

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

THIS AGREEMENT is entered into on this Twelfth day of August 2019, by and between the City of Casper, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming, 82601 hereinafter referred to as the "Owner," and RDG IA Inc dba RDG Planning & Design, 301 Grand Avenue, Des Moines, Iowa 50309, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, pursuant to this Agreement, Owner is undertaking professional services for a Casper Area Wayfinding Master Plan, hereinafter referred to as the "Project"; and,

WHEREAS, Owner desires to retain the Consultant to render certain technical and professional services to complete the necessary work for the Project; and,

WHEREAS, Consultant represents that it is prepared to provide such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein the parties agree as follows:

#### I. SCOPE OF SERVICES:

A. The Consultant agrees to perform all the services hereunder, using reasonable skill and judgment in accordance with sound business and professional standards. The Consultant agrees to keep the Owner thoroughly informed of its progress through monthly written reports. The Consultant shall also maintain accurate records of hours dedicated to each task by each employee relating to its services in connection with this project as required by the Owner to be presented with each request for payment.

B. Subject to the sub-contractor limitations of Part II, Paragraph YY of this Agreement, the Consultant agrees to perform, directly or by association with such other consultants or contractors as it may deem necessary to further the interest of the Owner, the services as set forth in Exhibit "A" (Scope of Services) which is attached hereto and hereby made a part of this Agreement. Minor adjustments in the emphasis and scope of each task may be made by mutual written agreement between the Owner and the Consultant.

#### II. TIME OF PERFORMANCE:

A. The Consultant agrees to begin work on the Project following receipt of a written notice to proceed from the Owner.

B. The Project shall be completed on or before March 31, 2020.

### III. COMPENSATION:

In consideration of the performance of services rendered under this Agreement, the Consultant shall be compensated for services performed in accordance with this Agreement, not to exceed a fee of One Hundred Thousand Dollars (\$100,000). Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the total cost of customary and statutory benefits, overhead, and fee (profit).

Invoices shall be accepted on a monthly basis for services provided in the prior month. It is understood that Owner will retain ten percent (10%) of total Project cost, or Ten Thousand Dollars (\$10,000) until the Community Development Director provides written notice of final acceptance of the Project.

### IV. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Agreement, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Agreement, in conformance with the Agreement, and that it is entitled to receive the amount requested under the terms of the Agreement. Invoices will be payable within forty-five (45) days of receipt.

If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Agreement.

### V. TERMS AND CONDITIONS:

This Agreement is subject to and incorporates the provisions attached hereto as PART II - GENERAL TERMS AND CONDITIONS. The following additional Exhibits, as attached hereto are incorporated herein at this point as if fully set forth as part of this Agreement:

Exhibit A: Scope of Services

Exhibit B: MPO Policy Committee Approval

Exhibit C: Notice to Contractor Compliance with Title VI of the Civil Rights Act of 1984 for Federal Aid Projects

Exhibit D: Certification of Contractor

Exhibit E: Certification of Agent

Exhibit F: Certification of Suspension or Debarment

VI. EXTENT OF AGREEMENT:

This Agreement represents the entire and integrated Agreement between the Owner and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the Owner and Consultant with the prior written approval of the Owner.

IN WITNESS WHEREOF, the Owner and the Consultant have executed this Agreement as of the date first above written.

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation, as Owner:

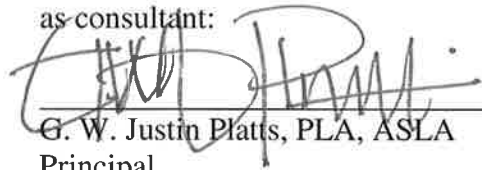
\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Charles Powell  
Mayor

WITNESS:

RDG IA Inc dba RDG Planning & Design  
as consultant:

  
\_\_\_\_\_  
Judi K. Brown

  
\_\_\_\_\_  
G. W. Justin Platts, PLA, ASLA  
Principal

CONTRACT FOR PROFESSIONAL SERVICES  
PART II - GENERAL TERMS AND CONDITIONS

- 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 the Consultant's failure to comply with state or federal requirements. Owner shall notify the Consultant of any state or federal determination of noncompliance.
- B. **Conflict of Interest.** Per 2 CFR 200.112, the Consultant must disclose in writing any potential conflict of interest to Owner including financial or other personal interests.
- C. **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.
- D. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
- a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  - b. Procures a commercial sex act during the period of time that the award is in effect;  
or
  - c. Uses forced labor in the performance of the award or subawards under the award.
- E. **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 Consultant breaches or violates this warranty, the Owner may, at its discretion, terminate this Agreement without liability to the Owner, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any gratuity, kickback, commission, percentage, brokerage, or contingency fee.
- F. **Limitations on Lobbying Activities.** By signing this Agreement, the Consultant certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Consultant or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

