

**AGREEMENT TO PROVIDE DESIGN SERVICES FOR CHEYENNE SENIOR
ACTIVITY CENTER**

**Between
LARAMIE COUNTY, WYOMING AND POUPIRT ARCHITECTS**

This service Agreement (hereinafter Agreement) is made and entered into by and between Laramie County, Wyoming, 309 W. 20th Street, Cheyenne, Wyoming, 82003 ("COUNTY") and Pouppirt Architects, 2400 Dunn Avenue, Suite B, Cheyenne, WY 82001 ("CONSULTANT"). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to provide professional design services to Laramie County, Wyoming in connection with the full design of the new Cheyenne Senior Activity Center.

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 effect until construction completion or December 31, 2023, whichever is later, or such time as it may be extended for additional services.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall pay CONSULTANT a sum not exceeding \$461,700.00, unless otherwise negotiated by both parties. Payment will be made upon receipt of the CONSULTANT's invoice to the COUNTY in accordance with the CONSULTANT's Attachment B, Fee Proposal. No payment shall be made before the last signature is affixed to this Agreement. Payment shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. RESPONSIBILITIES OF CONSULTANT

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

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

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

VI. GENERAL PROVISIONS

1. Independent Contractor: The services to be performed by CONSULTANT are those of an independent contractor and not as an employee of COUNTY. CONSULTANT is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONSULTANT assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONSULTANT is free to perform the same or similar services for others.
2. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONSULTANT of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
3. Termination: This Agreement may be terminated: (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties. The CONSULTANT shall be paid for all work completed up to the termination of the Agreement.
4. Entire Agreement: This Agreement (7 pages), Exhibit B Insurance Requirements (3 pages), Attachment A Scope Statement (2 pages), Attachment B Fee Proposal (2 pages) represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.
5. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.
6. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.
7. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding, or advice shall not invalidate or

render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

8. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to the CONSULTANT and to the COUNTY in executing this Agreement. This provision is not intended, nor shall it be construed to waive the COUNTY's governmental immunity as provided in this Agreement.
9. Non-Discrimination: The CONSULTANT shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyoming Statute § 27-9-105 *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations, thereto and shall not discriminate against any individual on the grounds of age, sex, color, races, religions, national origin, or disability in connection with the performance under this Agreement.
10. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.
11. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.
12. Indemnification: To the fullest extent permitted by law, the CONSULTANT agrees to indemnify and hold harmless the COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands, and expenses to the extent they are caused by the CONSULTANT'S negligence, errors or omissions in connection with work performed by or on behalf of CONSULTANT for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONSULTANT shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.
13. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall

operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

14. Conflict of Interest: COUNTY and CONSULTANT affirm, to their knowledge, no CONSULTANT employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONSULTANT, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.
15. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.
16. Limitation on Payment: The COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONSULTANT the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONSULTANT at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. It is the intention of both parties that the CONSULTANT shall be paid for his or her work completed up to receiving the Notice of Limitation of Payment. No penalty shall accrue to the COUNTY in the event this provision is exercised, and the COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.
17. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.
18. Assumption of Risk: The CONSULTANT shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state and federal requirements. Laramie County shall notify CONSULTANT of any state or federal determination of noncompliance.
19. Kickbacks: The CONSULTANT certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this

Agreement. If the CONSULTANT breaches or violates this warranty, COUNTY may, at its discretion, terminate this Agreement without liability to COUNTY, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

20. Monitoring Activities: The COUNTY shall have the right to monitor all activities related to his Agreement that are performed by the CONSULTANT or its sub-CONSULTANTS. This shall include, but not limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of the related work.
21. Professional Registration: The CONSULTANT shall endorse, as required by law, plans and reports prepared under this Agreement, and shall affix thereto his or her seal of professional registration, showing that he or she is licensed to practice in the State of Wyoming.
22. Suspension and Debarment: By signing this Agreement, the CONSULTANT certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or no-financial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the debarred vendors list. Further, the CONSULTANT agrees to notify COUNTY by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Agreement.
23. Insurance: The CONSULTANT shall obtain insurance, and provide certificates and policies, to the COUNTY's satisfaction and subject to requirements substantially similar to those set out in Exhibit B-Insurance Requirements for Construction Contracts, which is attached and incorporated herein by reference.

