



PROFESSIONAL SERVICES AGREEMENT

This Professional 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 TDSI - The Design Studio, inc. a Wyoming corporation (Professional).

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 Professional agrees to provide Services in accordance with the Scope of Services (Services) attached as Exhibit A, consisting of three (3) pages and incorporated herein. Irrespective of references in to named third parties in this Agreement and its Exhibits, the Professional 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 for one (1) year, unless sooner terminated as herein provided. In addition, at the option of the County, the Agreement may be extended for additional one-year periods not to exceed three (3) additional one-year period(s). Renewals and pricing changes shall be negotiated by and agreed to by both parties only at the time of renewal. Written notice of renewal shall be provided to the Professional no later than thirty (30) days prior to Agreement end.
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 Professional.

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

Professional:	County:	Copy to:
TDSI-The Design Studio, inc.	Laramie County	Laramie County
Attn: Randy Byers	Attn: Rebecca Reid	Attn: Procurement Dept.
1610 Pioneer Avenue	310 W 19 th St Suite 410	310 W 19 th Ste Suite 410
Cheyenne, WY 82001	Cheyenne, WY 82001	Cheyenne, WY 82001
randy@tdsi.us	Rebecca.reid@laramiecounty.wy.gov	Jd.mccune@laramiecounty.wy.gov

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 Professional a fixed fee in the amount of One Hundred Thirty One Thousand Two Hundred Fifty Six Dollars (\$131,256) in accordance with Exhibit B, consisting of one (1) page, attached and incorporated herein. Monthly partial payments based upon the Professional's billings and itemized statements are permissible. The amounts of all such partial payments shall be based upon the Professional's County-verified progress in completing the Services to be performed pursuant hereto and upon the County's approval of the Professional'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 as defined in Section 13. The cost of the work completed shall be paid to the Professional following the submittal of a correct, itemized invoice by the Professional. Pursuant to W.S. § 39-15-101 et seq, 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.

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. **Design and Service Standards.** The Professional warrants and shall be responsible for the professional quality, technical accuracy, accessibility requirements under ADA and Public Accommodations and Technology Accessibility sections below, timely completion and the coordination of all Services rendered by the Professional, and the Project Instruments as defined in the Project Instruments and License section below. The Professional shall,



without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies from such standards.

8. Indemnification. To the fullest extent permitted by law, Professional shall indemnify County, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of Professional or Professionals officers, directors, members, partners, agents, employees, or subconsultants in the performance of the Services under this Agreement.
9. Insurance. The Professional shall maintain insurance in accordance with Exhibit C, consisting of two (2) pages, attached and incorporated herein.
10. 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 Professional, the Agreement may be terminated by the County at the end of the period for which funds are available. The County shall notify Professional 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.
11. Project Instruments and License.
 - a. Upon execution of this Agreement, the Professional 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. This license shall survive termination of the Agreement by default or otherwise.
 - b. Upon payment of each invoice, associated Project Instruments rendered by the Professional shall become the County's property. The Professional shall provide the



County with the Project Instruments in electronic format in a mutually agreed upon file type.

12. 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 Rebecca Reid and can be reached at Rebecca.reid@laramiecountywy.gov. The County Project Manager is subject to change by the County.

13. Independent Contractor. The services to be performed by Professional are those of an independent contractor and not as an employee of the County. The Professional is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. The Professional 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 Professional is free to perform the same or similar services for others.
14. Personal Services. It is understood that the County enters into this Agreement based on the special abilities of the Professional and that this Agreement shall be considered as an Agreement for personal services. Accordingly, the Professional shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the County.
15. Subcontractors/Subconsultants. The Professional 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 Professional.



The Professional 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 two (2) pages, attached and incorporated herein. The Professional shall maintain a copy of each subcontractor's/subconsultant's certificate evidencing the required insurance. Upon request, the Professional shall promptly provide the County with a copy of the certificate(s).

The Professional 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.

16. Acceptance Not Waiver. The County's approval of Project Instruments furnished hereunder shall not in any way relieve the Professional 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.
17. 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.
18. 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.

19. 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. Each person executing this Agreement affirms that they have the necessary authority to sign on behalf of their respective party and to bind that party to the terms of this Agreement.