- G. **Mandatory Disclosures.** Per 2 CFR 200.113, the Consultant must disclose, in a timely manner, in writing to the Owner, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.
- H. **Monitoring Activities.** The Owner shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its subcontractors. 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.
- I. **Nondiscrimination.** The Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 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 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.
- J. **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.
- K. **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 and related to the services and work to be performed under this Agreement, shall identify the Owner as the sponsoring agency and shall not be released without prior written approval of the Owner.
- L. **Suspension and Debarment.** By signing this Agreement, the Consultant certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial 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), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the Consultant agrees to notify the Owner by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- M. **Administration of Federal Funds.** The Consultant agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*;

any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the Owner.

- N. **Copyright License and Patent Rights.** The Consultant acknowledges that federal grantor, the State of Wyoming, and the Owner reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the Consultant purchases ownership using funds awarded under this Agreement. The Consultant must consult with the Owner regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- O. **Federal Audit Requirements.** The Consultant agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Consultant agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Grant, the Consultant shall provide one (1) copy of the audit report to the Owner and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the Owner's records.
- P. **Non-Supplanting Certification.** The Consultant hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The Consultant should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- Q. **Program Income.** The Consultant shall not deposit grant funds in an interest bearing account without prior approval of the Owner. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Owner.
- R. **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.
- S. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall

be the First Judicial District, Laramie County, Wyoming if the State of Wyoming is a named or joined party, otherwise venue shall be 7th Judicial District, Natrona County, Wyoming.

- T. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Consultant shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Owner.
- U. **Audit/Access to Records.** The Owner and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall immediately, upon receiving written instruction from the Owner, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Owner.
- V. **Availability of Funds.** Each payment obligation of the Owner is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Owner at the end of the period for which the funds are available. The Owner shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. Notwithstanding the foregoing, Consultant shall be paid for all services provided before receiving notice of the funding shortage.
- W. **Award of Related Agreements.** The Owner may award supplemental or successor Agreements for work related to this Agreement. The Consultant shall cooperate fully with other contractors and the Owner in all such cases.
- X. **Certificate of Good Standing.** The Consultant shall provide to the Owner a Certificate of Good Standing verifying compliance with all applicable unemployment insurance and workers' compensation programs before and during performance of work under this Agreement, if applicable.
- Y. **Compliance with Laws.** The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.

- Z. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement shall be kept confidential by the Consultant unless written permission is granted by the Owner for its release. If and when the Consultant receives a request for information subject to this Agreement, the Consultant shall notify the Owner within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Owner, or a court of competent jurisdiction.
- AA. **Entirety of Agreement.** This Agreement, consisting of fifteen (15) pages; Exhibit A, Scope of Services, consisting of six (6) pages; Exhibit B, MPO Policy Committee Approval, consisting of one (1) page; Exhibit C, Notice to Contractor – Compliance with Title VI of the Civil Rights Act of 1984 for Federal-Aid Contracts, consisting of two (2) pages; Exhibit D, Certification of Contractor, consisting of one (1) page; Exhibit E, Certificate of Agent, consisting of one (1) page; and Exhibit F, Certification of Suspension or Debarment, consisting of one (1) page, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- BB. **Ethics.** The 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 the Consultant’s profession.
- CC. **Extensions.** 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 initiated by the Owner and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- DD. **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.
- EE. **Indemnification.** The Consultant shall release, indemnify, and hold harmless the Owner and the State of Wyoming, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of the



Consultant's failure to perform any of the Consultant's duties and obligations hereunder or in connection with the negligent performance of the Consultant's duties or obligations, including, but not limited to, any claims, lawsuits, losses, or liability arising out of the Consultant's negligence or other tortious conduct.

