



CLIENT CONTRACT

DATE: 08/01/2023

ECS PROJECT#: 230033

GENERAL SERVICES AGREEMENT

CLIENT NAME: Town of Saratoga Wyoming
CLIENT CONTACT/TITLE:
MAILING ADDRESS: P.O. Box 486
CITY, STATE, ZIP: Saratoga, WY, 82331
OFFICE #: (307) 326-8335
HOME #:
FAX #:
CELL #:
EMAIL:

THE FOLLOWING IS THE WORK THAT YOU (THE CLIENT) HAVE ASKED US TO PERFORM. IF YOU AGREE THAT THIS IS WHAT YOU WANT, PLEASE SIGN AUTHORIZING US TO PROCEED WITH THE PROJECT. ALL CHARGES WILL BE MADE IN ACCORDANCE WITH OUR CURRENT FEE SCHEDULE UNLESS OTHER WRITTEN AGREEMENT IS ATTACHED.

PROJECT NAME: General Services Agreement ECS PRINCIPAL: Shawn Gustafson PROJECT LOCATION: Saratoga WY

SCHEDULE: ANTICIPATED START DATE: 08/01/2023 ANTICIPATED COMPLETION DATE: OPEN

SCOPE OF WORK: Professional Engineering and Surveying Services
Scope of work to be defined by individual Work Order for individual requests

CLARIFICATIONS:
Each Work Order will be accompanied by a Fee Proposal and Fee Schedule based upon the scope of work and the current ECS rate schedule.

CLIENT AGREES TO THE TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE OF THIS DOCUMENT WHICH ARE AS PART OF THIS AGREEMENT. CLIENT ACKNOWLEDGES HE HAS RECEIVED A COMPLETE COPY OF THE AGREEMENT.

CLIENT AUTHORIZATION

DATE: _____

CLIENT / COMPANY NAME

SIGNATURE (AUTHORIZED AGENT OR GUARANTOR)

ECS AUTHORIZATION

DATE: 08/01/2023

Shawn J. Gustafson
PRINCIPAL

SIGNATURE (PRINCIPAL)

AUTHORIZATION TO PROCEED AND ACCESS TO CONSTRUCTION PROJECT

CLIENT ACKNOWLEDGES, THAT BY EXECUTING THIS AGREEMENT, AUTHORIZES THE PROFESSIONAL TO PERFORM THE WORK AND PROVIDE THE SERVICES SET FORTH IN PAGE 1 HEREOF. CLIENT UNDERSTANDS PAGE 1 PROVIDES A GENERAL SYNOPSIS OF THE WORK AND SERVICES TO BE PROVIDED AND PERFORMED BY THE PROFESSIONAL FOR THE PROFESSIONAL TO OBTAIN SERVICES OF OTHER PROFESSIONALS, SUBCONTRACTORS, OR INDEPENDENT CONTRACTORS. CLIENT AGREES IT WILL BE OBLIGATED TO RENDER PAYMENT FOR THE SERVICES OF THESE THIRD PARTIES AND WILL BE BILLED FOR THEIR WORK AS A PART OF THIS CONTRACT.

CLIENT HERBY GRANTS THE PROFESSIONAL, ITS AGENTS, OFFICERS, EMPLOYEES AND SUBCONTRACTORS ANY AND ALL ACCESS TO THE CONSTRUCTION JOB SITE NECESSARY TO PERFORM THE LABOR AND SERVICES OUTLINED ON PAGE 1 HEREOF.

PAYMENT OF FEES

CLIENT HERBY AGREES TO PAY OR OTHERWISE DISCHARGE ALL MONTHLY CHARGES ASSESSED BY PROFESSIONAL ON OR BEFORE THE 20TH DAY AFTER THE DATE OF INVOICING. SHOULD THE MONTHLY CHARGES NOT BE PAID ON OR BEFORE THE 30TH DAY FOLLOWING THE DATE OF INVOICING THEN IT IS AGREED CLIENT SHALL BE ASSESSED AND PAY A FINANCE CHARGE OF 1.5% PER MONTH OR EIGHTEEN (18%) PERCENT PER ANNUM, COMPUTED FROM THE 31ST DAY FOLLOWING THE DATE OF INVOICING UNTIL THE DATE OF FULL PAYMENT OF THE PRINCIPAL SUM AND APPLICABLE FINANCE CHARGES DUE UPON THE MONTHLY INVOICE. IN THE EVENT THE PROFESSIONAL MUST ENGAGE IN COLLECTION ACTIVITIES TO OBTAIN ANY MONIES DUE ON ANY MONTHLY INVOICE, CLIENT AGREES TO BE OBLIGATED FOR ALL COSTS AND FEES OF COLLECTION, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND COURT COSTS.