20. 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.
21. Conflict of Interest. County and Professional affirm, to their knowledge, that no Professional employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of Professional, 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.
22. 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
23. Use by Other Agencies. The County reserves the right to allow other state and local governmental agencies, political subdivisions, and/or school districts (collectively Agency) to use the County's award determination to the Professional. Use by any other Agency shall not have a negative impact on the County in the current term or in any future terms. Nothing herein shall be deemed to authorize or empower the Agency to act as an agent for the County in connection with the exercise of any rights hereunder, and neither party shall have any right or authority to assume or create any obligation or responsibility on behalf of the other. The other Agency shall be solely responsible for any debts, liabilities, damages, claims or expenses incurred in connection with any agreement established solely between the Agency and the Professional. The County's concurrence hereunder is subject to the Professional's commitment that this authorization shall not have a negative impact on the Services to be completed for the County.
24. Prohibition Against Unlawful Discrimination. The Professional 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 Professional 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.

25. ADA and Public Accommodations. In performing the Services required hereunder, the Professional agrees to meet all requirements of the Americans with Disabilities Act of 1990 (ADA), P.L 101-336, 42 U.S.C. § 12101, *et seq.*, and all applicable rules and regulations and all applicable Wyoming public accommodation laws, which are imposed directly on the Professional or which would be imposed on the County as a public entity.

26. Technology Accessibility. The Professional represents that the Project Instruments hereunder, shall fully comply with all applicable provisions of the Wyoming Technology Access Program (WYTAP), Web Content Accessibility Guidelines (WCAG). The Professional shall also comply with all State of Wyoming technology standards related to technology accessibility and with Level AA of the most current version of the WCAG, incorporated in the State of Wyoming technology standards.

To confirm that the Project Instruments meet these standards, the Professional may be required to demonstrate compliance. The Professional shall indemnify, save, and hold harmless the County against any and all costs, expenses, claims, damages, liability, court awards and other amounts (including attorneys' fees and related costs) incurred by the County in relation to the Professional's failure to comply with the technology access standards listed above.

The County may require the Professional's compliance to the State's Accessibility Standards to be determined by a third party selected by the County to attest to the Project Instruments and software compliance with the Accessibility Standards for Individuals with Disability.

27. 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.

28. Wyoming Public Records Act. Professional acknowledges that the County is a governmental entity subject to the Wyoming Public Records Act, W.S. § 16-4-201 through 205, *et seq.* (WPRA), and documents in the County's possession may be considered public records subject to disclosure under the WPRA. The parties agree that this Agreement and all incorporated Exhibits, unless specifically marked as Confidential, are considered public records under the WPRA.
29. Delay. Time is of the essence. Subject to Force Majeure, if the Professional is temporarily delayed in whole or in part from performing its obligations, then the Professional 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.
30. 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 Professional must provide notice to the County of such condition within ten (10) calendar days from the onset of the condition.
31. Special Provisions. Special provisions or conditions relating to the Services to be performed pursuant to this Agreement are set forth in Exhibit D - Confidentiality, consisting of four (4) pages incorporated herein.
32. 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
33. Prohibited Terms. Nothing in any Exhibit or other attachment shall be construed as a waiver of any provision above. Any terms included in any Exhibit or other attachment that requires



the County to indemnify or hold Professional harmless; requires the County to agree to binding arbitration; limits Professional's liability; or that conflicts with statute shall be void.

34. Assertion of Agency. By signing below, Professional, the individual (hereinafter "signor") asserts they have authority to bind Professional to this Agreement and that the asserted entity is not defunct or dissolved.

[Signature Page Follows]



LARAMIE COUNTY, WYOMING GOVERNMENT

By: _____

Printed: _____

Title: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:



TDSI – THE DESIGN STUDIO, INC.