- FF. **Independent Contractor.** The Consultant shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the Owner and the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Consultant shall be free from control or direction over the details of the performance of services under this Agreement. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant 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 the Consultant or its agents or employees to act as an agent or representative for or on behalf of the Owner and the State of Wyoming or to incur any obligation of any kind on the behalf of the Owner and the State of Wyoming. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents or employees as a result of this Agreement.
- GG. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- HH. **Notice of Sale or Transfer.** The Consultant shall provide the Owner with notice of any sale, transfer, merger, or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notices provision of this Agreement and, when possible and lawful, in advance of the transaction. If the Owner determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Consultant's obligations under this Agreement, then the Owner may, at its discretion, terminate or renegotiate the Agreement.
- II. **Ownership and Destruction of Documents/Information.** The Owner owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement. Upon termination of services, for any reason, the Consultant agrees to return all such original and derivative information/documents to the Owner in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon the Owner's verified receipt of such information, the Consultant agrees to physically and electronically destroy any residual Owner-owned data, regardless of format, and any other storage media or areas containing such information. The

Consultant agrees to provide written notice to the Owner confirming the destruction of any such residual Owner-owned data.

- JJ. Patent or Copyright Protection.** The 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 the Consultant or its subcontractors will violate any such restriction. The Consultant shall defend and indemnify the Owner for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- KK. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- LL. Proof of Insurance.** The Consultant shall not commence work under this Agreement until it has obtained all the insurance required by the Owner and the State of Wyoming and such insurance has been approved by the Owner and the State of Wyoming. Approval of insurance by the Owner and the State of Wyoming shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Owner verifying each type of coverage required.
- a. **Workers' Compensation and Employer's Liability Insurance.** The Consultant shall provide the Owner with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Agreement. The Consultant's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Consultant's insurance coverage shall also 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 and disease. The Consultant shall also supply proof of workers' compensation and employers' liability insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.
  - b. **Commercial General Liability Insurance.** The Consultant shall provide commercial general liability insurance coverage, during the entire term of this Agreement, 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, and products and 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.

- c. Business Automobile Liability Insurance. The Consultant shall maintain during the entire term of this Agreement automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.
- d. Unemployment Insurance. The Consultant shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. Such coverage shall be maintained throughout the duration of this Agreement. The Consultant shall supply the Owner with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Agreement and at any time upon request of the Owner.
- e. Payment of Premiums and Notice of Revocation. All policies required under this Agreement shall be in effect for the duration of this Agreement. All policies shall be primary and not contributory. The Consultant shall pay the premiums on all insurance certificates which 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 the Owner.
- f. The Owner May Insure for Contractor. In case of a breach of any provision of this Section, the Owner or the State may, at the Owner's or State's option, purchase and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Owner or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Consultant under this Agreement.
- g. The Owner's Right to Reject. The Owner reserves the right to reject a certificate of insurance if the Consultant's insurance company is widely regarded in the insurance industry as financially unstable.
- h. The Owner's Right to Contact Insurer. The Owner shall have the right to consult with the Consultant's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
  - i. Exclusions from coverage;
  - ii. Claims in progress which could significantly reduce the annual aggregate limit; and
  - iii. Any applicable deductible amounts.

If the policy is a “claims made” policy instead of an “occurrence” policy, the information provided shall include, but not necessarily be limited to, retroactive dates and extended reporting periods or tails.

- i. **Subcontractors.** The insurance requirements set out above apply to all subcontractors. It is the Consultant’s responsibility to ensure that its subcontractors meet these insurance requirements. The Owner has the right to review the insurance certificates of any and all subcontractors used by the Consultant.

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

**NN. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-101 *et seq.*, the State of Wyoming and the Owner expressly reserve sovereign and governmental immunity by entering into this Agreement and specifically retain all immunities and defenses available to them. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign and governmental immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the Owner or the State of Wyoming and its agencies or instrumentalities to enter into certain terms and conditions supplied by the Consultant, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys’ fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated by reference, will not be binding on the Owner or the State of Wyoming except to the extent authorized by the laws and Constitution of the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign or governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign or governmental immunity.

**OO. Taxes.** The 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.

**PP. Termination of Agreement.** This Agreement may be terminated, without cause, by the Owner upon thirty (30) days’ written notice. This Agreement may be terminated by the Owner immediately for cause if the Consultant fails to perform in accordance with the terms of this Agreement.