IN ADDITION TO THE FOREGOING, IF PAYMENT UPON ANY INVOICE IS NOT RECEIVED ON OR BEFORE THE 45TH DAY FOLLOWING THE DATE OF INVOICE, THE PROFESSIONAL SHALL HAVE THE RIGHT TO CEASE THE PERFORMANCE OF ANY WORK UNDER THE TERMS OF THIS CONTRACT AND FILE A MECHANICS LIEN, PURSUANT TO THE STATUTES OF THE STATE OF WYOMING, AGAINST THE AFFECTED REAL PROPERTY. CLIENT AGREES THAT, SHOULD THE PROFESSIONAL EXERCISE HIS RIGHT, IT WAIVES ANY AND ALL CLAIMS OF DAMAGE FOR BREACH OF THIS CONTRACT, LOSS OF INCOME OR PENALTY RESULTING FROM THE ACTS OF THE PROFESSIONAL IN THIS REGARD. CLIENT ALSO AGREES TO BE OBLIGATED FOR ANY REASONABLE ATTORNEYS' FEES AND RELATED COSTS INCURRED BY PROFESSIONAL WHILE PROCESSING ITS LIEN CLAIM.

OWNERSHIP OF DATA AND DOCUMENTS

ALL DOCUMENTS, INCLUDING BUT NOT LIMITED TO, DRAWINGS, PLATS, SPECIFICATIONS, AND REPORTS PREPARED BY THE PROFESSIONAL UNDER THIS AGREEMENT, ARE THE PROPERTY OF THE PROFESSIONAL. THEY HAVE OR WILL BE PREPARED FOR THE SPECIFIC USE OF CLIENT OR HIS DESIGNATED EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THE PERFORMANCE OF CONSTRUCTION OR DEVELOPMENT WORK UPON THE DESCRIBED REAL PROPERTY. THE SAID DOCUMENTS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CLIENT OR OTHERS ON OTHER RELATED OR UNRELATED PROJECTS WITHOUT FIRST OBTAINING THE WRITTEN CONSENT OF PROFESSIONAL. CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS PROFESSIONAL FROM ANY AND ALL LIABILITY, LOSS, OR DAMAGE PROFESSIONAL MAY SUFFER AS A RESULT OF CLAIMS, DEMANDS, COSTS, INCLUDING REASONABLE ATTORNEYS' FEES OR JUDGMENTS AGAINST IT ARISING FROM THE ABOVE STATED UNAUTHORIZED USE OF THE DOCUMENTS.

AS BUILT DOCUMENTS

IF THE SCOPE OF THE SERVICES AS DEFINED ON PAGE ONE INCLUDES THE PREPARATION OF AS BUILT DOCUMENTS, THE PROFESSIONAL SHALL, AT THE COMPLETION OF THE WORK, COMPILE FOR AND DELIVER TO THE OWNERS A SET OF AS BUILT DOCUMENTS, CONFORMING TO THE CONSTRUCTION RECORDS OF THE CONTRACTOR AS PROVIDED TO THE PROFESSIONAL. THIS SET OF DOCUMENTS SHALL CONSIST OF THE CORRECTED SPECIFICATIONS AND PLANS SHOWING THE REPORTED LOCATION OF THE WORK. WHILE THE INFORMATION SUBMITTED BY THE CONTRACTOR AND INCORPORATED BY THE PROFESSIONAL INTO THE RECORD IS ASSUMED TO BE RELIABLE, CLIENT AGREES AS AGAINST THE PROFESSIONAL, TO WAIVE ANY CLAIMS OR CAUSES OF ACTION FOR ERRORS, OMISSIONS, OR INACCURACY WHICH MAY OCCUR AS THE RESULT OF IMPROPRIETIES FOUND IN THE AS BUILT DOCUMENTS.

JOB SITE SAFETY

CLIENT ACKNOWLEDGES THE PROFESSIONAL SHALL NOT HAVE CONTROL OR CHARGE OF AND SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES IMPLEMENTED BY THE CONTRACTORS AND/OR SUBCONTRACTORS. FURTHER, THE PROFESSIONAL SHALL NOT BE RESPONSIBLE FOR THE SAFETY PRECAUTIONS AND PROGRAMS USED BY THE CONTRACTORS AND SUBCONTRACTORS IN CONNECTION WITH THE WORK NOR FOR THE ACTS OR OMISSIONS OF THE CONTRACTORS, SUBCONTRACTORS, OR ANY OTHER PERSONS PERFORMING THE WORK, OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

