

**AGREEMENT FOR PROFESSIONAL ENGINEERING
& DESIGN SERVICES BETWEEN THE CITY OF
LARAMIE, WYOMING AND ARETE DESIGN GROUP**

1. **Parties.** This Agreement is made and entered into this 17th day of December, 2019 by and between the City of Laramie, Wyoming, a municipal corporation (hereinafter referred to as “City”) whose address is 406 Iverson Avenue, Laramie, Wyoming 82070 and Arete Design Group, a Wyoming corporation (hereinafter referred to as “Consultant”) whose address is 45 E. Loucks Street, Suite 301, Sheridan, Wyoming 82801.

2. **Purpose of Contract.** The purpose of this Contract is for Consultant to provide professional services for the master planning study, evaluation of the existing facility, review of preferred compiled amenities and improvements, schematic design, design development, construction documents, bidding assistance, construction management and project manual for the Laramie Police Department Locker Room Remodel project in Laramie, Wyoming. In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Contract, the parties agree as follows:

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 July 1, 2021, unless otherwise terminated or extended as outlined herein.

4. **Payment.**

A. **Contract Sum.**

(i) City agrees to pay Consultant for the services described in Paragraph 5 herein. The Consultant shall provide services in Paragraph 5 herein for the total project maximum fee of thirty-seven thousand five hundred thirty dollars and no cents (\$37,530.00) Payment shall be payable to Consultant upon receipt of the invoice for the services herein. In the event conflicts exist between the Request for Qualifications and this Contract, the terms of this Contract shall control. No payment shall be made for work performed prior to the date upon which the last required signature is affixed to this Contract or the date Consultant receives a Notice to Proceed, whichever occurs later.

(ii) Consultant 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 (D) 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 “C.” 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 Consultant.

A. General Services.

(i) Consultant's services shall be performed as expeditiously as is consistent with customary and reasonable professional standards and the orderly progress of the project.

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

(iii) Consultant shall prepare, in a manner consistent with the standard of care as defined in Paragraph 7(Z) of this Contract, all drawings, specifications and other documents pursuant to this Contract so that they are complete and functional for the purposes intended, except as to any deficiencies which are due to causes beyond the control of the Consultant, and that the Project, if constructed in accordance with the intent established by such drawings, specifications and other documents, shall be structurally sound and a complete and properly functioning system suitable for the purposes for which it is intended.

(iv) Consultant shall designate a principal or member of Consultant'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 project as described in Paragraph 2 herein.

(v) Consultant shall assist City in fulfilling requirements and contingencies set forth or required by appropriate authorities and agencies whose interest bears on the design of the project herein. 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) Consultant shall provide professional design services for the project as described in Paragraph 5.

(vii) Consultant shall be responsible for correcting any inconsistencies, errors or omissions in drawings, specifications, and other documents prepared by the Consultant, at no additional cost to the City. Consultant agrees, at no additional cost to City, to render assistance to City in resolving problems relating to the Project design or specified materials.

(viii) Consultant shall provide copies of all documents required by City for review and approval by City and the appropriate authorities and agencies. Expenses incurred in reproduction will be paid by City at the cost outlined in Attachment "C."

A. Conceptual Design Phase

(i) Consultant will meet with City staff during kick-off meeting to

determine goals for future remodel work to follow the locker room upgrades, verify the information in the existing documents, and establish an accurate base computer model.

B. Design Phase

(i) Consultant will acquire all data necessary to design the Locker Room Remodel, including cost analysis, product evaluations and specifications, simple layout and design of the space to be renovated with minimal renderings, structural analysis, plumbing, electrical and mechanical systems analysis, finishing and fixture selection and a construction estimate.

C. Construction Document/Project Manual Phase

(i) Consultant will produce construction plans, estimates of probable construction costs, with 35% and 75% reviews, provision of the final construction documents and a project manual.

D. Bidding Assistance Phase

(i) Consultant will develop a line item bid sheet, develop a bid package, assist with advertising the project, manage a mandatory pre-bid meeting, assist with bid evaluation, make a recommendation of award, and prepare the construction contract between the City and the successful contractor.

E. Construction Management Phase

(i) Consultant will conduct weekly Owner-Architect-Contractor meetings, distribute minutes, complete construction review, re-design as needed, created a final punch list, complete construction closeout paperwork, and make an 11-month post-construction inspection to identify materials that need repair, adjusting or replacement.

