

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF LARAMIE, WYOMING AND
HADDAD DRUGAN LLC, SEATTLE, WASHINGTON**

1. **Parties.** This Agreement is made and entered into this 17th day of June 2025, by and between the City of Laramie, Wyoming, a municipal corporation (hereinafter referred to as “City”) whose address is 406 Ivinson Avenue, Laramie, Wyoming 82070 and Haddad Drugan LLC (hereinafter referred to as “Artist”), whose headquarters are located at 315 28th Avenue S., Seattle, Washington 98144.

2. **Purpose of Agreement.** Artist shall provide all services for the Conceptual Design only of the 3rd Street Gateway Art Project (hereinafter referred to as “Project”). Specifically, Artist shall be responsible for the services as stated in Attachment 1 Scope of Work – Art Concept & Design 3rd Street Gateway Art Project, which is attached hereto and incorporated herein, in accordance with Attachment 2 City of Laramie: 3rd Street Gateway Art Project Call for Art (hereinafter referred to as “CALL”) which is attached hereto and incorporated herein.

3. **Term of Agreement and Required Approvals.** This Agreement is effective when all parties have executed it, and all required approvals have been granted. The term of the Agreement is from the date of execution through May 31, 2026, unless otherwise terminated or extended as outlined herein. The project shall be completed pursuant to the scope of services outlined in Attachment 1.

4. **Payment.**

4.1. **Agreement Sum.**

4.1.1. City agrees to pay Artist for the services described in the afore noted attachments. Payment of Artist’s services, as described shall be for time expended on project by Artist, they shall be remunerated at the payment per task as shown in Attachment 1. The Artist shall provide services in Attachment 1 and Attachment 2 related to visioning and conceptual design for the total projected maximum fee not to exceed fifteen thousand dollars (\$15,000.00). Fees related to a future final design, fabrication, commissioning, installation, and warrant, as needed will be negotiated and approved as detailed in paragraph 8.1. No payment shall be made for work performed prior to the date upon which the last required signature is affixed to this Agreement or the date of the Artist’s receipt of a Notice to Proceed, whichever occurs later. By mutual agreement, the City and Artist may reallocate the budget among project tasks if the total budget amount remains unchanged.

4.1.2. Reimbursable expenses, including travel related lodging, meals, and transportation will be included in the cost of project listed in Attachment 1.

4.1.3. Artist may submit invoices to City for payment upon completion of services for the project in Attachment 1. Invoices for services associated with Additional Services shall have written authorization from the City before proceeding with any additional services. Payments shall be made pursuant to Wyo. Stat. §16-6-602. Payments made beyond forty-five (45) days after invoice will include interest at the legal rate for the State of Wyoming for such period

beyond thirty (30) days. Any fees for services must be performed prior to the submission of the invoice. No advance payment for services may be requested.

4.1.4. Records of personnel, Artists, extra and reimbursable expenses pertaining to the Project shall be kept on a generally recognized accounting basis, acceptable to City, and shall be available to City or authorized representatives of City or upon request by City.

4.2. Payment of Artist's additional services shall be negotiated by City based upon negotiated fee for additional service, or time expended on projects by Artist and of Artist's subs. If paid per time expended, remuneration shall be at the hourly rate as shown in Attachment 1.

5. Responsibilities of Artist.

5.1. General Services.

5.1.1. Artist's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. Artist shall comply with the schedule for the performance of Artist's service as outlined in Attachment 1 to this Agreement and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for City's review, and for approval of submissions by authorities having jurisdiction over each project. Time limits established by this schedule approved by City shall not, except for reasonable cause, be exceeded by Artist.

