

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF LARAMIE, WYOMING AND
VECTOR DISEASE CONTROL INTERNATIONAL, LLC**

1. **Parties.** This Agreement is made and entered into this _____ day of April, 2017 by and between the City of Laramie, Wyoming, a municipal corporation (hereinafter referred to as “City”) whose address is 406 Iverson St., Laramie, Wyoming 82070 and Vector Disease Control International, LLC (VDCI) (hereinafter referred to as “Contractor”) whose address is 1320 Brookwood Drive, Suite H, Little Rock, AR 72202.

2. **Scope of Work.** Contractor shall provide professional aerial services for the application of mosquito control pesticides during the 2017 and 2018 mosquito control seasons. Specifically, Contractor shall be responsible for the scope of services as stated in Paragraph 5 herein.

3. **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted. The term of the Contract is from the date of execution through December 31, 2018 unless otherwise terminated or extended as outlined herein. This contract may be renewed up to two (2) times for one (1) year periods by agreement of both parties in writing subject to the required approvals. During each of the optional years, an increase of up to 3.5% in the fees is allowable.

4. **Payment.**

A. **Contract Sum.**

(i). City agrees to pay Contractor for the services described in Paragraph 5 herein. The Contractor shall provide services in Paragraph 5 herein for the total projected maximum fee of two hundred three thousand dollars (\$203,000.00) for the application of mosquito control pesticides during the term of the contract, including reimbursable expenses as outlined in Attachment A. \$203,000.00 reflects the remaining aerial budget for FY 17 (\$101,500.00), and the projected budget for aerial application in FY 18 (\$101,500.00)

(ii). Contractor may submit monthly invoices for payment upon completion of services for the project as outlined in paragraph 5 herein. Monthly invoices for services associated with additional services as described in Paragraph 5 (E) shall have written authorization from the City before proceeding with any additional services and costs for any additional services shall be as outlined in Attachment A. 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.

(iii). Records of personnel, consultants, 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 upon request by City.

5. Responsibilities of Contractor.

A. General Services.

(i). Contractor's services shall be performed as expeditiously as is consistent with professional standards and the orderly progress of the services described in attachment A.

(ii). Contractor shall consult, to the extent required by City, with authorized employees, agents and/or representatives of City relative to professional delivery of services for the project.

(iii). Contractor shall designate a principal or member of Contractors staff satisfactory to the City as the Project Representative who shall, so long as their performance continues to be acceptable to City remain in charge of the services in attachment A.

(iv). Contractor shall designate a principal (single pilot) 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 project as described in attachment A.

(v). Contractor shall assist City in fulfilling requirements and contingencies set forth or required by appropriate authorities and agencies whose interest bears on the safe and efficient operation of this project. Appropriate authorities and agencies shall mean any private, local, municipal, county, state, region or federal authority or agency with which each of the projects may be involved. This term is intended to include those agencies and authorities, which may require information or the filing of plans, specifications, or other documentation or verifications in connection with the project herein on either a voluntary or non-voluntary basis.

(vi). Contractor shall be responsible for correcting any inconsistencies, errors or omissions in aerial application services supplied by the Contractor at no additional cost to the City. Except as provided in Paragraph 5 (E), Contractor agrees, at no additional cost to City, to render assistance to City in resolving problems relating to the services described in attachment A.

(vii). Contractor shall provide copies of all documents required by City for review and approval by City and any appropriate authorities and agencies.

(viii). Aerial applicators and aircraft are required to be registered with the Aeronautics Commission, State Office Building, Cheyenne, Wyoming. The Contractor's aircraft and pilot(s) must meet the minimum requirements of all city, county, state, and federal regulations pertaining to aircraft and/or pilots applying pesticides by air in congested areas and obtain all necessary permits, waivers and certificates covering such aerial applications. All aerial applicators must have the appropriate commercial pest control applicators license including Wyoming Class 911-O (Specific Pest Mosquito Control) and 912 (Aerial Applicator)

(ix). Contractor shall provide a “ Closed Pumping System”, complete with dry break couplings, suitable for use in the transfer of Dibrom pesticide for loading and unloading the aircraft.

(x). Contractor to abide by insecticide labels. Contractor to provide leak proof insecticide aircraft tank(s). The Contractor will be responsible for all cost incurred for clean up of materials lost through excessive insecticide applications, spillage, leaks, etc. The aircraft spraying system must be so constructed so that all insecticide can be drained from the system. The cost of said materials and clean-up will be deducted from the payment voucher. Clean up must conform to all Federal, State and local standards. The city will perform (or contract for) all cleanup and will submit a statement of cost to the contractor, which the contractor hereby agrees to pay.