If at any time during the performance of this Agreement, in the opinion of the Owner, the work is not progressing satisfactorily or within the terms of this Agreement, then, at the discretion of the Owner and after written notice to the Consultant, the Owner may terminate this Agreement or any part of it. As of the termination date, the Consultant will be entitled to a pro rata payment for all work accomplished and accepted by the Owner; however, the Consultant shall be liable to the Owner for the cost of replacement services for the duration of the Agreement term that are in excess of the original contract price.

- QQ. **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.
- RR. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- SS. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- TT. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- UU. **Personnel.** The Consultant represents that it has, or will secure, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the City of Casper or the Casper Area Metropolitan Planning Organization. All of the services required hereunder shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be appropriately qualified. All personnel employed by Consultant shall be employed in conformity with applicable state or federal laws
- VV. **Personnel Changes.** The City of Casper reserves the right to re-negotiate or terminate the Agreement if there is a change in 33% or more of the Consultant's key personnel or with any change with the Consultant's Project Manager. In addition, the City may remove any key personnel from the Consultant's team if that person is deemed unsuitable or a hindrance to the cooperative completion of the project.
- WW. **Technical.** The Consultant shall provide a single point of contact to address technical issues and the distribution and receipt of data. Likewise, the City will provide a single technical contact to assure follow-through on deliverables. All GIS-based data will be disseminated and returned by Consultant in a standardized format (as defined by City IT Staff) that can easily be integrated with existing City of Casper data.

- XX. **Wyoming Governmental Claims Act.** The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the Owner specifically reserve the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- YY. **Subconsultant.** The Consultant shall not employ any Subconsultant or Subcontractor to perform any services in the scope of this Project, unless said Subconsultant or Subcontractor is approved in writing by the Owner. Said Subconsultant shall be paid by the Consultant.
- ZZ. **Assignability.** The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the Owner.
- AAA. **Equal Employment Opportunity.** In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- BBB. **Ownership of Project Materials.** It is agreed that all finished or unfinished documents, data, studies, surveys, graphics, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Agreement shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Owner provided that, in any case, the Consultant may, at no additional expense to the Owner, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the Owner.

Consultant shall not be liable for any modifications to documents prepared by Consultant which are made without its advice after delivery of such documents to Owner, nor shall Consultant be liable for their use by Owner without Consultant's consent in other projects.

- CCC. **Findings Confidential.** All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Agreement, shall be deemed confidential and none shall be made available to any individual or organization by the Consultant without the prior written consent of the Owner.
- DDD. **Governing Law.** This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the federal, state, or local governments and shall not trespass on any public or private property in performing any of the work embraced by this Agreement.
- EEE. **Intent.** Consultant represents that it has read and agrees to the terms of this Agreement and further agrees that it is the intent of the parties that Consultant shall perform all of the services to be provided for the compensation set forth in this Agreement. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Agreement, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Owner. Consultant agrees that it has made a careful examination of the services to be rendered, and that the Agreement price is adequate compensation for all the services to be rendered under the terms of this Agreement.
- FFF. **Pass Through Provisions.** Federal law requires the Consultant to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

## EXHIBIT “A”

### SCOPE OF SERVICES

1. Public Engagement and Project Administration
  - 1.1. Steering Committee Meetings: A total of five steering committee meetings shall take place. Two meetings will be on site in Casper. Three meetings will be by webinar. Members of the technical committee will also serve on the steering committee and will be tasked with ensuring the vision is maintained throughout the course of the project.
  - 1.2. Technical Committee Meetings: Consultant shall meet with the Technical Committee once a month for a total of five technical meetings, at a minimum. Additional Technical Committee meetings shall take place if necessary, up to a total of ten total meetings. These meetings will be conducted by webinar.
  - 1.3. Interagency Coordination Meetings: Consultant shall meet with municipal and county staff who represent the various cities within the project planning area twice. These two meetings will be conducted on site during Site Visit #1. Consultant will meet with WYDOT once in-person, and once via webinar.
  - 1.4. Public Engagement: The general public will be engaged during Site Visits #1 and #2. In addition to these “in person” opportunities, Consultant shall seek input through the following channels at key points during the project:
    - 1.4.1. Online survey promoted through the MPO Facebook page, local media, and the City of Casper website, and other channels;
    - 1.4.2. Online Mapping, using GIS, promoted through the MPO Facebook page, local media, and the City of Casper website, and other channels;
    - 1.4.3. In writing, using comment boxes in a central location within the various jurisdictions. Owner will provide comment boxes that will be placed in front of a kiosk or “station” that allows for un-manned public feedback. Owner will provide the graphic content that to be applied to the comment boxes and the kiosk for public feedback.

