

**CONTRACT BETWEEN  
CITY OF LARAMIE, BOARD OF COMMISSIONERS OF THE COUNTY OF ALBANY,  
WYOMING, AND STANTEC CONSULTING SERVICES INC. FOR UPDATING THE  
CASPER AQUIFER PROTECTION PLAN**

**Parties.** This Contract is made effective October 19, 2021 between the City of Laramie, Wyoming, a Wyoming municipal corporation (“City”) whose address is PO Box C, Laramie, Wyoming 82073, the Board of Commissioners of the County of Albany, Wyoming, a body corporate and political subdivision of the State of Wyoming, (hereinafter referred to as “County”) whose address is 525 E. Grand Avenue, Suite 202, Laramie, Wyoming 82070, and StanTec Consulting Services, Inc., (“Contractor”), whose address is 3325 South Timberline Road, 2<sup>nd</sup> Floor, Fort Collins, Colorado 80525-3681. All of which may be referred to as the “Parties”.

**WHEREAS** on August 15, 2021 the City and County published their Request for Qualifications for the Casper Aquifer Protection Plan (CAPP) Update (“RFQ”).

**WHEREAS** on September 30, 2021 Contractor submitted its Response to the RFQ (“Response”).

**WHEREAS** the RFQ Review Committee established by the City and County reviewed all submitted responses for the RFQ and selected Contractor to fulfill the work described in the RFQ. Contractor desires to perform said work pursuant to the RFQ, its Response, and the terms herein.

**NOW THEREFORE**, in consideration of the matters described above and the mutual benefits and obligations set forth in this Contract, the Parties agree as follows:

**1. Purpose of Contract.** The purpose of this Contract is that the Contractor shall update the CAPP as outlined in the RFQ, which is attached hereto and incorporated herein as Exhibit 1, and Contractor’s Response, which is attached hereto and incorporated herein as Exhibit 2, all of which is defined as the (“Work”).

**2. Contract Price.** As defined in the Price Proposal Summary, which is included within Exhibit 2, Contractor will be paid a not to exceed total of Three Hundred Twenty-Five Thousand Dollars and No Cents (\$325,000) for the Work. This includes the estimated total of Two Hundred Seventy-Seven Thousand Five Hundred Dollars and No Cents (\$277,500) plus a 15% contingency of Forty-Seven Thousand Five Hundred Dollars and No Cents (\$47,500). Final payment is due at the completion of the Work, upon Contractor submitting a final and complete invoice, however partial invoicing during the project is acceptable. In accordance with the Memorandum of Understanding agreed upon between the City and County on August 3, 2021, they agree to split equally the cost of the Work.

**3. Completion Date.** Contractor shall complete the Work by December 31, 2022.

**4. Changes to Work, Contract Price or Completion Date.** To be binding on the parties, changes to the scope of the Work, Contract Price, or Completion Date must be done by a written change order, signed by all Parties, which specifically states the changes to the Work, the resulting increase or decrease to the Contract Price, and any effect on the Completion Date.

**5. Responsibilities of City and County.**

**5.1.** David Gertsch, Albany County Planner, and Darren Parkin, City of Laramie Natural Resources Administrator, shall jointly and cooperatively manage the professional planning services necessary for Contractor's completion of the Work on behalf of the County and City.

**5.2.** City and County shall each pay one-half of every approved Contractor invoice within 45 days of receipt.

**6. Responsibilities of Contractor.**

**6.1.** Contractor shall maintain all certifications and licensure as may be required to meet its obligations under this Contract and complete the Work.

**6.2.** Contractor shall perform and complete the Work in accordance with the terms of the RFQ, Response, and this Contract.

**7. General Provisions.**

**7.1. Amendments.** This is the entire agreement between the parties, and supersedes all other agreements, written or oral. This Contract can only be amended in writing, by a document signed by all Parties.

**7.2. Applicable Law/Venue.** The parties agree 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 for any dispute shall be the Second Judicial District, Albany County, Wyoming.

**7.3. Confidentiality.** Unless the City and County in writing agree otherwise, Contractor shall not discuss with or reveal to third parties any aspect of its work under this Contract, and all documents, data or tangible items generated by Contractor under this Contract shall be kept confidential by the Contractor.

