in advance. No penalty shall be accrued to the County in the event this provision is carried out, 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.
10. Project Instruments and License.
  - a. Upon execution of this Agreement, the Service Provider grants to the County an irrevocable, unlimited and royalty free license to use any and all sketches, drawings, as-builts, specifications, designs, blueprints, data files, calculations, studies, analysis, renderings, models, plans, reports, and other deliverables (Project Instruments), in any form whatsoever and in any medium expressed, for purposes of constructing, using, maintaining, altering and adding to the project, provided that the County substantially performs its obligations under the Agreement. The license granted hereunder permits the County and third parties reasonably authorized by the County to reproduce applicable portions of the Project Instruments for use in performing the Services or construction for the project. In addition, the license granted hereunder shall permit the County and third parties reasonably authorized by the County to reproduce and use the Project Instruments for similar projects, provided however, in such event the Service Provider shall not be held responsible for the design to the extent the County deviates from the Project Instruments. This license shall survive termination of the Agreement by default or otherwise.
  - b. Upon payment of each invoice, associated Project Instruments rendered by the Service Provider shall become the County's property. The Service Provider shall provide the County with the Project Instruments in electronic format in a mutually agreed upon file type.



11. County Project Manager. The County will designate, before commencement of the Services, the County Project Manager who shall make, within the scope of their authority, all necessary and proper decisions with reference to the Services provided under this Agreement. All requests for contract interpretations, change order, and other clarification or instruction shall be directed to the County Project Manager.

The initial County Project Manager for this Agreement is John Poelma and can be reached at [john.poelma@laramiecountywy.gov](mailto:john.poelma@laramiecountywy.gov). The County Project Manager is subject to change by the County.

12. Independent Contractor. The services to be performed by Service Provider are those of an independent contractor and not as an employee of the County. The Service Provider is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. The Service Provider 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. The Service Provider is free to perform the same or similar services for others.
13. Personal Services. It is understood that the County enters into this Agreement based on the special abilities of the Service Provider and that this Agreement shall be considered as an Agreement for personal services. Accordingly, the Service Provider shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the County.
14. Subcontractors/Subconsultants. The Service Provider may not subcontract any of the Services without the prior written consent of the County, which shall not be unreasonably withheld. If any of the Services is subcontracted hereunder, with the consent of the County, then the following provisions shall apply:
  - a. the subcontractor must be a reputable, qualified firm with an established record of successful performance in its respective trade performing identical or substantially similar work;
  - b. the subcontractor will be required to comply with all applicable terms of this Agreement;
  - c. the subcontract will not create any contractual relationship between any such subcontractor and the County, nor will it obligate the County to pay or see to the payment of any subcontractor; and
  - d. the work of the subcontractor will be subject to inspection by the County to the same extent as the work of the Service Provider.

The Service Provider shall require all subcontractor/subconsultants performing Services hereunder to maintain insurance coverage naming the County as an additional insured under



this Agreement and Exhibit C, consisting of one (1) page, attached and incorporated herein. The Service Provider shall maintain a copy of each subcontractor's/subconsultant's certificate evidencing the required insurance. Upon request, the Service Provider shall promptly provide the County with a copy of the certificate(s).

The Service Provider shall be responsible for any liability directly or indirectly arising out of the Services performed under this Agreement by a subcontractor/subconsultant, which liability is not covered by the subcontractor/subconsultant's insurance.

15. Acceptance Not Waiver. The County's approval of Project Instruments furnished hereunder shall not in any way relieve the Service Provider of responsibility for the quality or technical accuracy of the Services. The County's approval or acceptance of, or payment for, any of the Services shall not be construed to operate as a waiver of any rights or benefits provided to the County under this Agreement.
16. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail to or refuse to perform according to the terms of this Agreement, that party may be declared in default upon notice.
17. Remedies. In the event a party has been declared in default, that defaulting party shall be allowed a period of ten (10) calendar days from the date of notice within which to cure said default. In the event the default remains uncorrected at the sole discretion of the County, the party declaring default may elect to:
  - a. terminate the Agreement and seek damages;
  - b. treat the Agreement as continuing and require specific performance; or
  - c. avail themselves of any other remedy at law or equity.