5.1.2. Artist may have a direct agreement with a person or entity to perform a portion of services required by this Agreement. Prior to subcontracting any work or services herein, Artist agrees to notify City in writing as to those services to be subcontracted and to which firm. Regarding work performed under this Agreement, Artist agrees that it is as fully responsible to City for negligence, negligent acts, and omissions of Artist's subs and their agents, and/or persons either directly or indirectly employed by them, as it is for the negligence, negligent acts or omissions of person is directly employed by Artist to the extent caused by Artist's employees, agents or subs. Nothing in the foregoing procedure shall create any contractual relation between City and any subs employed by Artist under the terms of this Agreement. By written agreement, Artist shall require each sub, to the extent of the services to be performed by sub, to be bound to Artist by the terms of this Agreement, and to assume toward Artist all obligations and responsibilities which Artist, by this Agreement, assumes toward City.

5.1.3. Artist shall consult, to the extent required by City, with authorized employees, agents and/or representatives of City relative to the completion of the project as described in this Agreement and associated attachments.

5.1.4. Artist shall designate a principal or member of Artist's staff satisfactory to City as the Project representative who shall, so long as their performance continues to be acceptable to City remain in charge of the services for the project in this Agreement and associated attachments.

5.1.5. Artist shall provide copies of all documents required by City for

review and approval by City and the appropriate authorities and agencies.

5.1.6. This project agreement includes all services to complete project as outlined in this Agreement and associated attachments.

5.1.7. Artist shall conduct conversations with citizens of Laramie, professional organizations, boards, and commissions, and maintain notes of those meetings.

5.2. Extra Services of Artist. Additional services beyond the scope defined in Paragraph 2. Purpose of Agreement, herein, when authorized in advance by means of a written City change authorization, pursuant to the amendment provision of this Agreement contained in Paragraph 8.1, shall be paid for by City, as provided Paragraph 4.2. If, in the opinion of City, the scope of the extra services significantly changes the terms of this Agreement, City has the right to publicly advertise and negotiate for those services without terminating this Agreement.

5.2.1. Revision to documents to accommodate changes (excluding corrections of design errors, conflicts, and/or omissions by Artist or changes initiated by Artist) when so directed by City.

5.2.2. Preparation of change order documents for revisions and changes requested by City (excluding corrections of errors and omissions by Artist).

5.2.3. The services of Artist's subs; preparation of models, other than study models made at the Artist's option.

6. Responsibilities of City.

6.1. Unless otherwise provided in this Agreement, City shall provide full information in a timely manner regarding requirements for and limitations on the project and shall perform the responsibilities and duties identified in Attachment 1 and Attachment 2.

6.2. City's Project representative as identified in Paragraph 8.16 shall be authorized to act on the behalf of City with respect to the project described in Attachment 1. City and/or their designee shall render decisions in a timely manner pertaining to documents submitted by the Artist to avoid unreasonable delay in the orderly and sequential progress of the Artist's services.

6.3. City agrees to notify Artist, in writing, of the acceptance of each of the submittals outlined in Attachment 1 by City.

6.4. Nothing in this Agreement nor any act or failure to act on the part of City shall be construed as a waiver of a claim by City for any defects or deficiencies in the Drawings and Specifications or of the project administration required of Artist.

6.5. To the extent authorized by law, City agrees to provide Artist copies of any existing plans, drawings, plan revisions and other public information and data necessary and available existing data and documentation to Artist for use by Artist.

6.6. City agrees to provide Artist with support services needed to organize, schedule, notify, provide meeting locations, and conduct meetings.

7. Special Provisions.

7.1. Limitation of Payments. City's obligation to pay the Artist for services rendered pursuant to this Agreement is conditioned upon the availability of City's funds which are allocated to pay the Artist. If funds are not allocated and available to pay the Artist for these services, City may terminate this Agreement at the end of the period for which the funds are available. No liability shall accrue to City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages because of termination under this section. This provision shall not be construed to permit City to terminate this Agreement to acquire similar services from another party. The Artist shall be paid for all services provided and expenses incurred prior to receipt of any such notification that City was terminating the Agreement because of a shortage of funds.

7.2. Monitor Activities. City shall have the right to monitor all Agreement related activities of the Artist and all subs. This shall include, but not be limited to, the right to examine or evaluate completed work or work in progress, and to observe all Artist personnel in every phase of performance of Agreement related work.