**7.4. 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.

**7.5. 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 and the Work.

**7.6. Indemnification.** Contractor shall indemnify, defend and hold harmless the City and County, their elected and appointed officials, and their officers, agents, employees, volunteers, successors and assignees from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform any of Contractor's Work, duties, or obligations under this Contract or in connection with the negligent performance of Contractor's Work, duties, or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's professional services under this Contract..

**7.7. Independent Contractor.** Contractor shall function as independent contractor for the purposes of this Contract and shall not be considered an employee of the City or County 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, including but not limited to wage withholding, social security taxes, workers' compensation, unemployment insurance, and sales taxes. Nothing in this Contract shall be interpreted as authorizing Contractor to incur any obligation of any kind on the behalf of the City, County, or their staff. Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to City or County employees will inure to the benefit of Contractor, Contractor's agents, and/or employees as a result of this Contract.

**7.8. Ownership of Documents/Work Product.** All documents, reports, records, field notes, materials, and data of any kind resulting from performance of this Contract are always the property of the City and County.

**7.9. Sovereign Immunity.** Neither the City nor the County waive their sovereign or governmental 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.

**7.10. Early termination of Contract by City and County.** The City and County may terminate this Contract for any reason at any time. If the City and County terminate this Contract under this provision, the City and County shall pay the Contractor for any approved invoice for Work performed through the termination date.

**7.11. Insurance.** The Contractor shall maintain the following insurance:

**7.11.1. Commercial General Liability Insurance.** The Contractor shall maintain 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 and completed operations, and 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.

**7.11.2. Workers Compensation or Employers Liability Insurance.** Contractor shall provide proof of workers compensation coverage, for all its employees who are

to work on the projects described in this Contract. Contractor's coverage shall be under the Wyoming Workers Safety and Compensation program, if statutorily required, or such other workers compensation insurance as appropriate. Contractor's insurance shall include A Stop Gap coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per employee for each accident and disease. Contractor shall have also supply proof of workers' compensation and employer's liability insurance on every subcontractor before allowing that subcontractor on the job site.

**7.11.3. 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.

**7.11.4. 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, cancelled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to City.

**7.11.5. Additional Insured.** All insurance policies required by this Contract, except workers' compensation, shall name the City and County as additional insureds, and shall contain a waiver of subrogation against the City and County, their agents and employees. Upon request, Contractor shall provide a copy of an endorsement providing this coverage.

**7.11.6. Right to Reject.** The City and County reserve 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 no less than AVIII rating in the A.M. Best insurance rating guide.

**7.11.7. Subcontractors.** The insurance requirements set forth above apply to all subcontractors. It is Contractor's responsibility to ensure that its subcontractors meet these insurance requirements. City and County have the right to review the Certificates of all subcontractors used by the Contractor.

**7.11.8. 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 and County. 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 County, its division, officers, and employees.

**7.12. Third Party Beneficiary Rights.** This Contract is only between the Parties, is only for their benefit, and is not intended for the benefit of, or to create rights in, third parties.

**7.13. 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. If Contractor breaches or violates this warranty, City and County may, at their discretion, terminate this Contract without liability to the City or County.

**7.14. Conflict of Interest.** Contractor shall advise City and County, in writing, in the event they have a conflict of interest in the provision of the Work contemplated herein.

**7.15. Contract not Assignable.** No Party may assign the rights or benefits of this Contract without the written consent of the other parties.

**7.16. 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.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]**

This Contract is made duly and executed the 19<sup>th</sup> day of October 2021, in accordance with the authorization by majority vote of the duly elected members of the City Council of Laramie, at its regular meeting held in the City Council Chambers in Laramie, Wyoming on said 19<sup>th</sup> day of October 2021, by majority vote of the duly elected members of the Board of County Commissioners of Albany County taken at its meeting held in the Albany County Courthouse in Laramie, Wyoming on said 19<sup>th</sup> day of October 2021, and by Contractor on the date corresponding to its signature below.

**CITY OF LARAMIE, WYOMING:**

By: \_\_\_\_\_  
Paul Weaver, Mayor and President of the  
City Council

Attest: \_\_\_\_\_  
Nancy Bartholomew, CMC  
City Clerk

**BOARD OF COMMISSIONERS OF THE COUNTY OF ALBANY, WYOMING:**

By: \_\_\_\_\_  
Pete Gosar, Chairperson

Attest: \_\_\_\_\_  
Jackie R. Gonzales, County Clerk

**CONTRACTOR:**

**STANTEC CONSULTING SERVICES, INC.**

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_