In the event of a dispute between the parties regarding this Agreement, each party shall bear its own attorney fees and costs, except as provided for in the Indemnification and Technology Accessibility sections.

18. Entire Agreement; Binding Effect; Authority to Execute. This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties regarding this transaction and the matter recited herein. This Agreement supersedes any prior agreements, promises, or understandings as to the matter recited herein. The Agreement shall be binding upon the parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties. Covenants or representations regarding the matter recited herein, not contained in this Agreement shall not be binding on the parties. By Signing Below, for Service Provider, the individual (hereinafter "signor") asserts they have authority to bind the Service Provider to this Agreement and that the asserted entity is not defunct or dissolved.



19. Assignment. Nothing within this agreement or any incorporated documents herein, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.
20. Conflict of Interest. County and Service Provider affirm, to their knowledge, no Service Provider employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of Service Provider, 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.
21. Law/Severability. The parties mutually understand and agree this Agreement and 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 and Addendum 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 the County's governmental immunity as provided in this Agreement
22. Prohibition Against Unlawful Discrimination. The Service Provider acknowledges that the County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and any associated State or Federal laws and regulations, strictly prohibits unlawful discrimination based on an individual's gender (regardless of gender identity or gender expression), race, color, religion, creed, national origin, ancestry, age forty (40) years or older, marital status, disability, sexual orientation, genetic information, or other characteristics protected by law. Pursuant to Federal Law sexual orientation means a person's actual or perceived orientation toward heterosexuality, homosexuality, and bisexuality. The County also strictly prohibits unlawful harassment in the workplace, including sexual harassment. Further, the County strictly prohibits unlawful retaliation against a person who engages in protected activity. Protected activity includes an employee complaining that the employee has been discriminated against in violation of the above policy or participating in an employment discrimination proceeding.  
  
The Service Provider shall comply with the County's policy for equal employment opportunity and prohibit unlawful discrimination, harassment and retaliation. This requirement also applies to all third-party subcontractors/subconsultants at every tier.
23. Governmental/Sovereign Immunity. The 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, the 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. Designations of venue, choice of law, enforcement actions, and similar provisions



shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall be construed in favor of immunity.

24. Wyoming Public Records Act. Service Provider acknowledges that the County is a governmental entity subject to the Wyoming Public Records Act, W.S. § 16-4-201 *et seq.* (WPRO), and documents in the County's possession may be considered public records subject to disclosure under the WPRO. The parties agree that this Agreement and all incorporated Exhibits, unless specifically marked as Confidential, are considered public records under the WPRO.
25. Delay. Time is of the essence. Subject to Force Majeure, if the Service Provider is temporarily delayed in whole or in part from performing its obligations, then the Service Provider shall provide written notice to the County within two (2) business days defining the nature of the delay. Provision of written notice under this Section shall not operate as a waiver of any rights or benefits provided to the County under this Agreement.
26. Force Majeure. No party hereto shall be considered in default in the performance of an obligation hereunder to the extent that performance of such obligation is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the party that could not reasonably have been foreseen and guarded against. Force majeure includes, but is not limited to, acts of God, fires, riots, pandemics, incendiarism, interference by civil or military authorities, compliance with regulations or orders of military authorities, and acts of war (declared or undeclared), provided the cause could not have been reasonably foreseen and guarded against by the affected party. Force majeure shall not include increases in labor, commodity, utility, material, supply, fuel, or energy costs, or compliance with regulations or orders of civil authorities. To the extent that the performance is actually prevented, the Service Provider must provide notice to the County of such condition within ten (10) calendar days from the onset of the condition.
27. Prohibited Terms. Nothing in any Exhibit or other attachment shall be construed as a waiver of any provisions within. Any term included in any Exhibit or other attachment that requires the County to indemnify or hold Service Provider harmless; requires the County to agree to binding arbitration; limits Service Provider's liability; or that conflicts with statute shall be void.
28. Order of Precedence. In the event of a conflict or inconsistency within this Agreement, the conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority:
  - a. The body of this Agreement (and any written amendment),
  - b. Exhibits to this Agreement



LARAMIE COUNTY, WYOMING GOVERNMENT

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

TIGERTREE, INC.