7.3. No Finder's Fees. No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement shall be paid by either party.

7.4. Nondiscrimination. Artist shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), and the Americans With Disabilities Act (hereinafter referred to as "ADA"), 42 U.S.C. 12101, et seq. All parties agree that all hiring must be done based on merit and qualifications. There may be no discrimination based on race, color, religion, creed, political ideas, sex, sexual orientation, gender identity, age, marital status, physical or mental disability, or national origin by the person or persons performing the requirements of this Agreement including, but not limited to, the prevailing wage laws in the performance of this Agreement. Artist shall include the provisions of this section in every subcontract awarded more than ten thousand dollars (\$10,000) so that such provisions are binding on each sub.

7.5. Immigration Reform and Control Act of 1986. In connection with the performance of Artist pursuant to this Agreement, Artist warrants that it will comply with the requirements of the Immigration Reform and Control Act of 1986 (P.L. 99-603, November 6, 1986) which prohibits the hiring, referral or recruitment of aliens not authorized to work, and provides for employer verification that an individual is not an unauthorized alien. Artist agrees to send notice to

all sub regarding the requirements of the Immigration Reform and Control Act of 1986 and notice that they are expected to comply with all its provisions.

8. General Provisions.

8.1. Amendments. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement. Change in Services of the Artist, including but not limited to Paragraph 5.2, include services required of Artist's subs may be accomplished after execution of this Agreement, without invalidating this Agreement, if mutually agreed in writing.

8.2. Applicable Law/Venue. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.

8.3. Assignment/Agreement Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party. The Artist shall not use this Agreement, or any portion thereof, for collateral for any financial obligation.

8.4. Audit. City and any of its representatives shall have access to any books, documents, papers, and records of Artist which are pertinent to this Agreement. The Artist shall maintain such records for five (5) years after termination of the Agreement, or for two (2) years after the final resolution of any dispute arising from the Agreement, whichever is later. Additionally, Artist shall abide by all regulations imposed by funding sources or governmental agencies, such as auditing requirements, payroll affidavits, and other documentation or verification.

8.5. Award of Related Agreements. City may undertake or award supplemental or successor agreements for work related to this Agreement. The Artist shall cooperate fully with other Artists and City in all such cases.

8.6. Compliance with Law. Artist's professional services shall be consistent with sound practices and shall keep informed of and comply with all applicable federal, state and local laws, regulations, codes and standards that are applicable in the performance of this Agreement. In the event of a change in laws and/or regulations of which the Artist shall inform City of the change and its impact on work already performed or to be performed, fees and costs involved, and scheduling. If either City or Artist believes the change requires a renegotiation of this Agreement, both parties will renegotiate the Agreement promptly and in good faith. If a renegotiated Agreement cannot be agreed to, either party may terminate this Agreement pursuant to Paragraph 8.23.

8.7. Confidentiality and Publicity. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Artist in the performance of this Agreement shall be kept confidential by Artist unless written permission is granted by City for its release or unless disclosure is otherwise required by law. Artist shall have

similar agreements with any subs to maintain the confidentiality of information specifically designated as confidential by City.

8.8. Entirety of Agreement. This Agreement, consisting of twelve (12) pages, together with Attachment 1 entitled “Scope of Work” consisting of two (2) pages, and Attachment 2 entitled “City of Laramie: 3rd Street Gateway Call for Artists” consisting of four (4) pages, represents the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

8.9. Ethics. Artist shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat §9-13-101, et seq.), and all ethical standards governing Artist’s profession.

8.10. Force Majeure. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

8.11. Indemnification.

8.11.1. Artist shall indemnify and hold harmless the City and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out of Artist’s failure to perform any of Artist’s duties and obligations hereunder or in connection with the negligent performance of Artist’s duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Artist’s malpractice in connection with its performance under this Agreement.