F. Extra Services of Consultant.

(i) 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 7(A), shall be paid for by City, as provided Paragraph 4(A)(ii) herein and at the costs as outlined in Attachment "C." 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.

6. Responsibilities of City.

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

B. City's Project representative as identified in Paragraph 7(P) shall be authorized to act on the behalf of City with respect to the project herein. City and/or his designee

shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

C. City shall notify Consultant upon awareness of any deficiencies or defects in materials or workmanship during Consultant's warranty period of one year on the project herein.

D. City agrees to notify Consultant, in writing, of the acceptance of the project herein.

E. 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 Drawings and Specifications or of the project administration required of Consultant.

7. **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 Consultant, including but not limited to Paragraph 5(F), include services required of Consultant's subconsultants may be accomplished after execution of this Contract, without invalidating this Contract, if mutually agreed in writing.

B. **Americans with Disabilities Act.** Consultant 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 Consultant 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 Consultant 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 Consultant shall cooperate fully with other Consultants and City in all such cases.

G. **Compliance with Law.** Consultant professional services shall be

consistent with sound architectural and engineering 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 Contract. In the event of a change in laws and/or regulations of which the Consultant 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 Consultant 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 7 (W)

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

I. Entirety of Contract. This Contract, consisting of fourteen (14) pages and Attachment “A,” entitled “CITY OF LARAMIE, WYOMING REQUEST FOR QUALIFICATIONS, Laramie Police Department – Locker Room Renovation Project consisting of seven (7) pages, Attachment “B,” entitled “Request for Qualifications Laramie Police Department Locker Room Renovation” submittal by Arete Design Group consisting of fifteen (15) pages, and Attachment “C,” entitled “Laramie Police Department – Locker Room Renovation Project” Price Proposal from Arete Design Group consisting of three (3) pages, represents the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

J. Ethics. Consultant 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 Consultant’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) Consultant 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 Consultant’s failure to perform any of Consultant’s duties and obligations under this contract or in connection with the negligent performance of Consultant’s duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Consultant’s professional services under this Contract.

(ii) Consultant 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, Consultant will without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications or other services.

M. Independent Contractor. Consultant 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. Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by Consultant 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 Consultant 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. Consultant agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to City employees will inure to the benefit of Consultant or the Consultant's agents and/or employees as a result of this Contract.

N. 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.

O. Notice and Approval of Proposed Sale or Transfer of Consultant. Consultant 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 Consultant. 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 Consultant's obligations under this Contract, then City may, at its option, terminate or renegotiate the Contract.

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

(i) City's designated representative is Gwen Smith, Laramie Police Department Lieutenant, P.O. Box C Laramie, WY 82073: telephone number: (307) 721-3569, email: gsmith@cityoflaramie.org.

(ii) The Consultant's project representative is Dale Buckingham, AIA, Project Manager/Architect of Record, Arete Design Group, telephone number: (307) 672-8270, email: DaleB@aretedesign.group.

(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.

Q. Insurance. The Consultant shall maintain the following insurance:

(i) **Professional Liability or Errors and Omissions Liability Insurance.** Consultant shall provide proof of professional liability insurance or errors and omissions liability insurance to protect the City from any and all claims arising from Consultant's alleged or real professional errors, omissions or mistakes in the performance of professional duties by Consultant or Engineer consultants in an amount not less than one million dollars (\$1,000,000.00).

(ii) **Workers' Compensation and Employers Liability Insurance:** Consultant shall provide City proof of workers' compensation coverage for all of its employees who are to work on the project described in this Contract. Consultant's coverage shall be under the Wyoming Workers' Safety and Compensation program, if statutorily required, or such workers' compensation insurance, as appropriate. Consultant'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 Consultant shall also supply to City proof of workers' compensation and employer's liability insurance in each and every sub-consultant before allowing that sub-consultant on the project site.

(iii) **Commercial General Liability Insurance.** The Consultant 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 five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.

(iv) **Business Automobile Liability.** Consultant 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. Consultant 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) **City's Right to Reject.** City reserves the right to reject a certificate of insurance if Consultant'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.

(vii) **Sub-consultants.** The insurance requirements set forth above apply to all sub-consultants. It is Consultant's responsibility to ensure that its sub-consultant's meet these insurance requirements. City has the right to review the Certificates of any and all sub-consultants 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 Consultant 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.