#### Public Engagement and Project Administration Deliverables

1. Five Steering Committee Meetings
2. Five Technical Committee Meetings
3. Documentation of Committee Meeting Minutes
4. Two Interagency Meetings with Casper Area Staff and Experts
5. Two Meetings with WYDOT
6. Two Public Engagement Events
7. One Online Survey
8. One Online Mapping Platform



## 9. Comment Box Materials and Graphic Design

### 2. Site Visits

#### 2.1. Site Visit #1

- 2.1.1. Consultant shall conduct a kick off meeting with the Steering Committee in Casper, seek public input and conduct site reconnaissance for the overall wayfinding system. Consultant will also establish a strategic direction, develop goals, confirm the target audience, collect destinations and discuss routes. Consultant will be on site for two days.
- 2.1.2. During the first visit, Consultant will meet with the Wyoming Department of Transportation officials who will permit the sign system. Owner and Consultant anticipate that each municipal or county engineer (if applicable) will attend this meeting.
- 2.1.3. Consultant will conduct a visual listening survey and in-person conversations during the weekly farmer's market to gain interest and input in the project. Results of this will be used to inform the overall look, fit and finish of the sign system.

#### 2.2. Site Visit # 2

- 2.2.1. Midway through the project, Consultant will host a public input session in Casper to receive feedback on the preliminary sign design and wayfinding system. During this visit Consultant will also conduct a steering committee meeting and validate the draft wayfinding system through additional field work and meetings with City and town Councils. Consultant will be on site for three days.

#### 2.3. Site Visit # 3

- 2.3.1. When the plan is in its final draft format, Consultant will host an open house within the Casper Area to share the proposed wayfinding system and final sign design. During this trip, Consultant will meet with City and town Councils and the County Commission. Consultant will be on site for two days.

#### Site Visit Deliverables

- 1. Three in-person site visits to the Casper Area.
- 2. Documentation of strategic direction, project goals, and public participation audience.
- 3. One Community Pop-Up Event.
- 4. One Public Input Meeting.
- 5. One meeting each or combined with Mills Town Council, Bar Nunn Town Council, Evansville Town Council, Casper City Council, and Natrona County Commission.

### 3. Brand Assessment & Recommendations

- 3.1. Branding: In collaboration with the Casper Area MPO, Consultant will create a unified sign brand through the following process:
  - 3.1.1. Brand Discovery. During this phase, Consultant will facilitate a discovery meeting to understand the “image” perceived and desired and how each community can leverage their brand. Perceptions will be generated through steering committee interviews and by using the strategic direction as a baseline.
  - 3.1.2. Brand Concepts. During this phase Consultant will present a graphics package that will be carried through the sign development.
  - 3.1.3. Brand Refinement. Consultant will refine the presented brand based on the feedback provided by the Steering Committee.
  - 3.1.4. Brand Implementation. As the project moves forward, Consultant will integrate the brand into the final deliverables and proposed design guidelines.

#### Branding Deliverables

1. Separate Brand Documentation for the Casper Area MPO, towns, City, and County brand concepts and refined concepts.
2. Files provided in Indesign, Illustrator, and PDF format.

#### 4. Conditions and Opportunities

The following efforts are applied to and shared throughout the development of the documentation.

- 4.1. Base mapping and review of existing plans/codes. With assistance from the Casper Area MPO, Consultant will compile existing maps and plans from various local, state, and federal agencies.
- 4.2. Programming. Consultant will collect and review relevant events and programs that occur in the area(s) identified by this plan, including: Casper, Mills, Evansville, Bar Nunn and Natrona County and select destinations outside of the MPO boundaries. This includes discussions with the Steering Committee; City, Town, and County Leaders to understand the operation of activities.
- 4.3. Analysis & inventory. Consultant will collaborate with the Steering Committee to understand how the current transportation system and ongoing projects could impact the wayfinding system while diagramming these circulation pathways:
  - 4.3.1. Vehicles: Evaluate traffic patterns, access issues, and truck circulation.
  - 4.3.2. Pedestrians: Inventory and evaluate key pedestrian patterns and challenges.
  - 4.3.3. Bicyclists: Evaluate bicycle movements and linkages to neighborhoods and key destinations.
  - 4.3.4. Trails: Assess trail access and usage.