By: _____

Printed: _____

Title: _____

Date: _____



EXHIBIT A SCOPE OF SERVICES

- Professional shall provide the Architectural and Engineering services described herein.
 - Renovate existing offices located on North side into family conference room.
 - Minor interior renovation to existing storage room (remove interior window, infill).
 - Design addition to building to:
 - Accommodate two new offices, and open office area for 6 cubicles.
 - Additional storage area for gurneys and other necessary materials for daily operations.
 - Note: It is anticipated that the storage area would be incorporated into the main addition to the building, and would not be detached due to site and utility considerations.
 - Total building addition area anticipated to be $\pm 2,000$ SF.
 - Civil Scope:
 - Landscape and Drainage: It is anticipated that the additional building area will not require a drainage study or any additional drainage capacity to the existing regional detention areas. Existing landscape material (shrubs, trees, plants) disturbed would be eliminated or equal quantities would be indicated to be planted in the adjacent areas. Existing storm sewer system would be reconfigured to remain functional if located in building addition area. It is anticipated that there may be a small retaining wall required due to the existing grades depending on final building configuration.
 - Domestic Water and Sanitary Sewer: It is assumed that the existing systems are capable of the additional fixtures requested (washing machine and mop sink). Existing capacity will be reviewed to confirm. If existing systems do not have adequate capacity, additional design services would apply.
 - Structural Scope:
 - Primary structure design and engineering for building addition including connection to existing building and addition.
 - Foundations are anticipated to be shallow, frost protected configuration, similar to the existing foundation and slab on grade construction.
 - No other structural modifications are anticipated or included in the scope.
 - Mechanical/Plumbing Scope:
 - HVAC system design for the building addition.
 - Modification to existing HVAC system to areas affected (offices converted to family conference room).
 - Plumbing design for washing machine and dryer, and mop sink.
 - Division 21 Fire Sprinkler performance specifications for building addition. Design is the responsibility of the successful bidding fire protection contractor.
 - Electrical scope:
 - Reconfiguration of electrical and data in renovation area.
 - New design for electrical, data, fire alarm and lighting for building addition.



- Note: Access control and/or Security scope not included.

ADDITIONAL SERVICES

Additional Services will be invoiced at the Hourly Rates current at the time the services are provided. If the professional services covered by this proposal have not been completed within the stated and anticipated duration noted, through no fault of the Professional, additional services shall apply. Professional shall give written notice to the County if additional services are anticipated, prior to additional services occurring. If during the course of the project, the services of additional outside consultants are deemed necessary, are requested by the County, or are required by the authorities having jurisdiction over the Project, such services will be considered a Reimbursable Expense. Professional will coordinate with the County to add consultants to our team that are mutually agreeable to both the County and the Professional.

PRODUCTS OF SERVICE

- In general, the anticipated Products of Service include the following:
 - At Completion of 50% SD Phase: Drawings
 - At Completion of 95% DD Phase: Drawings, Technical Specifications (outline)
 - At Completion of 100% CD Phase: Drawings and Technical Specifications ready for bidding
- *Note: All deliverables will be in PDF format. Printing is available as reimbursable expense.*

SCHEDULE

- The schedule is anticipated to be as follows:
 - County Approval and NTP for design: June 2026
 - 50% Schematic Design (SD) Phase: July/August 2026
 - 95% Design Development (DD) Documents Phase: August/September 2026
 - 100% Construction Documents (CD) Phase: End of September 2026
 - Bidding/Negotiation (BN) & Plan Review Phase: October/November 2026
 - Construction Administration (CA) Phase: Fall 2026 – Summer 2027 (9 Months)
 - *Note: Schedule is dependent on approval/NTP as noted and included scope.*

SERVICES NOT INCLUDED

- The Professionals scope and fees do not include the following:
 - Preparation of Planning & Zoning applications, maps, etc. including annexation, etc. Hazardous materials testing/inspection/abatement (Asbestos, Lead, Mold, Etc.). Environmental Investigations (Phase I or Phase II). Interior Acoustic Design, Sound Isolation Design, Mechanical Noise & Vibration Control. Consultant other than those specifically included. Plan Review Fees/Building Permit Fees. Construction Testing Fees/Specialty Inspections. Landscape irrigation design. Ground source heat pump system design including loop field design. Fire sprinkler design. Energy modeling. Life cycle cost analysis of multiple mechanical systems. LEED Documentation. Detailed Quantity Take-off Construction cost estimates. Commissioning of the mechanical systems. Ground Vibration Testing and Recommendations. Testing and analysis of



ground borne environmental vibrations. Exterior Sound Isolation Design. Detailed Analysis of Environmental Noise (Cadna Model). Security Design. Travel outside of project location. Professional Liability Coverage beyond limits noted below. Modifications to the documents or repair detailing that are the result of contractor quality control deficiencies. Natural gas piping further than 5 feet outside the building. Geotechnical/Soils Report/Survey. Traffic Study. Roadway design. Any other services not specifically included.

- The services of following outside subconsultants are included in this proposal and the fees noted herein:

CIVIL ENGINEER		Darci Hendon, PE, Principal Theena Engineering Cheyenne, Wyoming
STRUCTURAL ENGINEER		Jera Likely, PE, Senior Engineer Martin / Martin Wyoming Cheyenne, Wyoming
MECHANICAL ENGINEER		Justin Montgomery, PE, Principal DesignPoint Engineering Cheyenne, Wyoming
ELECTRICAL ENGINEER		Mike Gust, PE, Principal Gust Engineering Cheyenne, Wyoming



**EXHIBIT B
COMPENSATION**

The following pricing shall remain fixed for the initial term of this Agreement. Any applicable price adjustments may only be negotiated and agreed to in writing at the time of renewal.