8.11.2 Artist shall be liable to City for all damages and every expense, cost, attorneys’ fees and payment incurred by City to the extent caused by the negligence, negligent acts, errors or omissions in any of the services furnished under this Agreement by Artist or subs.

8.11.3. Without limitation as to other remedies, which City may have, Artist will without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

8.12. Independent Contractor. Artist shall function as an independent Contractor for the purposes of this Agreement and shall not be considered an employee of City for any purpose. Artist shall assume sole responsibility for any debts or liabilities that may be incurred by Artist in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing Artist or its agents and/or employees to act as an agent or representative

for or on behalf of the City, or to incur any obligation of any kind on the behalf of City. Artist agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to City employees will inure to the benefit of Artist or the Artist's agents and/or employees because of this Agreement.

8.13. Kickbacks. Artist 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. Artist shall provide City with a certification under oath that they have not in any way been involved in any gratuities, kickbacks, or contingent fees in connection with their selection or ultimate performance under this agreement. If the Artist breaches or violates this warranty, City may, at its discretion, terminate this Agreement without liability to the City, or deduct from the Agreement price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

8.14. Notices. All notices arising out of, or from, the provisions of this agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, e-mail, or delivery in person.

8.15. Notice and Approval of Proposed Sale or Transfer of Artist. Artist shall provide City with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of Artist. Such notice shall be provided in accordance with the notice provision of this Agreement. If City determines that the proposed merger, consolidation, sale, or transfer of assets is not consistent with the continued satisfactory performance of Artist's obligations under this Agreement, then City may, at its option, terminate or renegotiate the Agreement.

8.16. Liaison and Notice City's and Artist's Designated Representatives.

8.16.1. The City's designated representative for the Project is Todd Feezer, Assistant City Manager, City of Laramie, PO Box C, Laramie, WY 82073, telephone number: (307) 721-5304, email: tfeezer@cityoflaramie.org.

8.16.2. The Artist's designated representative for the Project is Tom Drugan, Partner/ Artist, Haddad Drugan LLC, telephone number: (206) 650-9424, email: tom@haddad-drugan.com.

8.16.3. All notices and invoices required in this Agreement shall be in writing, properly addressed to the liaison noted above, and mailed first-class, postage prepaid. All notices sent via U.S. Postal Services are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt. Electronic correspondence is acceptable if properly addressed to the liaison noted above.

8.17. Insurance. The Artist shall maintain the following insurance:

8.17.1. Comprehensive General Liability. Artist shall have and maintain comprehensive general liability insurance coverage during the entire term of the Agreement, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, in an amount not less than one million dollars (\$1,000,000.00) each occurrence and one million dollars (\$1,000,000.00) in the general aggregate.

8.17.2. Workers Compensation or Employers Liability Insurance. If Artist has employees, they shall provide proof of workers compensation coverage, for all its employees who are to work on the projects described in this Agreement. Artist's coverage shall be under the Wyoming Workers Safety and Compensation program, if statutorily required or such other workers compensation insurance as appropriate.

8.17.4. Business Automobile Liability. Contractor shall maintain, during the entire term of the agreement, automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.

8.17.5. Coverage. All policies required under this Agreement shall be in effect for the duration of this Agreement and projects. All policies shall be primary and not contributory. Contractor shall pay the premiums on all insurance policies and insurance certificates must include a clause stating that the insurance may not be revoked, cancelled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to City.

8.17.6. Additional Insured. All insurance policies required by this agreement, except workers' compensation and automotive liability, shall name city as an additional insured, and shall contain a waiver of subrogation against city, its agents, and employees. Artist shall provide, upon request a copy of an endorsement providing this coverage.

8.18. Ownership of Documents/Work Product/Materials. All original documents including drawings, specifications, guidelines, and other documents prepared by Artist in connection with this agreement (collectively from herein referred to as "Instruments of Service") prepared by the Artist, whether complete or incomplete, shall be and remain the property of Artist. Artist shall supply City copies of all Instruments of Service and any other, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Agreement. Artist and City shall have the right to utilize such documents during its marketing, professional presentations, and for other promotional purposes. Artist and City mutually agree to credit each other when using Instruments of Service for these uses. City agrees to not build or direct others to build Artworks based on Artist's designs and drawings without Artist or without prior consent of Artist.

