

**AGREEMENT FOR SERVICES AS ADVISOR AND OWNER'S  
REPRESENTATIVE between LARAMIE COUNTY, WYOMING AND T C  
SOLUTIONS, LLC**

THIS AGREEMENT, is made between Laramie County, Wyoming, 310 W. 19<sup>th</sup> Street, Ste. 300, Cheyenne, Wyoming, 82001 ("COUNTY" or "OWNER") and T C Solutions, LLC 1903 S. Greeley Hwy #257, Cheyenne, WY 82007 (CONTRACTOR). The parties agree as follows:

**I. PURPOSE**

The purpose of this agreement is for COUNTY to retain the services of CONTRACTOR in the capacity of Advisor and OWNER's Representative regarding the investigation and equipment repairs to the Laramie County Boilers located in the Courthouse Complex.

**II. TERM**

This Agreement shall commence at the point all signatures are placed upon it by the parties. The Agreement shall continue until completion of all services proved by CONTRACTOR up to and including certificates of final completing regarding the project as well as completion of any services which may be associated with warranties on the projects and/or termination of the Agreement pursuant to its terms.

**III. CONTRACTOR'S RESPONSIBILITIES**

CONTRACTOR agrees to provide the following services as follows:

- A. CONTRACTOR shall initiate an investigation surrounding installation issues of the multiple boilers located in the Laramie County Courthouse Complex, review and analyze proposed remediation strategies and advise the COUNTY upon appropriate actions to take. Contractor shall schedule, assist, monitor and evaluate the progress of the work through its completion.
- B. CONTRACTOR shall further extend to involvement in the administration and management, including a review of and consultation with the COUNTY regarding contracts with third parties for the projects and in which capacity, he shall act as the OWNER's representative in all required capacities in regard to the projects subject to this agreement.
- C. CONTRACTOR shall ensure that his role, responsibility and any further specificity in regard to his authority shall be defined or further outlined, as necessary in any agreement with third parties in connection with the carrying out of the project.
- D. CONTRACTOR shall schedule and attend regular meetings with the OWNER and another necessary parties in regard to this project, to review and discuss design and remediation at each phase of the project. CONTRACTOR shall consult regularly with OWNER and any

project designer, architect or contractor regarding the use of the site, improvements, selection of materials, scheduling and equipment.

- E. As indicated herein, among factors to be considered would be cost estimates, the accuracy thereof and its relationship to construction documents. CONTRACTOR shall also encourage and be alert to any value engineering which may be reasonably available in regard to the projects.
- F. In providing services CONTRACTOR shall use reasonable skill and judgment, in accord with accepted industry standards to complete the project in an expeditious and economical manner consistent with the interests of the OWNER. The CONTRACTOR shall endeavor in good faith to promote harmony and cooperation among the OWNER, and any additional parties associated with this project.
- G. CONTRACTOR, in consultation with the COUNTY as available and necessary, shall have the authority to provide "notice to proceed" and establish the date of "substantial completion" on behalf of the COUNTY.
- H. COUNTY may provide further clarification or specific additional authority to CONTRACTOR as required. Such extensions of authority shall be provided in writing and considered a settlement or addendum to this agreement and be fully incorporated herein upon issuance.
- I. CONTRACTOR agrees to be attentive to the need to comply with appropriate Wyoming law including but not limited to W.S. § 16-6-103, 104, 106, 107, and 203 relating to preferences for Wyoming materials, supplies, and labor.
- J. CONTRACTOR shall maintain records of his work in accord with industry standards, and shall preserve all financial contractual or other records for a minimum of four (4) years after completion of this agreement.

#### **IV. PAYMENT:**

COUNTY shall pay CONTRACTOR, for the services set forth herein, pursuant to the TCSolutions Fee Schedule attached and incorporated herein. CONTRACTOR shall be paid based on invoices submitted, in accord with the requirements of the County Attorney's Office and as stated in the Agreement. Each monthly invoice must be approved by the Laramie County Attorney prior to payment. Each payment shall represent compensation for the hours expended in the month previous to the payment and include a description as to the nature of the work performed.

CONTRACTOR further agrees, as the County's Advisor and Representative, to provide regular updates, informational briefings, provide documentation and/or further information to the County Commissioners and/or County Attorney regularly or as directed. Upon review and approval of CONTRACTOR's invoices by the County Attorney, the County Attorney will submit them to the County Finance Department for payment in accord with applicable County policies.