PROFESSIONAL SERVICES FEES

- Professional shall provide the Architectural and Engineering services described herein, based upon the scope included, at the following not to exceed cost.

ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES FEES:

• 50% Schematic Design (SD) Phase.....	\$42,002
• 95% Design Development (DD) Documents Phase.....	\$39,377
• 100% Construction Documents (CD) Phase.....	\$30,189
• Bidding/Negotiation (BN) Phase.....	\$3,938
• Construction Administration (CA) Phase.....	<u>\$15,750</u>
• TOTAL.....	\$131,256

RATE SCHEDULE

- Hourly Rates are as follows for 2026:

<u>Staff Member</u>	<u>Rate Per Hour</u>
○ Randy Byers, AIA, LEED AP ^{BD+C} – TDSi Principal, Architect.....	\$ 220
○ Will Byers, AIA Associate - TDSi Associate, Project Manager	\$ 160
○ Stephanie Lowe, Project Manager, Historic Preservation Specialist.....	\$ 130
▪ <i>Legal testimony will be invoiced at 2 times the above noted hourly rate; Research and consultation as an Expert Witness, and time giving depositions will be billed at 1.5 times the above noted hourly rate.</i>	



EXHIBIT C INSURANCE REQUIREMENTS

The Professional will provide, from insurance companies acceptable to the County, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Professional shall furnish the County with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies, project and/or Agreement 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 Professional, 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 Professional under this Agreement.

Insurance certificates should show the certificate holder as follows:

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

The County, its officers, agents and employees shall be named as additional insureds on the Professional'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 Professional shall maintain Worker's Compensation and Employer's Liability insurance during the life of this Agreement for all of the Professional'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 Professional 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 Professional 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.



D. Errors and Omissions. The Professional shall maintain errors and omissions insurance in the amount of \$1,000,000.



EXHIBIT D CONFIDENTIALITY

IN CONNECTION WITH THE SERVICES to be provided by Professional under this Agreement, the parties agree to comply with reasonable policies and procedures with regard to the exchange and handling of confidential information and other sensitive materials between the parties, as set forth below.

1. Definitions.

For purposes of this Agreement, the party who owns the referenced information and is disclosing same shall be referenced as the "Disclosing Party." The party receiving the Disclosing Party's information shall be referenced as the "Receiving Party."

2. Confidential Information.

Confidential Information controlled by this Agreement refers to information that is not public and/or is proprietary, including but not limited to location information, network security system, business plans, formulae, processes, intellectual property, trade secrets, designs, photographs, plans, drawings, schematics, methods, specifications, samples, reports, mechanical and electronic design drawings, customer lists, financial information, studies, findings, inventions, ideas, County customer identifiable information (including account, address, billing, consumption, contact, and other customer data), utility metering data, service billing records, customer equipment information.

To the extent practical, Confidential Information shall be marked "Confidential" or "Proprietary." Nevertheless, Professional shall treat as Confidential Information all customer identifiable information in any form, whether or not bearing a mark of confidentiality or otherwise requested by the County, including but not limited to the non-exclusive list of Confidential Information above. In the case of disclosure in non-documentary form of non-customer identifiable information, made orally or by visual inspection, the Disclosing Party shall have the right, or, if requested by the Receiving Party, the obligation to confirm in writing the fact and general nature of each disclosure within a reasonable time after it is made in order that it is treated as Confidential Information. Any information disclosed to the other party before the execution of this Agreement and related to the services for which Professional has been engaged shall be considered in the same manner and be subject to the same treatment as the information disclosed after the execution of this Agreement with regard to protecting it as Confidential Information.

3. Use of Confidential Information.

Receiving Party hereby agrees that it shall use the Confidential Information solely for the purpose of performing its obligations under this Agreement and not in any way detrimental to Disclosing Party. Receiving Party agrees to use the same degree of care Receiving Party uses with respect to its own proprietary or confidential information, which in any event shall result in a reasonable standard of care to prevent unauthorized use or disclosure of the Confidential Information. Except as otherwise provided herein, Receiving Party shall keep confidential and not disclose the Confidential Information. The County and Professional shall cause each of their directors, officers, employees, agents, representatives, and



subcontractors to become familiar with, and abide by, the terms of this Exhibit, which shall survive this Agreement as an on-going obligation of the Parties.

Professional shall not use such information to obtain any economic or other benefit for itself, or any third party, other than in the performance of obligations under this Agreement.