8.19. Patent or Copyright Protection.

8.19.1 Artist recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by Artist, or its sub will violate any such restriction.

8.19.2 If any patentable or copyrightable material or article should result from

the Instruments of Service created by HADDAD DRUGAN LLC, Artist shall retain the copyright and all other intellectual property rights to the Artwork under the Copyright Act of 1976, 17 U.S.C. §101 et seq., as the sole author of the Artwork for the duration of the copyright. Artist grants City an irrevocable, non-exclusive, royalty free license to graphically reproduce, for educational, public relations, arts promotional and any noncommercial purposes, by any means, in perpetuity, the image of the Artwork, including but not limited to all preliminary studies, models and maquettes that have been delivered to and accepted by Owner and to authorize third parties to graphically reproduce any and all of the same, as are desired by Owner. On each such reproduction, the Artist shall be acknowledged to be the creator of the original Artwork. This provision does not apply to any work products or designs collaboration by the Artist and Project partners.

8.20. Prior Approval. This Agreement shall not be binding upon either party; no services shall be performed under the terms of this Agreement, until this Agreement has been reduced to writing and approved by the Laramie City Council.

8.21. Sovereign Immunity. The City does not waive sovereign immunity by entering into this Agreement, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

8.22. Taxes. Artist shall pay all taxes, and other such amounts required by federal, state, and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

8.23. Termination of Agreement.

8.23.1. City reserves and has the right and privilege of canceling, suspending, or abandoning the execution of all or any work or projects in connection with this Agreement at any time upon written notice to Artist. The Artist may terminate this Agreement upon written notice to City should City substantially fail to perform in accordance with Paragraph 4 and 5 of this Agreement.

8.23.2. In event of termination, all finished or unfinished draft documents, draft ordinances, drawings, or tables prepared by Artist shall be immediately surrendered to City.

8.23.3. In the event of termination, City shall pay to Artist, as full payment for all services performed and all expenses incurred under this Agreement, which shall have become payable because of the progress in the work. In ascertaining the services rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete draft documents, draft ordinances, drawings or tables, whether delivered to City or in the possession of City and to authorized reimbursable expenses.

8.24. Third Party Beneficiary Rights. 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 this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in

determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only party's signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this agreement, or to bring an action for the breach of this Agreement.

8.25. Disputes/Remedies. In seeking to resolve any dispute relating to this Agreement, City does not waive its sovereign immunity. Any dispute or claim arising out of or relating to this Agreement may be assigned to non-binding mediation upon mutual agreement of the parties, in accordance with the Wyoming Supreme Court's rules for alternative dispute resolution. The parties to the dispute shall bear their respective costs for the mediation. The rights and remedies of the parties provided for in these clauses are in addition to any other rights and remedies provided by law or under this Agreement.

8.26. Limitations on Lobbying Activities. In accordance with P.L.101-121, any payments made from a Federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying Congressmen, or any other Federal Department in connection with the award of a Federal grant, contract, cooperative agreement, or loan. Contractor and any subcontractors shall submit a certification statement and disclosure form acceptable to the State before commencement of the work.

8.27. Warranty. Artist warrants the following:

8.27.1. Has the ability to perform the agreed services; and

8.27.2. Shall provide suitable resources to perform work in accordance with agreed services; and

8.27.3. Will endeavor to provide the services herein on a timely basis consistent with the difficulty and scope of services to be provided; and

8.27.4. Shall perform services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances; and

8.27.5. Is responsible for the professional quality, technical accuracy and coordination of all draft documents, draft ordinances, drawings, tables, and other services furnished by Artist under this Agreement.