- 4.4. Destination prioritization. A comprehensive list of destinations organized according to the target audience with consideration given to districts, landmarks, attractions, and civic destinations.
- 4.5. Phasing & implementation. Consultant will establish a set of criteria for determining the priority level of proposed signage. These priority criteria will be matched with the prioritization to recommend phasing in which the signage will be implemented.
- 4.6. Funding sources. Consultant will establish a set of criteria for determining the priority level of proposed signage. These priority criteria will be matched with the prioritization to recommend phasing in which the signage will be implemented.

#### Conditions and Opportunities Deliverables

1. Documentation of existing conditions and analysis related to vehicles, pedestrians, bicyclists, and trails.
  2. Documentation of selection and collection of destinations and programming within the Casper Area.
  3. Comprehensive List of Destinations in pdf and appropriate GIS formats as requested by Casper Area MPO staff.
  4. Documentation of criteria for determining priority level and funding sources of proposed signage and wayfinding improvements.
5. Documentation

The final deliverable will include outcomes from the previous sections. Additional considerations directly impact the design of the sign family and include legibility, readability, resiliency, modification, cohesiveness, and brand — color, typography, and iconography.

- 5.1. Draft sign family & master sign plan. Conceptual options for a sign family will include the sign types listed below.
  - 5.1.1. Monuments / Gateway Sign – Two concepts for the planning area will be developed, which are anticipated to be placed along major highways along the edge of the community or as one may enter a specific district.
  - 5.1.2. Wayfinding – A vehicular wayfinding system that directs motorists within the planning area.
  - 5.1.3. Identification – A vehicular orientated sign that identifies a building or landmark.
  - 5.1.4. Interpretive – A pedestrian sign that can be approached on foot that interprets a landmark or cultural element. This proposal includes the design of a typical sign, but does not include graphic design work for the potential content that may go on each sign.

- 5.2. A detailed and itemized estimate of probable cost. Consultant will prepare a detailed and itemized estimate of probable cost to implement the system, which will include a phasing program.
- 5.3. Final sign family & master sign plan. Consultant will refine designs and concepts into a complete sign family, developing a typical front and side elevation and measurements for each sign type identified in Conditions and Opportunities. The Design Standards will include colors, fonts, and materials as well as the final locations, messaging, nomenclature, and type.

#### Documentation Deliverables

1. Draft Sign Family & Master Sign Plan including two monuments/gateway sign concepts, wayfinding, identification, and interpretive signage.
  2. Memo outlining estimate of probable cost to implement the proposed Plan, including detailed material, construction, and installation costs and phasing of installation.
  3. Final Sign Family & Master Sign Plan, including refined designs and concepts with typical front and side elevation and measurements, material palette, color palette, and summarized installation instructions for each proposed sign type, illustrated in an appropriate scale.
  4. Design Standards Element, which shall include colors, fonts, materials, final locations, messaging nomenclature, and type for each proposed sign.
  5. Final locations shall be provided in appropriate GIS format.
6. Professional Design Fees
- 6.1. Consultant shall provide the services listed above for a lump sum fee of Ninety Thousand Dollars (\$90,000), excluding reimbursable expenses. Fees will be invoiced on a percent complete basis.
  - 6.2. Reimbursable expenses shall include refreshments for public events, travel costs, online media payments, printing and event signs. Reimbursable expenses shall not exceed Five Thousand Dollars (\$5,000).
  - 6.3. Contingency funds shall be planned for in the amount of Five Thousand Dollars (\$5,000), which may be utilized by Owner in addition to expenses listed under Section 6 (6.1-6.2). Contingency funds shall be used only for services, goods, or materials that are mutually agreed upon by the parties to this Agreement.

#### **Provided by Owner**

1. Subject to applicable law, Owner will provide a project manager or “decision maker” who can provide direction and make decisions on behalf of Owner.
2. Owner will provide city, town, and county logo(s) and branding guidelines for each community.
3. Owner will print handouts and oversized graphics for steering committee meetings and public open houses.

