

**LARAMIE COUNTY PUBLIC WORKS
PROFESSIONAL SERVICES CONTRACTOR AGREEMENT
LARAMIE COUNTY, WYOMING /VICKY KOCH**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, (COUNTY) and Vicky Koch, 3359 Campstool Rd. Cheyenne, Wyoming 82007 (CONTRACTOR). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to set forth the terms and conditions by which CONTRACTOR will provide the services described in Attachment 'A' (attached hereto and incorporated herein) to COUNTY.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement, and shall remain in full force and effect until the services described in Attachment 'A' are completely performed to the satisfaction of COUNTY.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall not charge CONTRACTOR an annual rent in exchange for CONTRACTOR to cut, bail, gather and remove all hay/grass from the property, as described in Attachment B.

IV. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall provide and complete the services described in Attachment A, attached hereto and fully incorporated herein.

B. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by CONTRACTOR under this contract shall be considered the property of the COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.

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. Preference-Wyoming Labor Should the subject of this agreement constitute the construction, reconstruction, improvement, enlargement, alteration, or repair, of any public works project or improvement, by signature below CONTRACTOR acknowledges the requirement for the use of Wyoming labor pursuant to W.S.§16-6-203 as amended, except in circumstances as provided by law including, but not limited to W.S.§16-6-201 et seq.

C. 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.

D. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

E. Entire Agreement: This Agreement (5 pages), Attachment A (6 pages), and Attachment B (1 page) represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

F. 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.

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

H. 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.

I. 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.

J. 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.

K. 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, gender, creed, handicapping condition, or national origin.

L. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a 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.

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

N. 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 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 liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

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. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

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

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**LARAMIE COUNTY PUBLIC WORKS
PROFESSIONAL SERVICES CONTRACTOR AGREEMENT
LARAMIE COUNTY, WYOMING / VICKY KOCH**

Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

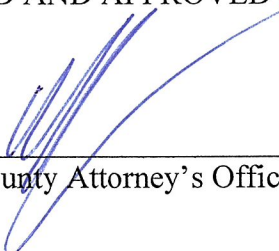
By: _____ Date _____
Laramie County Clerk

CONTRACTOR:

By: *Vicky Koch* _____ Date 5-24-2023
Vicky Koch

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 5/25/23
Laramie County Attorney's Office

V. PROPOSAL

1. BIDDER INFORMATION (Qualified person, Organization or Company)

- a. Name: Vicky Koch
- b. Address: 3359 Campsteak Rd Cheyenne Wyo
- c. Contact email and/or phone number: Vickykoch 307-630-5645
Vickykoch bawicky@yahoo.com

2. INSURANCE COVERAGE:

- a. Indicate below by circling yes or no, if the above qualified person, organization or company carries or is covered on liability insurance.

YES

NO

3. BID:

- a. Please include the dollar value for annual rent to be paid to Laramie County for the purposes of leasing and haying the said property. This will be considered the "base bid."

i. Base Bid: Annual rent to be paid to Laramie County \$ 0 per year.

Don't charge Ser Exchange for the hay
We cut + Bale with no charge

Laramie County, Wyoming

Request for Proposals

Archer Government Complex Haying Services Lease

Laramie County, Wyoming is seeking proposals for a qualified person, organization or company to enter into a lease agreement for the purpose of haying applicable areas of the Archer Government Complex as generally shown in the below figure.



I. BACKGROUND

Laramie County is the owner of the property located just south of Exit 370 off Interstate 80 with access provided to the site via various county owned and maintained roads. The complex contains various government buildings including the Public Works Facility, Planning and Development Department, Coroner, Juvenile Detention, Events Complex, Weed and Pest Office, Motocross Facility and the Laramie County Shooting Sports Complex. The entire complex contains roughly 500 undeveloped acres.

II. SCOPE OF SERVICES

1. Hay and/or mow the area of the Archer Complex as described within Section I and as generally shown on the above figure.
 - i. The property is made available to the successful lessee in an “as-is” condition. Laramie County makes no representation of the site’s condition, quality or quantity of hay produced from the site.