(xi). Contractor shall be responsible for providing adequate communication equipment to permit the City’s representative to communicate at all times with the aerial applicator. GPS guidance systems are required.

(xii). Contractor shall be in the area and prepared to spray either the entire area or a part of the area on a maximum of 72 hours notice.

(xiii). Contractor shall apply for and receive coverage under the Wyoming Pesticide Discharge Elimination System (WYPDES) permitting program as required by Wyoming Department of Environmental Quality. Contractor to supply any pertinent information developed or gathered in performance of this contract to the City to support the requirements of any WYPDES permit issued to the City. Specifically:

(a). Calibration records for any aircraft spray system used in applications for this contract.

(b). Maintenance and cleaning logs for aircraft spray systems used in applications for this contract.

(c). Pesticide application logs including: date and time, location of pesticide application, rates of application, total pesticide applied, total spray mix applied including carriers or adjuvant, weather conditions, GPS map of spray block area.

B. Aerial Liquid Larvicide Application

(i). Contractor shall provide licensed pilot and aircraft with suitable spray equipment including aerial application nozzles or rotary atomizers to efficiently and safely apply liquid larval control products.

(ii). Aerial spray nozzles or rotary atomizers shall produce droplets of 175 - 225 microns. Nozzle specifications and manufacturers recommendations must be followed in the operation of aerial spray systems. The City reserves the right to require independent droplet testing to insure proper droplet size.

(iii). Larval control product formulation will be determined by the Mosquito Control Supervisor and mixed in an appropriate solution with or without water and will be applied at rates ranging from 16 to 30 oz per acre, with individual applications ranging from 1,000 acres to 10,000 acres. Chemicals to be supplied by the City.

C. Aerial Granular Larvicide Application

(i). Contractor shall provide licensed pilot and aircraft with suitable dry material spreading manifold and metering equipment to safely and efficiently apply granular mosquito control products.

(ii). Aerial application manifold shall dispense granules in a homogenous and consistent pattern to provide adequate coverage of mosquito habitat. The City reserves the right to require independent testing to insure proper coverage and application rate for product dispersed.

(iii). Larval control product formulation will be determined by the Mosquito Control Supervisor and applied at rates ranging from 3 to 10 lbs. per acre, with individual applications ranging from 500 acres to 5,000 acres. Chemicals to be supplied by the City. Chemicals to be provided on site at Laramie Regional Airport.

(iii). City shall be responsible for loading and unloading the aircraft unless other arrangements are negotiated. Pesticide packaging may include 40 – 50 lb. bags or 1,000 – 2,000 lb. bulk lift bags.

D. Rural Adult Mosquito Control Application

(i). Contractor shall provide licensed pilot and aircraft with suitable spray equipment including wind driven or electric rotary atomizers to efficiently and safely apply ULV malathion and/or Dibrom.

(ii). Rural ULV malathion will be applied at 1-3 oz per acre, with individual applications ranging from 4,700 acres to 17,000 acres. Rotary atomizers shall produce droplets such that The Volume Median Diameter (VMD) is < 60 microns and that 90% of the spray is contained in droplets smaller than 100 microns. Nozzle specifications and manufacturers recommendations must be followed in the operation of aerial spray systems. The City reserves the right to require independent droplet testing to insure proper droplet size. Chemicals to be supplied by the City.

(iii). Rural ULV Dibrom Concentrate will be applied ½ oz per acre with individual applications ranging from 7,680 acres to 15,360 acres. Rotary atomizers shall produce droplets such that the volume median diameter (VMD) is less than 60 microns and that 90% of the spray is contained in droplets smaller than 115 microns. Nozzle specifications and manufacturers recommendations must be followed in the operation of aerial spray systems. The contractor is required to provide all necessary corrosion resistant equipment for the transfer of Dibrom from chemical containers to the aircraft. The City reserves the right to require independent droplet testing to insure proper droplet size. Chemicals to be supplied by the City.

E. Urban Adult Mosquito Control Application (Emergency)

(i). Contractor shall provide licensed pilot and aircraft with suitable spray equipment including wind driven or electric rotary atomizers to efficiently and safely apply ULV Biomist 4+4 or suitable alternate.

(ii). Rotary atomizers shall produce droplets with a Volume Mass Diameter (VMD) < 60 microns. 90% of the spray must be smaller than 100 microns. Nozzle specifications and manufacturers recommendations must be followed in the operation of aerial spray systems. The City reserves the right to require independent droplet testing to insure proper droplet size.