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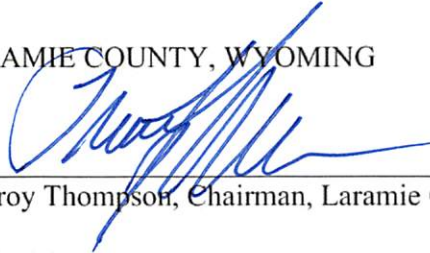
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ACTIVITY CENTER**

Between

LARAMIE COUNTY, WYOMING AND POUPPIRT ARCHITECTS

Signature Page

LARAMIE COUNTY, WYOMING

By: 
Troy Thompson, Chairman, Laramie County Commissioners


Date _____

ATTEST:

By: 
Debra Lee, Laramie County Clerk

Date 5-17-2022

CONSULTANT: Pouppirt Architects

By: 
Name: Rande Pouppirt, AIA
Title: President

Date May 12, 2022

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: 
County Attorney's Office

Date 5/16/22

Exhibit B
Insurance Requirements for Professional Services Contracts

Consultant shall procure and maintain for the duration of the contract, *and for five years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Service Office Form Number CA 0001 covering Code 1 (any auto), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of Wyoming.

4. **Professional Liability (Errors and Omissions)** Insurance appropriate to Consultant's profession with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** policy aggregate.

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned,

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

Primary Coverage

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

Notice of Cancellation

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

Claims Made Policies

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

1. The retroactive date must be shown, and must be before the date the execution date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.

3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Waiver of Subrogation

Consultant hereby agrees to waive rights of subrogation which any insurer of Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable insurance language effecting coverage required by this contract. All certificates and endorsements are to be received and approved the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Special Risks or Circumstances

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

Attachment A

Scope Statement

PROJECT OVERVIEW

The voters of Laramie County approved funding through the Special Purpose Tax initiative in November 2021 to build a new Cheyenne Senior Activity Center. Currently, the Cheyenne Housing Authority provides meals and services to senior citizens via the Laramie County Senior Services personnel. They currently operate an 8,500 sq/ft Senior Activity Center at 2101 Thomes Ave. which is open for breakfast five days per week and lunch seven days per week. Other services and activities are scheduled seven days per week. Laramie County Senior Services staff is available weekdays from 8:00am to 4:00pm at their current location. The purpose of this project will be to expand the services provided to the senior citizens of Laramie County including weekend and evening activities. The new facility should be approximately 17,000 sq/ft and will have a large parking lot, covered entry, full commercial kitchen, staff offices, dining room, wellness rooms and activity areas. There will be a designed connection to the current Foxcrest building at 4125 Cox Ct. Once complete, this new building will house the expanded staff of the Laramie County Senior Services personnel and be the base of operations for all meal services and meal deliveries to the satellite sites throughout Cheyenne. It will also serve as the permanent home of all senior activities, moving all existing operations to this new location and expanding services and hours. The design firm will work with the Owners to design the new facility on the new site to meet the current and projected needs of Laramie County Senior Services.

GENERAL SCOPE OF SERVICES

The requirements of the building are subject to change based on the programming efforts of the design team in coordination with the Owner. The construction budget is approximately \$7.5M. Current scope of design should include:

1. Large well-lit parking lot with connection to existing Cox Ct. parking lot and Pershing Blvd. sized for 50+ vehicles and ADA parking.
2. Connector to the existing Foxcrest building to the north.
3. ADA compliant sidewalks.
4. Lit outdoor signboard.
5. Covered area at the front doors for pedestrian loading/unloading.
6. Patio dining and seating area.
7. Landscaped lot with automatic sprinklers and walking pathway.
8. Commercial kitchen capable of preparing a meal for at least 500 people.
9. Food storage capable of long-term cold storage, dry and bulk storage, separate donation storage areas as required by the health department.
10. Nutritionist office with kitchen staff breakroom.
11. Food delivery and loading area separate from front entrance with adequate access to main roads for 20' box semi-trailer.
12. Reception and check-in area.
13. Dining room with seating for a minimum of 200 people used for eating and large events.
14. Dining room and activity area space should be flexible with partitions and table/chair storage closets.