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## EXHIBIT A SCOPE OF SERVICES

The Service Provider shall adhere to the following guidelines in the performance of the Services related to this Agreement.

### Technical Specifications

#### 1. Site Preparation & Excavation

- a. **Location:** Estimated tree locations have been pre-determined by the County; however, exact tree locations will be determined by the County in collaboration with the Service Provider prior to project commencement.
- b. **Hole Dimensions:** Dig to the exact depth of the root ball. Hole width must be three (3) times the width of the root ball.
- c. **Bre-Root Exception:** Hole must be at least two (2) times as wide as the extended root system.
- d. **Planting Depth:** The root flare (the point where the trunk meets the roots) must be at or slightly above soil level. Do not plant too deeply.
- e. **Soil Management:** Do not amend the soil removed from the planting hole. Use native site soil for backfilling.

#### 2. Planting Procedures by Root Type

- a. **Bare-Root Trees:** Soak roots in water for several hours before planting. Prune damaged/circling roots. Spread roots out horizontally in the hole.
- b. **Container-Grown Trees:** Carefully remove from container (cut if necessary). Handle only by the root ball.
- c. **Balled and Bur lapped (B&B) Trees:** Carefully cut away and remove all burlap, twine, and as much of the wire basket as possible once the tree is positioned.

#### 3. Backfilling, Mulching & Staking

- a. **Backfilling:** Gently tamp soil periodically to eliminate air pockets.
- b. **Water Basin:** Build a low soil "wall" or berm around the perimeter of the hole to hold water.
- c. **Mulching:** Apply four (4) inches of wood chips within the basin. Mulch must not touch the tree trunk.
- d. **Staking:** Every tree shall be staked using three (3) stakes. Metal t-posts are strictly prohibited. Use wire fed through tree protectors.

#### 4. Initial Watering

Service Provider shall settle the soil using a slow trickle or gentle sprinkle over several hours per tree to ensure deep saturation without compaction.

#### 5. Removal

Service Provider shall potentially remove trees as identified by the County. Removal shall include stump grinding. Trees that are chosen for removal will need to be assessed, and deemed hazardous, by an International Society of Arboriculture (ISA).



## **Site Care, Restoration & Damage Liability**

### **1. Cleanliness & Debris**

Service Provider shall keep the job sites clean at all times. All trash, including burlap scraps, wire, twine, containers, and personal refuse, must be removed from the site and disposed of daily. No debris shall be left onsite at the end of the working day.

### **2. Protection of Infrastructure**

- a. The Service Provider is responsible for the protection of all existing park infrastructure. This includes, but is not limited to:
  - i. Irrigation Systems: Lines, heads, and valves.
  - ii. Hardscape: Sidewalks, curbs, paths.
  - iii. Park Assets: Playground equipment, benches, signage, and lighting.
  - iv. Existing Vegetation: Established trees, shrubs, and turf.

### **3. Required Repairs**

Any damage caused by the Service Providers operations, equipment, or personnel shall be repaired or replaced to its original condition (or better) at the Services Providers' expense, as determined solely by the County. All equipment tracks or ruts must be repaired, leveled, and re-seeded to match existing park conditions upon project completion.

### **4. Safety**

Service Provider shall not leave any open holes overnight during the performance of the work. Work area shall be closed to the public, via tape or construction fencing, to limit public access. For tree removal, the County shall coordinate with the Contractor to close the park in the area of the removal, to the public during the performance of the removal.

## **Tree Inventory & Specifications**

All trees must be healthy nursery stock, free of pests and disease, meeting the following size requirements:

- a. Species: Must be cold hearty for USDA Zone 4b and down.
- b. Deciduous Trees: Must be two inches (2") to two and a half inches (2.5") caliper diameter.
- c. Evergreen Trees: six-to-8-foot (6-8ft) height equivalent.