8.28. Extension. Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be requested by the Artist and following approval by City shall be effective only after it is reduced to writing and executed by all parties to the Agreement. Any agreement to extend this Agreement shall include, but not necessarily be limited to: an unambiguous identification of the Agreement being extended; the term of the extension; the amount of any payment

to be made during the extension, or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Agreement shall, unless explicitly delineated in the exception, remain as they were in the original Agreement; and, if the duties of either party will be different during the extension than they were under the original Agreement, a detailed description of those duties.

8.29. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect and either party may attempt to renegotiate the terms affected by the severance.

8.30. Titles Not Controlling. Titles of paragraphs are for reference only and shall not be used to construe the language in this Agreement.


8.31. Waiver. The waiver of any breach of any term or condition in this Agreement shall be deemed a waiver of any prior or subsequent breach.


8.32. Time is of the Essence. Time is of the essence in all provisions of the Agreement.

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IN WITNESS WHEREOF, the Laramie City Council has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and Artist has signed and executed this Agreement, the day and year first written above.

CITY OF LARAMIE, WYOMING:

By: 
Sharon Cumbie, Mayor, and President
City of Laramie, City Council

Attest: 
Nancy Bartholomew, CMC
City of Laramie, City Clerk



ARTIST:

By: 
Thomas Drugan, Partner Artist
Haddad Drugan LLC

Attest: 
Laura Haddad, Partner Artist
Haddad Drugan LLC

Scope of Work - Art Concept & Design

3rd Street Gateway Art Project

Overview

Artists (Haddad Drugan, LLC) will conduct research, visit the community and gather input, and coordinate with various stakeholders (BHA Design Team, City, Laramie Public Art Coalition, and other) to create a conceptual design for artwork that creates a gateway in and out of downtown Laramie on 3rd Street. The Gateway Artwork has an estimated total budget of \$300,000.00 (\$15,000 Conceptual Design/\$285,000 Fabrication/Installation) and will be fully designed by the artists, engineered by a Wyoming Licensed Structural Engineer, fabricated and installed through a future contract between Artist and the City of Laramie.

Phase 1: Research, Document Review, Site Visit

- Review WYDOT 3rd Street Improvement Drawings
- City Planning Documents (2014 Laramie Public Art Plan; 2017 3,2,1 Third Street Plan, etc.)
- Natural and Cultural History
- Community Events
- Arts & Culture organizations and their work (Laramie Public Art Coalition, Laramie Main Street Alliance, Visit Laramie, etc.)
- Existing Art Installations
- Natural Environment (Climate, Geography, Environment (Significant Flora and Fauna)
- Natural Features (River, Hoodoo's, Forests, Parks)
- BHA 3rd Street Beautification Plans, Open House Boards & Public Comments
- Online meetings:
 - BHA Review of Public Meeting 1 Boards and Comments
 - BHA Introductions
 - BHA Review of Public Meeting 2 Boards and Comments
 - BHA Beautification Designs
- Trip 1 Laramie Visit – Exploration & Inspiration
 - Meet with BHA (In Laramie or in Fort Collins at BHA)
 - Site Visit (walk corridor and take photographs)
 - Downtown Visit (explore downtown and surrounding context)
 - Visit key Laramie attractions including historic sites
 - Meet with City, LPAC, and other stakeholders
 - Farmer's Market Engagement Event (Summer Fridays 3 to 7)
 - Leave survey questions and provide link for those who cannot attend in person

Phase 2: Develop Thematic Ideas and Initial Art Concepts Develop Art Conceptual Ideas

- Present Inspirations, Ideas, and Initial Concept to Project Team (Online Presentation)
 - Key Inspirations from Exploration Trip
 - Preliminary Art ideas (concept sketches)
 - Identify Art Locations
- Trip 2 Laramie Visit – Concept Design Presentation

- Meet with all previous Stakeholders (1 meeting)
- Public presentation (1 meeting)
- Receive Feedback

Phase 3: Art Concept

- Review Feedback and Develop Art Concept including
 - Concept Description
 - Concept Inspirations (images and text)
 - Preliminary Budget
 - 3D representations (computer model and renderings)
 - Material samples and finishes (photos and/or physical examples)
- Conceptual Design Presentation (Online presentation)
 - Present Conceptual Design to Stakeholders
 - Receive Feedback
- Finalize Gateway Art Concept
 - Address Feedback and Tweak Concept; submit pdf with final art concept renderings, site plans, narrative description, budget, material samples
 - Concept Approval

Schedule & Payments

(Note: Schedule may be adjusted based on City and Stakeholder input and availability.)