(iii). Biomist 4+4 to be applied at ultra low volume rate of 3oz/acre, with individual applications ranging from 7,000 to 12,000 acres (Within the Laramie City Limits) Chemicals to be supplied by the City. This application shall fall under 14 CFR- chapters I- part 137.51 and 14 CFR- chapter I- part 137. 53 rules for “Operation over congested areas” and the applicant must be able to fulfill all obligations pursuant to these rules. FAA pre-authorization of the congested area plan must be in place by June 1, 2017.

F. Extra Services of Contractor. The following services, when authorized in advance by means of a written City change authorization, pursuant to the amendment provision of this Contract contained in Paragraph 8(A), shall be paid for by City, as provided Paragraph 4(A) (ii) herein and at the costs as outlined in Attachment A. If, in the opinion of City, the scope of the extra services significantly changes the terms of this Contract, City has the right to publicly advertise and negotiate for those services without terminating this Contract.

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

(ii). Additional services necessary to observe correction of defects in or damage to the projects (excluding corrections of defects or damage related to or arising from the errors or omissions of Contractor).

(iii). The services of the Contractor’s subcontractors; performed at the Contractors option.

(iv). Additional services beyond the scope of those identified in this Contract.

6. Responsibilities of City.

A. City agrees to provide Contractor with any and all documents necessary to identify the locations and condition of the property for aerial application, including, but not limited to, maps, and GPS coordinates; and to obtain for Contractor the authorization of the owner to apply aerial mosquito control pesticides for the purpose of conducting Contractor’s work thereon.

B. City agrees to apply for and receive coverage under the Wyoming Pollution Discharge Elimination System (WYPDES) major Pesticide General Permit (PGP). The City is currently permitted under permit # WY 480007. This permit was most recently renewed on July 19, 2016. Coverage will be held dually with coverage held by the Contractor. Notice of intent (NOI) to apply pesticides under the WYPDES major Pesticide General Permit must be filed with the Wyoming Department of Environmental Quality /Clean Water Division no less than 30 days before the first application. The City agrees to provide to the Contractor any information gathered and or prepared by the City which is necessary for the Contractor to comply with the provisions of their separate WYPDES permit.

C. Unless otherwise provided in this Contract, City shall provide full information in a timely manner regarding requirements for and limitations on each project in attachment A.

D. City's Project representative as identified in Paragraph 8 (Q) shall be authorized to act on the behalf of City with respect to each project in attachment A. City and/or his designee shall render decisions in a timely manner pertaining to documents submitted by the Contractor in order to avoid unreasonable delay in the orderly and sequential progress of the Contractor's services.

E. City shall notify Contractor upon awareness of any deficiencies or defects in materials or workmanship on each project in attachment A.

F. City agrees to notify Contractor, in writing, of the acceptance of each project in attachment A.

G. Nothing in this Contract 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 aerial application of mosquito control pesticides or of the project administration required of the Contractor.

7. Special Provisions.

A. Limitation of Payments. City's obligation to pay the Contractor for services rendered pursuant to this Contract is conditioned upon the availability of City's funds which are allocated to pay the Contractor. If funds are not allocated and available to pay the Contractor for these services, City may terminate this Contract at the end of the period for which the funds are available. City shall notify Contractor at the earliest possible time if this Contractor will or may be affected by a shortage of funds. 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 as a result of termination under this section. This provision shall not be construed so as to permit City to terminate this Contract in order to acquire similar services from another party. The Contractor shall be paid for all services provided and expenses incurred prior to receipt of any such notification that City was terminating the Contract because of a shortage of funds.

B. Monitor Activities. City shall have the right to monitor all Contract related activities of the Contractor and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate

completed work or work in progress, and to observe all Contracted personnel in every phase of performance of Contract related work.

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

D. **Nondiscrimination.** Contractor 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. Consultant shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this Contract. Consultant shall include the provisions of this section in every subcontract awarded in excess of ten thousand dollars (\$10,000) so that such provisions are binding on each subcontractor.

E. **Publicity.** Any publicity given to the program or services provided herein including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, shall identify City as the sponsoring agency and shall not be released without prior written approval from City.

8. **General Provisions.**

A. **Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract. Change in Services of the Contractor, including but not limited to Paragraph 5, include services required of Contractor's subcontractors may be accomplished after execution of this Contract, without invalidating this Contract, if mutually agreed in writing.

B. **Americans with Disabilities Act.** Contractors shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.

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

D. **Assignment/Contract 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 Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation.

E. **Audit.** City and any of its representatives shall have access to any books,

documents, papers, and records of Contractor which are pertinent to this Contract. Additionally, Consultant shall abide by all regulations imposed by funding sources or governmental agencies, such as auditing requirements, payroll affidavits, and other documentation or verification.