Service Provider shall furnish, deliver, and install trees at Clear Creek Park in accordance with the project specifications and planting standards outlined in the Agreement.

## **Tree Procurement**

Service Provider will procure all trees for this project from **Fort Collins Wholesale Nursery**, a highly regarded regional nursery located in Fort Collins, Colorado. Service Provider has maintained a long-standing working relationship with this nursery and purchases hundreds of trees from them annually for municipal and commercial landscape installations.



Trees supplied by Fort Collins Wholesale Nursery are field-grown in northern Colorado, ensuring they are well adapted to the environmental conditions present in southeastern Wyoming, including:

- Alkaline soils
- High winds
- Rapid temperature fluctuations
- Low humidity and semi-arid conditions

Trees will be supplied as balled-and-burlapped nursery stock, providing larger root systems and improved transplant success compared to container-grown stock shipped from distant growing regions.

All trees will meet or exceed the size and quality specifications outlined in the project documents.

### **Tree Delivery and Handling**

Service Provider will coordinate the delivery of nursery stock directly from Fort Collins Wholesale Nursery to the project site. Trees will be transported and staged using appropriate equipment to ensure root balls remain intact and trees are protected from mechanical damage during handling.

Trees will be delivered to the project site in phases as needed to maintain efficient installation operations and reduce unnecessary staging time.

### **Planting Procedures**

All trees will be installed following **ANSI A300 Tree Planting Standards and ISA Best Management Practices**.

Planting procedures will include:

- Locating and exposing the **root flare** prior to installation
- Excavating planting pits at appropriate width and depth
- Setting trees at correct planting depth to ensure root flare is at grade
- Removing nursery twine, wire, and burlap as appropriate
- Backfilling with native soil unless otherwise specified
- Eliminating air pockets during backfill
- Properly orienting trees for optimal structure and appearance

### **Staking and Mulching**

Trees will be staked using three wood stakes that allow for natural trunk movement while providing stabilization during establishment.

Mulch rings will be installed around newly planted trees to conserve soil moisture, moderate soil temperature, and reduce competition from turf or weeds.



Mulch will be installed to an appropriate depth while ensuring the root flare remains visible and uncovered.

### **Watering and Establishment**

Following installation, trees will be watered thoroughly to settle soil around the root ball and initiate establishment.

Service Provider will coordinate with County staff regarding watering schedules and establishment practices to promote successful transplant establishment.

### **Quality Control**

All planting work will be supervised by Service Provider management and overseen by ISA Certified Arborists to ensure planting standards are consistently maintained.

Trees will be inspected following installation to confirm:

- Proper planting depth
- Stable root ball placement
- Proper staking and mulching
- Adequate watering



**EXHIBIT B  
 BID SCHEDULE**

The following pricing shall remain fixed through the completion of this Agreement. This project is being funded by IRA Urban and Community Forestry funds (AEL 10.727) and requires registration in SAM.gov registration. See Exhibit D, for Terms and Conditions and Exhibit E, Service Provider SAM.gov registration, both attached hereto and incorporated by this reference.

	<b>Quantit</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Species Proposed</b>
Ornamental Trees (2"-2.5" Caliper)	46	EA	\$ 210.00	\$ 9,660.00	Radiant Crabapple (20), Hotwings Maple (12), Sucker Punch Canada Red Chokecherry (14)
Shade Trees (2"-2.5" Caliper)	49	EA	\$ 205.00	\$ 10,045.00	Sargent Straight Cottonwood (16), Bur Oak (16), Skyline Honeylocust (17)
Evergreen Trees (6'-8' Height)	32	EA	\$ 420.00	\$ 13,440.00	Colorado Spruce (2), Ponderosa Pine (28), Austrian Pine (2)
Labor: Site Prep & Planting (Per Spec)	1	EA	\$ 30,000.00	\$ 30,000.00	N/A
Materials: Stakes, Wire, 4": Mulch	1	EA	\$ 5,050.00	\$ 5,050.00	N/A
Site Restoration & Cleanup	1	EA	\$ -	\$ -	Inlcuded in Labor Line Item Above
Tree Removal	1	EA	\$ -	\$ -	See Below
				<b>Project Total</b>	
				<b>\$ 68,195.00</b>	
<b>Alternates</b>	<b>Quantit</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>	
Tree Removal	1	EA	\$ 3,500.00	\$ 3,500.00	
Removal	1	EA	\$ 2,500.00	\$ 2,500.00	
				<b>Alternate Total</b>	
				<b>\$ 6,000.00</b>	



## EXHIBIT C INSURANCE REQUIREMENTS

The Service Provider will provide, from insurance companies acceptable to the County, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this Proposal, the Service Provider shall furnish the County with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies, and the project title and contract number.