4. Owner will provide site surveys or detailed construction documents when said documents are available.

EXHIBIT "B"

MPO POLICY COMMITTEE APPROVAL

WHEREAS, the Casper Area Metropolitan Planning Organization Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget amendment on March 14, 2019 for a Casper Area Wayfinding Master Plan to not exceed One Hundred Thousand Dollars (\$100,000); and,

WHEREAS, on July 30, 2019, the Consultant Selection Committee approved the hiring of RDG IA Inc dba RDG Planning & Design to complete the Casper Area Wayfinding Master Plan.

WHEREAS, RDG Planning & Design is willing, available and qualified to perform said work.

NOW, THEREFORE BE IT RESOLVED BY THE MPO POLICY COMMITTEE: That the City of Casper, as the agent of the MPO, is hereby directed to enter into an agreement with RDG Planning & Design to complete the Casper Area Wayfinding Master Plan in accordance with the scope of work and schedule included in this Agreement, for an agreement amount not to exceed One Hundred Thousand Dollars (\$100,000)

PASSED AND APPROVED THIS FORTEENTH day of MARCH 2019.

ATTEST:

CASPER AREA METROPOLITAN PLANNING  
ORGANIZATION POLICY COMMITTEE:

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Liz Becher  
Community Development Director

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Patrick Ford  
Chairman

## EXHIBIT "C"

### NOTICE TO CONTRACTOR COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1984 FOR FEDERAL-AID CONTRACTS

During the performance of this Agreement, RDG Planning & Design, for itself, its assignees and successors in interest (hereinafter referred to as the Contractor), agrees as follows:

1. Compliance with Regulations.

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination.

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by any state or federal law including, but not limited to, Section 21.5 of the Regulations, including employment practices, when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.

In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements or materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

4. Information and Reports.

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the MPO Policy Committee, WYDOT, or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the MPO Policy Committee, WYDOT, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the MPO Policy Committee shall impose such contract sanctions as it or WYDOT or the FHWA may determine to be appropriate, including, but not limited to:

- A. Withholding of payments to the Contractor under the Agreement until the Contractor complies; and/or,
- B. Cancellation, termination, or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions.

The Contractor shall include the provisions of Paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the MPO Policy Committee, WYDOT, or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



EXHIBIT "D"

CERTIFICATION OF CONTRACTOR

I hereby certify that I am a Principal and duly authorized representative of the firm of RDG IA Inc dba RDG Planning & Design; and that neither I nor the above firm I here represent has:

1. Employed or retained for a commission, percentage, brokerage fee, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Contractor) to solicit or secure this Agreement;
2. Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or,
3. Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above Contractor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

I acknowledge that this Certification is to be given to the Casper Area Metropolitan Planning Organization, and is subject to applicable state and federal laws, both criminal and civil.

August 12, 2019

Date



Signature

G. W. Justin Platts, PLA, ASLA

Principal

Title

EXHIBIT "E"

CERTIFICATE OF AGENT

I hereby certify that I am the designated agent of the City of Casper, Wyoming, a Municipal Corporation, and that the above contracting firm or her representatives have not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

1. Employ or retain, or agree to employ or retain, any firm or person; or,
2. Pay, or agree to pay, to any firm, person, or organization any fee, contribution, donation, or consideration of any kind; with no exceptions.

I acknowledge that this Certification is subject to applicable state and federal laws, both criminal and civil.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation, as Owner:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charles Powell  
Mayor

EXHIBIT "F"

CERTIFICATION OF  
SUSPENSION OR DEBARMENT

STATE OF IOWA)ss


COUNTY OF POLK)ss

I, G. W. Justin Platts, PLA, ASLA being duly sworn on oath, certify that neither I, nor any person associated therewith in the capacity of owner, partner, director, or officer is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency; have been suspended, debarred, voluntarily excluded, or determined ineligible by any state or federal agency within the past three years; have a proposed debarment pending; and, nor have been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

  
G. W. Justin Platts, PLA, ASLA

Principal  
Title

Subscribed in my presence and sworn to before me this Twelfth day of August 2019, by:

  
Judi K. Brown  
Notary Public

October 19, 2021  
My Commission Expires