## **V. GENERAL PROVISIONS:**

A. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

B. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with sixty (60) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

D. Entire Agreement: This Agreement (7 pages), Exhibit 1: "Insurance Requirements" (2 pages), and any added supplemental addendums, represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

E. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

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

G. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

H. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

I. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

J. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, religion, gender, creed, disability or national origin.

K. 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.

L. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including Wyo. Stat. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

M. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses, including the filing potential filing of a mechanics or materialmen's liens, arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry insurance sufficient to cover its obligations under this provision, in accord with the requirements listed in Exhibit 1 of this Agreement, the requirements of which are fully incorporated into terms and conditions of this agreement and provide COUNTY with proof of such insurance.

N. Insurance: CONTRACTOR shall obtain all insurance required in the attached Exhibit 1: "Insurance Requirements" and shall file certificates of such insurance satisfactory to the COUNTY and approved by the COUNTY.

O. 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.

P. 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.

Q. 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.

R. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

S. 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.

T. Agreement Controls: Where a conflict exists or arises between any provision or condition of this Agreement or the provisions of any subsequent agreements executed with third parties in connection with the work performed herein, to wit: the projects indicated the provisions and conditions set forth in this Agreement shall control.

U. Compliance with Law: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

**[The remainder of this page is intentionally left blank]**

**AGREEMENT FOR SERVICES AS ADVISOR AND OWNER'S REPRESENTATIVE  
between LARAMIE COUNTY, WYOMING AND T C SOLUTIONS, LLC**

**Signature Page**

**LARAMIE COUNTY, WYOMING**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Chairman, Laramie County Commissioners

**ATTEST:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Debra Lee, Laramie County Clerk

**CONTRACTOR:**

By:  \_\_\_\_\_ Date 6/12/2024  
T C Solutions: Director/Organizer

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  
Laramie County Attorney's Office

**Exhibit #1**

**Insurance Requirements for Contractor**

### **Insurance Requirements for CONTRACTOR**

CONTRACTOR agrees to procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages as outline below. All policies, endorsements, certificate, and/or binders shall be subject to approval by LARAMIE COUNTY. A lapse in any required insurance coverage during the period agreed upon in the contract shall be considered a breach of said contract. Further, CONTRACTOR shall provide a Certificate of Insurance along with a copy of policy declarations with LARAMIE COUNTY before work/event commences.

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

- 1. Commercial General Liability (CGL) including Employers Liability (EL):** Insurance should be on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence and a general aggregate limit of \$2,000,000.00.
- 2. Automobile Liability:** Coverage should include automobile liability with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- 3. Workers Compensation (WC):** As required by the State of Wyoming, with Statutory Limits. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, LARAMIE COUNTY requires and shall be entitled to the broader coverage and/or 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 LARAMIE COUNTY.
- 4. Additional Insured Status:** LARAMIE COUNTY, its officers, officials, employees, and volunteers are to be named as additional insureds on the policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be evidenced in the form of an endorsement to the CONTRACTOR's insurance.
- 5. On Going Operation Endorsement:** LARAMIE COUNTY, its officers, officials, employees and volunteers are to be named as additional insureds with respect to claim, loss or liability which may arise from ongoing operations performed by CONTRACTOR, its officers, agents, or employees, and if such claim is determined to be the negligence or responsibility of CONTRACTOR.
- 6. Drone/Unmanned Aircraft System:** Owner/Operator of any drone or unmanned aircraft system shall maintain aviation/rider liability coverage with limits of no less than \$2,000,000 general aggregate limit that includes coverage to property damage and bodily injury.



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

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

**CONTRACTOR hereby grants to LARAMIE COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against LARAMIE COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not LARAMIE COUNTY has received a waiver of subrogation endorsement from the CONTRACTOR.**

**To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify LARAMIE COUNTY, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees arising from all acts or omissions of CONTRACTOR or its officers, agents, or employees in rendering services under contract with LARAMIE COUNTY; excluding such liability, claims, losses, damages, or expenses arising from CONTRACTOR'S sole negligence or willful acts.**

**Self-insured retentions must be declared to and approved by LARAMIE COUNTY before work/event begins. LARAMIE COUNTY reserves the right to require CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.**

**Failure to provide LARAMIE COUNTY with original certificates, endorsements and policy declarations as required by this contract shall not waive the CONTRACTOR's obligation to provide said coverage. LARAMIE COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time as well as the right to consult with the CONTRACTOR's insurance agent regarding said relevant policy information.**

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