In case of the breach of any provision of the Insurance Requirements, the County, at its option, may take out and maintain, at the expense of the Service Provider, insurance as the County may deem proper and may deduct the cost of the insurance from any monies which may be due or become due the Service Provider under this Agreement.

Insurance certificates should show the certificate holder as follows:

Laramie County, Wyoming Government  
310 W. 19<sup>th</sup> St Suite 410  
Cheyenne, Wy 82001

**The County, its officers, agents and employees shall be named as additional insureds on the Service Provider's general liability and automobile liability insurance policies by marking the appropriate box or adding a statement to this effect on the certificate, for any claims arising out of work performed under this Agreement.**

Insurance coverages shall be as follows:

- A. Workers' Compensation & Employer's Liability. The Service Provider shall maintain Worker's Compensation and Employer's Liability insurance during the life of this Agreement for all of the Service Provider's employees engaged in work performed under this Agreement. Workers' Compensation & Employer's Liability insurance shall conform with statutory limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee, or as required by Wyoming law.
- B. General Liability. The Service Provider shall maintain during the life of this Agreement General Liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a (broad form) basis. The amount of insurance for General Liability shall not be less than \$1,000,000 combined single limits for bodily injury and property damage.
- C. Automobile Liability. The Service Provider shall maintain during the life of this Agreement Automobile Liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a (broad form) basis. The amount of insurance for Automobile Liability shall not be less than \$1,000,000 combined single limits for bodily injury and property damage.

## FEDERAL PROVISIONS

### LARAMIE COUNTY, WYOMING GOVERNMENT SUPPLEMENTAL FEDERAL PROVISIONS & CLAUSES

**Administration of Federal Funds.** Contractor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Laramie County, Wyoming Government.

**This Agreement has been prepared in accordance with 2 CFR 200.317-2 CFR 200.327 incorporated herein by reference.**

§ 200.317 Procurements by states.

§ 200.318 General procurement standards.

§ 200.319 Competition.

§ 200.320 Methods of procurement to be followed.

§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

§ 200.322 Domestic preferences for procurements.

§ 200.323 Procurement of recovered materials.

§ 200.324 Contract cost and price.

§ 200.325 Federal awarding agency or pass-through entity review.

§ 200.326 Bonding requirements.

§ 200.327 Contract provisions.

## **APPENDIX II TO PART 200 - CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

### **41 CFR 60 1.4(b)**

(b) Federally assisted construction contracts.

(1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that

employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive

Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(2) [Reserved]

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Environmental Policy Acts.** Contractor agrees all activities under this Contract will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**Suspension and Debarment.** By signing this Contract, Contractor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Contractor agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

§ 200.322 Domestic preferences for procurements.

Coronavirus State and Local Fiscal Recovery Funds Final

Rule: Frequently Asked Questions, “6.18. Do the Buy America Preference requirements for infrastructure projects apply to awards made under the SLFRF program?”

Awards made under the SLFRF program are not subject to the Buy America Preference requirements set forth in section 70914 of the Build America, Buy America Act included in the Infrastructure Investment and Jobs Act, Pub. L. 117-58.”

**Buy America provisions ARE NOT required under this Bid.**

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, TigerTree, Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



\_\_\_\_\_  
Signature of Contractor's Authorized Official

Jeffrey Smith, Owner

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

4/3/2026

\_\_\_\_\_  
Date

**CERTIFICATION OF SUSPENSION OR DEBARMENT**

Any person or persons associated therewith in the capacity of owner, partner, director, or officer authorized to sign contracts certifies by signing this document that the responses to the following questions are true.