4. Exclusions from Definition.

The term "Confidential Information" as used herein does not include any data or information which is already known to the Receiving Party or which before being divulged by the Disclosing Party: (a) was generally known to the public through no wrongful act of the Receiving Party; (b) has been rightfully received by the Receiving Party from a third party without restriction on disclosure and without, to the knowledge of the Receiving Party, a breach of an obligation of confidentiality; (c) has been approved for release by a written authorization by the other party hereto; or (d) has been disclosed pursuant to a requirement of a governmental agency or by operation of law, subject to Paragraph 5 below.

5. Required Disclosure.

Notwithstanding Paragraph 4(d) above, if the Receiving Party receives a request (by interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process, or by federal, state, or local law, including without limitation, the WPRA to disclose any Confidential Information, the Parties agree the Receiving Party will provide the Disclosing Party with immediate notice of such request, so the Disclosing Party may seek an appropriate protective order before disclosure or waive the Receiving Party's compliance with this Exhibit.

The Receiving Party shall furnish a copy of this Exhibit with any disclosure.

Notwithstanding this Paragraph 5, Receiving Party shall not disclose Confidential Information to any person, directly or indirectly, nor use it in any way, except as required by law or authorized in writing by Disclosing Party.

6. Red Flags Rules.

If applicable, Professional must implement reasonable policies and procedures to detect, prevent and mitigate the risk of identity theft in compliance with the Identity Theft Red Flags Rules found at 6 CFR Ch. 1, Subch.F, Pt. 681 *et seq.* Further, Professional must take appropriate steps to mitigate identity theft if it occurs with any of the County's covered information and must notify the County in writing within twenty-four (24) hours of discovery of any breaches of security or Red Flags to the County.

7. Data Protection and Data Security.

Professional shall have in place information security safeguards designed to conform to or exceed industry best practices regarding the protection of the confidentiality, integrity and availability of Confidential Information and shall have written agreements requiring any subcontractor to meet those standards. These information security safeguards (the "Information Security Program") shall be materially consistent with, or more stringent than, the safeguards described in this Exhibit.

(a) Professional's information security safeguards shall address the following elements:



- Data Storage, Backups and Disposal
 - Logical Access Control (e.g., Role-Based)
 - Information Classification and Handling
 - Secure Data Transfer (SFTP and Data Transfer Specification)
 - Secure Web Communications
 - Network and Security Monitoring
 - Application Development Security
 - Application Security Controls and Procedures (User Authentication, Security Controls, and Security Procedures, Policies and Logging)
 - Incident Response
 - Vulnerability Assessments
 - Hosted Services
 - Personnel Security
- (b) Subcontractors. Professional may use subcontractors, though such activity shall not release or absolve Professional from the obligation to satisfy all conditions of this Agreement, including the data security measures described in this Exhibit, and to require a substantially similar level of data security, appropriate to the types of services provided and Confidential Information received, for any subcontractor Professional may use. Accordingly, any release of data, confidential information, or failure to protect information under this Agreement by a subcontractor or affiliated party shall be attributed to Professional and may be considered to be a material breach of this Agreement.
8. Professional's Duty for Information Storage. Confidential Information is not to be stored on any local workstation, laptop, or media such as CD/DVD, USB drives, external hard drives or other similar portable devices unless the Professional can ensure security for the Confidential Information so stored. Workstations or laptops to be used in the Services will be required to have personal firewalls on each, as well as have current, active anti-virus definitions.
9. Continuing Obligation. The agreement not to disclose Confidential Information as set forth in this Exhibit shall apply during the term of the Services and or Agreement and at any time thereafter unless specifically authorized by the County in writing.
10. Termination Remedy. If Professional breaches any of the terms of this Exhibit, in the County's sole discretion, the County may immediately terminate this Agreement and withdraw Professional's right to access Confidential Information.
11. Return of Information. Notwithstanding any other provision of this Agreement to provide Project Instruments and work product, all material, i.e., various physical forms of media in which Confidential Information is stored, including but not limited to writings, drawings, tapes, diskettes, prototypes or products, shall remain the sole property of the Disclosing Party and, upon request, shall be promptly returned at the request of the Receiving Party to the



Disclosing Party. Upon return of such materials, all digital and electronic data shall also be deleted in a non-restorable way by which it is no longer available to the Receiving Party, except as may be required by law and or court order. Upon Disclosing Party's request, written verification of the deletion (including date of deletion) is to be provided to the Disclosing Party within thirty (30) days after completion of engagement, whether it be via termination, completion or otherwise.