Phase 1: Research, Review Documents, Site Visit	June – July 2025	\$5,000.00
Phase 2: Develop Thematic Ideas/Initial Art Concepts	July – Sept. 2025	\$5,000.00
Phase 3: Art Concept	Sept. – Dec. 2025	<u>\$5,000.00</u>
		\$15,000.00

Additional Services Rates

If mutually agreed upon additional services are added to this Scope of Work are to be billed per hourly rate rather than per a negotiated sum, the following hourly rates shall be applied:

- Thomas Drugan, Partner Artist \$125.00/ hour*
- Laura Haddad, Partner Artist \$125.00/ hour*
- 3D Modeling/ Computer Graphic Subcontractor \$75.00/ hour*

*Hourly rates include all overhead, profit, and management costs. Travel Expenses will be reimbursable at cost.

City of Laramie: 3rd Street Gateway Art Project Call for Art

Call Overview

Entry Deadline: 3/3/25, Work Sample Requirements: Images (Minimum: 5, Maximum: 10) – Video (Minimum: 0, Maximum: 2), Total Samples: Minimum: 5, Maximum: 12, Call Type: Public, Art Eligibility: National, State: Wyoming, Budget: \$300,000.

Call Description

The City of Laramie, Wyoming, Laramie Main Street Alliance, and Laramie Public Art Coalition have partnered to complete a beautification of 3rd Street, the main road and state highway in downtown Laramie. The Wyoming Department of Transportation (WYDOT) will complete updates to intersections, curbs, and sidewalks in summer 2025. The opportunity exists for artwork that acts as a gateway to the downtown neighborhood on both the south and north sides of 3rd Street. Artwork that is visible both day and night and interactive with cars and pedestrians has been identified through previous planning.

The artwork will signify the entrances to downtown, becoming a core part of the community experience. The selected artist or artist team will be contracted to create a design based on community visits and information gathering sessions. Interested artists should be adept at working with community and excited about the prospect of creating an artwork that reflects the spirit of Laramie, Wyoming.

Overview

In 2025, the Wyoming Department of Transportation (WYDOT) will overhaul traffic and pedestrian features of Third Street, Laramie’s unwelcoming gateway. Laramie Main Street and the City of Laramie partnered on a community-driven vision for this corridor. The 2017 plan, “3,2,1...Third Street,” cited the need for public art. Gateways are also highlighted in the 2014 Laramie Public Art Plan:

“The gateways to Laramie are cited most often as places in need of transformation. They are the first and last impression of Laramie for residents and visitors. The need to transform the gateways is not a new desire; it was identified in the City of Laramie’s 2007 Comprehensive Plan...and is included in the draft Parks and Recreation Master Plan. Public art alone cannot address the issue, but (we) can spearhead the effort, or work in tandem with other entities.”

The City of Laramie is in the process of hiring a design firm to help with additional community informed beautification efforts for the 3rd Street corridor. The artist or artist team selected will work closely with this team to ensure artwork and other elements are complementary. Easements for the artwork sites will be confirmed with the design firm. The conceptual design can determine where the artwork will be installed, within the 10 block footprint of the 3rd Street Plan.

Laramie Public Art Coalition is administering the call for artists on behalf of the City of Laramie. Funding for this project in part by the National Endowment for the Arts Our Town program, the Guthrie Family Foundation, and the City of Laramie.