F. Award of Related Contracts. City may undertake or award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other Contractors and City in all such cases.

G. Compliance with Law. Contractor professional services shall be consistent with sound practices for aerial application of pesticides 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 Contract. Contractor shall follow labeling of all pesticides applied under this contract. In the event of a change in laws and/or regulations of which the Contractor 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 Contractor believes the change requires a renegotiation of this Contract, both parties will renegotiate the Contract promptly and in good faith. If a renegotiated Contract cannot be agreed to, either party may terminate this Agreement pursuant to Paragraph 8 (W).

H. Confidentiality. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Contractor in the performance of this Contract shall be kept confidential by Contractor unless written permission is granted by City for its release. Contractors shall have similar agreements with any subcontractors to maintain the confidentiality of information specifically designated as confidential by City.

I. Entirety of Contract. This Contract, consisting of fifteen (15) pages and Attachment A, entitled: "2017-2018 Aerial Mosquito Control Pesticide Application Services submitted by Vector Disease Control International. consisting of twenty-nine (29) pages, and Attachment B entitled: Pricing proposal for Vector Disease Control International Request for Qualifications (RFQ) 2017-2018 Aerial Mosquito Control Pesticide Application Services, consisting of seven (7) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

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

K. Force Majeure. Neither party shall be liable for failure to perform under this Contract 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.

L. Indemnification.

(i). Contractor shall indemnify, defend 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 Contractor's failure to perform any of Contractor's duties and obligations under this contract or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's professional services under this Contract.

(ii). Contractor shall be liable to City for all damages including consequential damages and every expense, cost, exclusive of betterment, attorneys' fees and payment incurred by City as the result of negligence, negligent acts, errors or omissions in any of the services furnished under this Contract.

(iii). Without limitation as to other remedies, which City may have, Contractor will without additional compensation, correct or revise any errors or deficiencies in its aerial pesticide application services.

M. Independent Contractor. Contractor shall function as an independent Contractor for the purposes of this Contract, and shall not be considered an employee of the City of Laramie for any purpose. Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing Contractor 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 the City. Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to City employees will inure to the benefit of Contractor or the Contractor's agents and/or employees as a result of this Contract.

N. Kickbacks. Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. Contractor shall provide the City with a certification under oath that he has not in any way been involved in any gratuities, kickbacks or contingent fees in connection with his selection or ultimate performance under this contract. If the Contractor breaches or violates this warranty, City may, at its discretion, terminate this Contract without liability to the City, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

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

P. Notice and Approval of Proposed Sale or Transfer of Contractor. Contractor 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 Contractor. Such notice shall be

provided in accordance with the notice provision of this Contract. If City determines that the proposed merger, consolidation, sale or transfer of assets is not consistent with the continued satisfactory performance of Contractor's obligations under this Contract, then City may, at its option, terminate or renegotiate the Contract.

Q. Liaison and Notice City's and Consultant's Designated Representatives.

(i) City's designated representative is Keith Wardlaw, Mosquito Crew Supervisor, P.O. Box C Laramie, WY 82073: telephone number: (307) 721-5258 and facsimile: (307) 721-5256, e-mail kwardlaw@cityoflaramie.org.

(ii) Contractor's primary project representative is Malcolm Williams, Manager of Aerial Operations and Chief Pilot of Vector Disease Control International, 1320 Brookwood Drive, Suite H Little Rock, AR 72202: telephone number: (318) 372-4073 and facsimile: (866) 839-8595, email mwilliams@vdcnet.net. Contractor's secondary project representative is Robbie Allen, Ogden Utah Operations Manager for Vector Disease Control International, LLC, 1320 Brookwood Drive, Suite H, Little Rock, AR 72202: telephone number: (801) 725-5400 and facsimile: (866) 839-8595, email: rallen@vdcnet.net

(iii) All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison 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.

R. Insurance. The Contractor shall maintain the following insurance:

(i). **Workers' Compensation and Employers Liability Insurance:** Contractor shall provide City proof of workers' compensation coverage for all of its employees who are to work on the project described in this Contract. Contractor's coverage shall be under the Wyoming Workers' Safety and Compensation program, if statutorily required, or such workers' compensation insurance, as appropriate. Contractor's insurance shall include Employer's Liability "Stop Gap" coverage, in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per employee for each accident or disease. The Contractor shall also supply to City proof of workers' compensation and employer's liability insurance in each and every subcontractor before allowing that subcontractor on the project site.

(ii). **Commercial General Liability Insurance.** The Contractor shall provide coverage, during the entire term of the Contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground, collapse and explosion (XCU) and products completed operations, in an amount not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) general aggregate.