15. Built in sound system in dining room.
16. Snack shop area to purchase snacks.
17. Secured area with offices, break room, supply room, record room and restrooms for staff only.
18. Oversized ADA restrooms for wheelchairs and mobility scooters.
19. Large conference room.
20. Multiple 20+ person activity rooms.
21. Comfortable TV and movie room.
22. Game room for existing pool tables, dartboard, etc.
23. Wellness room for stretching classes, yoga, meditation, etc.
24. Fitness room with exercise equipment.
25. Craft rooms with sink and storage.
26. Computer room.
27. Smaller meeting rooms.
28. Storage room for loaner wheelchairs, walkers, donation supplies, etc.
29. Custodian closet with W/D hookups and wheelchair washing area.
30. Building security system with after-hours monitoring, indoor and outdoor recording cameras.
31. Check-in kiosk and bulletin boards at the entrance.
32. Mechanical, electrical and communications rooms as needed.

This is not meant to be a complete list of all elements required within the scope of design services. The design firm shall work with the Owner to ensure that all requirements are met to provide an adequate and functional building that will meet the needs of the Owner and end users now and into the future.

**Attachment B
Fee Proposal**



FEES, RATES AND ESTIMATED COSTS

The Pouppirt Architects Design Team Proposal includes the following costs, which are all to be considered as Basic Services:

- Personnel Fees for: Meetings, Design Reviews, Consultants, Documentation, Reporting, Construction Administration Costs, Submittal & Equipment Reviews, Quality Control Reviews, Punch List Generation and Reviews, Closeout, Warranty Work, as standard for Architectural Services
- Professional Liability Insurance
- Printing and Mailing Costs
- Transportation, Lodging and Per Diem
- Office Overhead and Profit

The fixed fee for the "full-service" design services including Construction Administration services of the Pouppirt Architects Design Team are as follows:

FIXED FEE FOR DESIGN SERVICES.

Architecture, Landscape Architecture Pouppirt Architects	\$150,000.00
Civil Engineering CivilWorx	\$ 30,000.00
Mechanical & Electrical Engineering w/ IT&Security Infrastructure Wood Engineering	\$ 99,000.00
Structural Engineering Elevation Engineering	\$ 52,500.00
Kitchen Design H-C Design & Consulting	<u>\$ 44,100.00</u>
TOTAL DESIGN FEE	\$375,600.00

**FIXED FEE FOR PROCUREMENT AND CONSTRUCTION ADMINISTRATION SERVICES
THROUGHOUT CONSTRUCTION AND WARRANTY.**

Architecture, Landscape Architecture Pouppirt Architects	\$ 45,000.00
Civil Engineering CivilWorx	\$ 6,500.00
Mechanical & Electrical Engineering Wood Engineering	\$ 21,000.00
Structural Engineering Elevation Engineering	\$ 7,500.00
Kitchen Design H-C Design & Consulting	<u>\$ 6,100.00</u>
TOTAL PROCUREMENT & C/A FEE	<u>\$ 86,100.00</u>
GRAND TOTAL FEE (DESIGN & C/A)	\$461,700.00

HOURLY RATES TO BE USED THROUGHOUT THE DURATION OF THE PROJECT.

The following hourly rates will be utilized for compensation for additional services, after receipt of a written directive from the Owner:

Principals of Architecture, Engineering and Design Firms	\$150.00/ Hour
Senior Project Architects, Engineers and Designers	\$125.00/ Hour
Junior Project Architects, Engineers and Designers	\$100.00/ Hour
Administrative Staff	\$ 85.00/Hour

POTENTIAL FEE SAVINGS, IF ANY.

All members of the Pouppirt Architects Design Team have provided Laramie County with their most creative, efficient costing structure within the submission of this Proposal. Our Project Schedule indicates our effort to streamline the design process, which correspondingly results in real savings to the Owner.