Budget

\$300,000 in total: \$15,000 for conceptual design phase, including artist fee and travel.
\$285,000 to complete the approved artwork, including artist fees, travel, fabrication, installation, and other costs.

Selection Process

A selection committee including members of the community, local artists, a City Hall staff member, a representative of WYDOT, and a representative of Laramie Main Street will select finalists to interview based on artistic merit, artist(s) proven ability to work in community, and project interest.

Finalists will be paid \$100 to participate in a virtual interview, including a short presentation on relevant past projects. Should the selection committee need additional time with the finalists, additional compensation and travel stipends will be discussed. One artist or artist team will be selected to work with the Laramie team.

Schedule

- RFQ released: Friday, January 24, 2025
- Artist Information Session: Thursday, February 6, 2025, at 5:30 PM MT via Zoom Link to join. A recording of the Zoom info session will be linked at <https://www.laramiepublicart.org/opportunities>
- Submission deadline: Monday, March 3, 2025, at 11:59 PM MT
- Finalists notified: By March 28, 2025
- Finalist interviews: Week of April 7, 2025
- Artist selected by April 18, 2025
- First artist visits to Laramie: May 2025 (date to be determined with artist and team)

Schedule subject to change, especially as it relates to the final selection of the artist or artist team. The Selection Committee can move forward with additional finalist interviews and visits, should it be necessary for consensus.

Artwork installation schedule to be determined by the Artist and the Internal Design Review Team including the City of Laramie, Laramie Main Street Alliance, and Laramie Public Art Coalition. Installation to ideally occur in fall 2026.

City of Laramie

Laramie, the Gem City of the Plains, is a city of about 30,000 sitting at 7,200 feet in the high plains of Wyoming. Surrounded by abundant nature, the city is home to the only four-year university in the state, the University of Wyoming.

Laramie Public Art Coalition

Mission: Laramie Public Art Coalition (LPAC) cultivates belonging, joy, and curiosity through public art in Albany County, Wyoming. LPAC is an independent, non-profit 501c3 that provides the greater Laramie community with a structure and inclusive processes to create successful public art projects that reflect the community's identities and values and contribute to community vitality.

At LPAC:

- We believe art is for everyone.
- We strive to create an inclusive and transparent process for creating in the community.
- We meet people where they are.
- We value artists and their contributions to our community and space.
- We enhance public space and create opportunities for challenging conversations.

Laramie Main Street Alliance

Mission: Laramie Main Street Alliance strives to preserve historic Downtown Laramie while enhancing its economic and social vitality.

Transformation Strategy: Develop Downtown as a home for entrepreneurs with a focus on authentic consumer experiences and creative Third Space.

Application Requirements

RFQ Materials shall include:

1. Letter of interest: Include interest in working with the Laramie team and why this project would be a good fit for your artistic practice. (Limit to 2000 characters)
2. Community statement: Tell us about how your artistic practice has included community involvement, referencing a specific project would be helpful. (Limit to 2000 characters)
3. CV/Resume: (2-page limit)
4. Media: Up to 10 digital images of relevant completed artwork. Artist(s) may submit up to two videos of relevant artwork, if it is essential to understanding the work. Label images/media: last name of artist, artwork title, installation date. JPGs only.

5. Media script: Short description of each completed artwork submitted as media. The media script should include the title of the artwork, the budget of the project, the location, and the artwork intent. (Limit to 100 words per artwork).

All applications must be received through Call for Entry. For more information and help with applying, artists can attend the virtual information session on Thursday, February 6 at 5:30 MT. [Link to join.](#)

Application will be disqualified if: the required materials are not submitted and directions for submission not followed OR, in the letter of interest or media work samples, the artist includes a proposal for the artwork. Contact Laramie Public Art Coalition with questions about the call at director@laramiepublicart.org.

Eligibility Criteria

The call is open to all artists ages 18 and over, regardless of race, color, religion, national origin, gender, gender identification, age, military status, sexual orientation, marital status, or physical or mental cognition.