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

S. Use of Work Product. City further agrees not to use or permit any other person to use plans, drawings or other work products prepared by consultant, which plans, drawings, or other work products are not final version, and which are not signed and stamped or sealed by Consultant. Consultant further agrees that the final plans, drawings or other work product are for the exclusive use of City and may be used by City only for the project described in Attachment A. Such final plans, drawings or other work products may not be changed nor used on a different project without the written authorization or approval by consultant. City agrees to be liable and responsible for such use of non-final plans, drawings or other work products not signed and stamped or sealed by Consultant and waive liability against consultant for their use. If Consultant's work product exists in electronic or computerized format or is transferred in electronic or computerized format (CADD), the valid stamp, seal and signature shall be original and may not be a computer-generated copy, photocopy, or facsimile transmission of the original. Original maps or plans with original signatures and seals shall be considered the original documents.

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. Consultant 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 Consultant. The Consultant may terminate this Contract upon written notice to City should the City substantially fail to perform in accordance with Paragraph 6 of this Contract.

(ii) In event of termination, all finished or unfinished design development and construction documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by Consultant shall be immediately surrendered to City.

(iii) 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.

(iv) If, upon payment of the amount required to be paid under this paragraph herein following the termination of this Contract, City thereafter should determine to complete the original project or substantially the same project, City for such purposes shall have the right of utilization of any original tracings, drawings, calculations, specifications, estimates, and other construction documents prepared under this Contract by Consultant. At the Consultant's request, City agrees to credit Consultant with such authorship as may be due him or she, but is not required to renew the Contract. City will not reuse any of the construction documents without prior written approval of Consultant.

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 party's 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 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; and

(vii) is responsible for the professional quality, technical accuracy and coordination of all designs, drawings, specifications and other services furnished by Consultant under this Contract.

AA. Patent or Copyright Protection. Consultant 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 Consultant or its subconsultants 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. City Policies. The Consultant acknowledges familiarity with the City Policies as applicable to this contract and listed below:

(i) The City 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.

(ii) 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.

HH. Limitation of Payments. City's obligation to pay the Consultant for services rendered pursuant to this Contract is conditioned upon the availability of City's funds which are allocated to pay the Consultant. If funds are not allocated and available to pay the Consultant for these services, City may terminate this Contract at the end of the period for which the funds are available. City shall notify Consultant at the earliest possible time if this Consultant 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 Consultant 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.

II. Monitor Activities. City shall have the right to monitor all Contract related activities of the Consultant 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 Consultant personnel in every phase of performance of Contract related work.

JJ. 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.

KK. Nondiscrimination. Consultant 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.

8. Special Provisions. The following Special Provisions apply to all Consultants and any and all Sub-Consultants engaged by the Consultant.

A. 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 or federal requirements. City of Laramie shall notify the Consultant of any state or federal determination of noncompliance.

B. Environmental Policy Acts. The Consultant agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

C. **Human Trafficking.** As required by 22 U.S.C. 7104(g) and 2 C.F.R. Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

(i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procures a commercial sex act during the period of time that the award is in effect; or

(iii) Uses forced labor in the performance of the award or sub-awards under the award.

D. **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, City of Laramie may, at its discretion, terminate this Agreement without liability to City of Laramie, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

E. **Limitations on Lobbying Activities.** By signing this Agreement, the Consultant certifies and agrees that, in accordance with Public Law 101-121, payments made from a federal grant shall not be utilized by the Consultant or its sub-consultants in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

F. **Monitoring Activities.** City of Laramie shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its sub-consultants. This shall include, but not be 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.

G. **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, race, religion, national origin, or disability in connection with the performance under this Agreement.

H. **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.

I. 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 Consultant, shall identify City as the sponsoring agency and shall not be released without prior written approval from City.

J. 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 non-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 at www.sam.gov/portal/public/SAM/. Further, the Consultant agrees to notify [LPA Name] by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Agreement.

9. Attorney's Fees. In the event it becomes necessary for either party to file a suit or to enforce this Contract or any provisions contained herein, the prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs of court incurred in such suit.

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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 Consultant has signed and executed this Agreement, the day and year first written above.

CITY OF LARAMIE, WYOMING:

By: _____
Joe Shumway, Mayor and President
City of Laramie, City Council

Attest: _____
Nancy Bartholomew, City Clerk
City of Laramie

CONSULTANT:

By: _____
Printed Name: _____
Title: _____

Witness: _____
Printed Name: _____
Title: _____