I. Is any interested party currently under suspension, disqualifications, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency?

YES ( ) NO (✓)

II. Has any interested party been suspended, debarred, disqualified, voluntarily excluded, or determined ineligible by any state or federal agency within the past three years?

YES ( ) NO (✓)

III. Has any interested party have a debarment pending?

YES ( ) NO (✓)

IV. Has any interested party been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years?

YES ( ) NO (✓)

If the answer is YES to any of the four items above, insert Suspension or Debarment actions below:

APPLICABLE: YES ( ) NO ( )

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**SUSPENSION OR DEBARMENT LISTING**

Suspension or Debarment actions will not necessarily result in denial of award but will be considered in determining Contractor responsibility. For any Suspension or Debarment noted, indicate below to whom it applies, initiating agency and dates of action.

APPLIES TO WHOM	INITIATING AGENCY	DATES OF ACTION

The person or persons signing this document do hereby certify, under penalty of perjury, that the CERTIFICATION OF SUSPENSION OR DEBARMENT is a true and accurate statement.

**CERTIFICATION – FEDERAL PROVISIONS AND SUSPENSION OR DEPARTMENT  
CERTIFICATION**

Contractor, either personally or through its duly authorized representatives, certifies that it has read, understood, and agreed to all terms and conditions of these certifications and clauses.

Contractor Name: TigerTree, Inc.

Contractor Mailing Address: 110 Howe Rd. Laramie, WY 82070

Email: jeff@tigertreeinc.com

Phone Number: 307.760.0339

Printed Name of Contractor's Authorized Signatory: Jeffrey Smith

Signature of Authorized Signatory: 

Date: 4/3/2026

# TIGERTREE INC

Unique Entity ID <b>MQM1TKXH3HJ6</b>	CAGE / NCAGE <b>4URQ5</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Mar 25, 2027</b>	
Physical Address <b>110 Howe RD Laramie, Wyoming 82070-6812 United States</b>	Mailing Address <b>110 Howe RD Laramie, Wyoming 82072 United States</b>	

## Business Information

Doing Business as <b>TIGERTREE INC</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Wyoming 00</b>	State / Country of Incorporation <b>Wyoming / United States</b>	URL <b>http://www.tigertreeinc.com</b>

## Registration Dates

Activation Date <b>Mar 27, 2026</b>	Submission Date <b>Mar 25, 2026</b>	Initial Registration Date <b>Aug 21, 2007</b>
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## Entity Dates

Entity Start Date <b>May 1, 2007</b>	Fiscal Year End Close Date <b>Dec 31</b>
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## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?

N

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

## Entity Types

### Business Types

Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>Subchapter S Corporation</b>
Profit Structure <b>For Profit Organization</b>		

**Socio-Economic Types**

Self Certified Small Disadvantaged Business  
Women-Owned Small Business  
Women-Owned Business

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

Accepts Credit Card Payments Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 4URQ5

**Points of Contact**

**Electronic Business**

☺ Jeffrey Smith	110 Howe RD Laramie, Wyoming 82070 United States
JEFF Smith	1938 Harney ST Laramie, Wyoming 82072 United States

**Government Business**

☺ Jeffrey Smith	110 Howe RD Laramie, Wyoming 82070 United States
JEFF Smith	1938 Harney ST Laramie, Wyoming 82072 United States

**Past Performance**

☺ JEFF Smith	1938 Harney ST Laramie, Wyoming 82072 United States
JEFF Smith	1938 Harney ST Laramie, Wyoming 82072 United States

**Service Classifications**

**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	561730	Landscaping Services
	113110	Timber Tract Operations
	113210	Forest Nurseries And Gathering Of Forest Products
	113310	Logging
	115112	Soil Preparation, Planting, And Cultivating
	115310	Support Activities For Forestry
	237990	Other Heavy And Civil Engineering Construction
	238910	Site Preparation Contractors
	561710	Exterminating And Pest Control Services

**Disaster Response**

This entity does not appear in the disaster response registry.