III. GENERAL STIPULATIONS

1. The term for this contract shall end December 31, 2025, and begin upon the date the last signature is affixed to the lease.
2. The successful lessee’s use shall be limited to mowing and/or haying and other related uses. No other uses of the land are permitted without prior and written consent by Laramie County. All work and operations shall be limited to daylight hours.
3. The successful lessee agrees to follow best management practices and shall operate in a safe respectful manner and in such a way as not to damage or over harvest the grasses/plants.
4. The successful lessee shall coordinate with Weed and Pest to spray noxious weeds, if necessary.
5. The successful lessee shall coordinate with the Laramie County Shooting Sports Complex prior to mowing the areas generally around the Shooting Sports Complex.
6. The successful lessee shall conduct all of its operations on the premises in full compliance with all applicable federal, state or local laws, regulations or ordinances.
7. The successful lessee shall not commit or suffer to be committed, any waste on the leased premises, nor shall the selected person(s) maintain, commit, or permit the maintenance or commission of any nuisance on the leased premises for any unlawful purpose.
8. The successful lessee shall remove all bales of hay, all unbaled hay and all equipment from the premises promptly, no later than 21 days after cutting or sooner, if requested by lessor.
9. The successful lessee shall repair any damage to fences or other improvements caused by successful lessee activities.
10. The successful lessee shall keep all gates on premises closed and locked with ingress and egress being at those places designated by the lessor.
11. The successful lessee will be required to indemnify or hold harmless the County for all activities and operations on the premises.
12. The successful lessee will be required to provide insurance certificates (requirements included as Exhibit A) to be in place prior to occupying the premises, not limited to liability insurance and worker’s compensation as required by Wyoming State law.
13. The successful lessee shall repair ruts or other damages to service roads leading to premises, hay meadows or other lands caused by lessee’s operations.
14. The use of residences or other buildings at the Archer Complex is not included in this lease.
15. A person designated by the Laramie County Public Works (LCPW) department will be the main point of contact between successful lessee and lessor.
16. The successful lessee may leave terrain, including ditches, un-mowed if it is too steep for the safe operation of equipment.

17. During the course of the lease, construction activities by the County may adjust the haying areas, haying quantities and/or cause the adjustment of haying schedules at any time. The “as-is” conditions of the haying areas are subject to rapid and progressive change. The County makes no warranties or guarantees regarding the condition of the leased premises or its productive capabilities.
18. This RFP does not commit County to award a contract, nor shall the County be responsible for any cost or expense which may be incurred by the respondent in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the respondent prior to the execution of a contract agreement.
19. The County reserves the right to reject any or all proposals received as part of this RFP, or to negotiate separately with competing respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgement of the proper officials, is in the best interest of the County.
20. The negotiation may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of the RFP or any subsequent agreement; (b) by either party, within thirty days’ prior written notice to the other party; or (c) upon mutual written agreement by both parties.

IV. SELECTION CRITERIA

All bidders must submit the attached proposal page to indicate their interest in this request for proposals.

Any questions can be directed to Molly Bennett or John Poelma at (307) 633-4302. Note our hours of operation are Monday through Thursday 6 AM to 4:30 PM.

Bids shall be submitted to Laramie County Public Works by 2:00 PM on May 3, 2023.

Mail or deliver to:

Laramie County Public Works
13797 Prairie Center Circle
Cheyenne, WY 82009

Selection of the successful bidder for a prospective lease will ultimately be on the base bid.

The successful bidder will be required to enter into a separate written agreement with Laramie County, independent of these general instructions, prior to the commencement of any haying activities.

V. PROPOSAL

1. BIDDER INFORMATION (Qualified person, Organization or Company)

a. Name: _____

b. Address: _____

c. Contact email and/or phone number: _____

2. INSURANCE COVERAGE:

a. Indicate below by circling yes or no, if the above qualified person, organization or company carries or is covered on liability insurance.

YES

NO

3. BID:

a. Please include the dollar value for annual rent to be paid to Laramie County for the purposes of leasing and haying the said property. This will be considered the "base bid."

i. Base Bid: Annual rent to be paid to Laramie County \$ _____ per year.

Exhibit A
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 effect 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.