(iii) **Chemical Liability Insurance.** Contractor shall provide proof of chemical liability insurance to protect the City from all claims arising from Consultant's alleged or

real professional errors, omissions or mistakes in the performance of professional duties by Contractor or sub-Contractors in an amount not less than three hundred thousand dollars (\$300,000.00) per occurrence.

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

(v). **Coverage.** All policies required under this Contract shall be in effect for the duration of this Contract 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, canceled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to City.

(vi). **Additional Insured.** All insurance policies required by this Contract, except workers' compensation, shall name City as an additional insured, and shall contain a waiver of subrogation against City, its agents and employees. Contractor shall provide upon request a copy of an endorsement providing this coverage.

(vii). **City's Right to Reject.** City reserves the right to reject a certificate of insurance if Contractor's insurance company is widely regarded in the insurance industry as financially unstable. This would include but is not limited to insurance companies with any less than AVIII rating in the A.M. Best insurance rating guide.

(viii). **Subcontractors.** The insurance requirements set forth above apply to all subcontractors. It is Contractor's responsibility to ensure that its subcontractor's meet these insurance requirements. City has the right to review the Certificates of any and all subcontractors used by the Consultant.

(ix). **Cancellation.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent to not renew insurance coverage without thirty (30) days written notice from Contractor or their insurers to City. Any failure to comply with the reporting provision of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage provided to City and its division, officers and employees.

S. Ownership of Documents/Work Product/Materials. All documents including but not limited to the maps, drawings and other work prepared by the Contractor, whether complete or incomplete, shall be and remain the property of City and any other, reports, records, field notes, data, samples, specimens, electronic files, and materials of any kind resulting from performance of this Contract are at all times the property of City.

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

U. Sovereign Immunity. The City does not waive sovereign immunity by

entering into this Contract, 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.

V. **Taxes.** Contractor 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.

W. **Termination of Contract.**

(i). City reserves and has the right and privilege of canceling, suspending, or abandoning the execution of all or any work or projects in connect with this Contract at any time upon written notice to Contractor. The Contractor may terminate this Contract upon written notice to City should City substantially fail to perform in accordance with Paragraph 6 and 7 of this Contract.

(ii). In the event of termination, City shall pay to Consultant, as full payment for all services performed and all expenses incurred under this Contract, which shall have become payable because of the progress in the work. In ascertaining the services actually rendered hereunder up to the date of termination of this Contract, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents, whether delivered to City or in the possession of City and to authorized reimbursable expenses.

X. **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 Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this contract, or to bring an action for the breach of this Contract.

Y. **Disputes/Remedies.** In seeking to resolve any dispute relating to this Contract, City does not waive its sovereign immunity. Any dispute or claim arising out of or relating to this Contract 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 Contract.

Z. **Warranty.** Contractor warrants the following:

- (i). has the power and authority to enter into contract;
- (ii). has the ability to perform the agreed services;

- (iii). shall, at all times during the term of this contract be duly licensed to perform the services,
- (iv). shall provide suitable resources to perform work in accordance with agreed services;
- (v). will endeavor to provide the services herein on a timely basis consistent with the difficulty and scope of services to be provided;
- (vi). 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.

AA. Patent or Copyright Protection. Contractor 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 Contractor or its subcontractors will violate any such restriction.

BB. Extension. Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be requested by the Contractor and following approval by City shall be effective only after it is reduced to writing and executed by all parties to the Contract. Any agreement to extend this Contract shall include, but not necessarily be limited to: an unambiguous identification of the Contract 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 Contract shall, unless explicitly delineated in the exception, remain as they were in the original Contract; and, if the duties of either party will be different during the extension than they were under the original Contract, a detailed description of those duties.

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

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

EE. Waiver. The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

FF. Time is of the Essence. Time is of the essence in all provisions of the Contract.

GG. Energy policy. The City of Laramie seeks to integrate energy efficiency practices into all aspects of day-to-day operations, from capital construction to staff behaviors, to

ensure economic and environmental sustainability. The City encourages bidder submissions that 1) enhance to efficiency of City projects and ongoing operations, and/or 2) consider all energy types, including traditional and renewable sources.

HH. State preference policy. Preference is hereby given to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside the State, as provided in W. S. §§ 16-6-101 through 16-6-119.

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

CITY OF LARAMIE, WYOMING:

By: _____
Andi Summerville, Mayor and President
City of Laramie, City Council

Attest: _____
Angie Johnson, PHR,
City Clerk, City of Laramie

**CONTRACTOR:
VECTOR DISEASE CONTROL INTERNATIONAL, LLC.**

By: _____

Title: _____

Attest: _____
Witness