OPINION OF PROBABLE CONSTRUCTIONS COSTS

CLIENT AGREES THE PROFESSIONAL HAS NO CONTROL OVER THE COST OF LABOR, MATERIALS, OR EQUIPMENT, THE CONTRACTOR'S METHOD OF DETERMINING PRICES OR COMPETITIVE BIDDING OR MARKET CONDITIONS. THEREFORE, HIS OPINIONS OF PROBABLE CONSTRUCTION COSTS PROVIDED FOR HEREIN ARE TO BE MADE ON THE BASIS OF HIS EXPERIENCE AND QUALIFICATIONS. THE OPINIONS REPRESENT HIS BEST JUDGMENT AS A PROFESSIONAL, FAMILIAR WITH THE CONSTRUCTION INDUSTRY. HOWEVER, THE PROFESSIONAL CANNOT AND DOES NOT GUARANTEE THAT PROPOSALS, BIDS, OR CONSTRUCTION COSTS WILL NOT VARY FROM THE OPINIONS OR PROBABLE COSTS PREPARED BY PROFESSIONAL.

COMPLETE AGREEMENT

THIS DOCUMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PROFESSIONAL AND THE CLIENT, AND ANY STATEMENTS WHETHER IN WRITING OR MADE ORALLY, NOT INCLUDED IN THIS DOCUMENT ARE SPECIFICALLY EXCLUDED FROM THE TERMS HEREOF. FURTHER, ANY ADDITIONS OR DELETIONS OR ALTERATIONS OF THIS AGREEMENT MUST BE MADE BY WRITTEN ADDENDUM, ACCEPTED IN WRITING BY BOTH PARTIES.

SUSPENSION OR TERMINATION OF AGREEMENT

PROFESSIONAL MAY, AT ITS SOLE DISCRETION, AFTER GIVING SEVEN (7) DAYS WRITTEN NOTICE TO CLIENT, SUSPEND OR TERMINATE SERVICE IF UNDISPUTED CHARGES ARE NOT PAID WITHIN FORTY-FIVE (45) DAYS OF RECEIPT OF PROFESSIONAL'S INVOICE AND CLIENT HEREBY WAIVES ANY CLAIM AGAINST PROFESSIONAL ARISING FROM PROFESSIONAL'S SUSPENSION OR TERMINATION OF SERVICES DUE TO CLIENT'S FAILURE TO MAKE TIMELY PAYMENT.

ANY CHARGES IN DISPUTE SHALL BE CALLED TO PROFESSIONAL'S ATTENTION, IN WRITING, WITHIN TEN (10) DAYS OF RECEIPT OF PROFESSIONAL'S INVOICE, AND CLIENT AND PROFESSIONAL SHALL WORK TOGETHER IN GOOD FAITH TO RESOLVE ANY SUCH DISPUTES. IF CLIENT AND PROFESSIONAL ARE UNABLE TO RESOLVE SAID DISPUTES WITH TWENTY (20) DAYS, PROFESSIONAL MAY SUSPEND OR TERMINATE SERVICE. NO INTEREST WILL ACCRUE ON THAT PORTION OF THE INVOICE THAT IS IN DISPUTE.

THE OBLIGATION TO PERFORM UNDER THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY UPON THIRTY (30) DAYS WRITTEN NOTICE. SUCH TERMINATION SHALL BE BASED UPON SUBSTANTIAL LACK OF PERFORMANCE BY THE OTHER PARTY UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT.

PROFESSIONAL MAY TERMINATE SERVICES UNDER THIS AGREEMENT UPON SEVEN (7) DAYS WRITTEN NOTICE IF CLIENT REQUIRES OR DEMANDS THAT PROFESSIONAL PERFORM SERVICES IN CONFLICT WITH PROFESSIONAL'S PROFESSIONAL RESPONSIBILITIES AND CLIENT HEREBY WAIVES ANY AND ALL CLAIMS AGAINST PROFESSIONAL FOR SUCH TERMINATION.

IF THIS AGREEMENT IS TERMINATED BY EITHER PARTY, CONSULTANT SHALL BE TIMELY PAID FOR SERVICES RENDERED AND FOR DIRECT EXPENSES INCURRED TO THE DATE OF SUCH TERMINATION PLUS CLOSE-OUT OR SUSPENSION COSTS INCLUDING BUT NOT LIMITED TO DOCUMENT MANAGEMENT, RESCHEDULING OR RE-ASSIGNMENT OF PERSONNEL, AND DOCUMENTATION AS TO STATUS OF WORK TASKS.

GOVERNMENTAL LIABILITY

CLIENT is a governmental entity, and, as such, enjoys immunities and defenses from suit and liability provided by the Constitution and laws of the State of Wyoming, including but not limited to the Wyoming Governmental Claims Act, W.S. §§ 1-39-101 et seq. By entering into this Agreement, CLIENT does not waive any of its immunities or defenses from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

CONTINUING OBLIGATION

THIS CONTRACT SHALL BE BINDING UPON THE HEIRS, SUCCESSORS AND ASSIGNS OF THE PARTY'S SIGNATORY.