

**CONTRACT FOR SERVICES: ROAD 215 CONSTRUCTION PROJECT
LARAMIE COUNTY, WYOMING / SUMMIT ENGINEERING**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Summit Engineering, 5907 Townsend Pl. Cheyenne WY 82009 ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to set forth the terms and conditions for CONTRACTOR for provision of Professional Engineering Services in connection with the design and construction of a portion of Laramie County Road 215 (a.k.a. Railroad Road). Said terms and conditions as indicated in attachment 'A' to this agreement, and as modified herein, which is fully incorporated herein and as set forth in this agreement.

Laramie County has become aware of increased traffic on this portion of Railroad Road with continuing development in the nearby and surrounding area, which is anticipated to continue to increase traffic usage, as well as certain topographic deficits in the area, including a portion of floodplain underlying the relevant section of Road 215. The County was also aware of parties mentioned here engaging in a project whereby a portion of the relevant section of Road 215 met the traffic counts requiring asphalt paving, as laid out in the Laramie County Land Use Regulations (LCLUR) and as a condition placed on the plat of "Meadowlark Airpark." Said asphalt paving being carried out between Taft Love (d.b.a. Milliron T.J Construction) and Simon Construction also employing the services of Summit Engineering.

The County has minimal mechanisms at this time to address developments and the phasing of developments related to the LCLUR and traffic counts. Participating in this project is the result of those minimal mechanisms. Participating in a project to address the issues associated with increased traffic future development and topographic matters is the subject of this agreement and a companion agreement with Simon Construction.

The initial project by the aforementioned parties, was for the asphalt paving of a section of County Road 215 between the easterly right-of-way line of Earhart Drive to the existing paved surface of general to 215 located at on or near the intersection with 215 and County Road 136. An analysis of the existing and future needs and options in this area of Railroad Road (Road 215), including the available economies of scale provided by an already proposed project, provided an opportunity to maximize return and reduce costs, through the participation of the County and through an extension of the project to the east right-of-way line of County Road 137.

The Laramie County Commissioners have determined it benefits the general welfare, future development, transportation needs as well as public safety, to provide funding and other participation in, and extension of, an existing project for paving the referenced portion of Railroad Road.

II. RESPONSIBILITIES OF COUNTY

A. Payment will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY and costs shall be in accordance with CONTRACTOR'S proposal attached hereto as Attachment 'A' *with the exception of* "CONSTRUCTION and OBSERVATION" services, for which payment and invoicing are separately provided in this agreement. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. ' 16-6-602 (as amended).

B. Payment for services provided in Attachment A, *excluding* those for "Construction Observation" shall not exceed \$16,850.00 and a \$1000.00 Budgetary Fee for Construction Observation, except as provided herein for billing and invoicing for Construction observation and cost adjustment and change orders as provided herein.

C. COUNTY, and through its identified authorized representative, shall have the power to enter into an amended agreement, approve changes in the scope of the work, to approve and execute change orders, including modification of cost or services.

D. COUNTY, hereby designates the Laramie County Director of Public Works (Hereinafter "Director") and or her designee as the representative for such amendments changes or change orders. CONTRACTOR shall identify in writing the individual representative of Summit Engineering with express authority to negotiate and request any amendments, changes or change orders.

III. RESPONSIBILITIES OF CONTRACTOR:

A. CONTRACTOR shall provide and complete the services described in Attachment A, as modified herein, and as attached hereto and fully incorporated herein. Should a conflict exist or arise between any provision or condition of this Agreement and Attachment 'A', the provisions and conditions set forth in this Agreement shall control.

B. CONTRACTOR shall perform "Construction Observation" as requested and directed by the Laramie County Public Works Director and as provided herein.

C. Change Orders CONTRACTOR agrees that before incurring additional costs which may increase or have the effect of treating the overall cost of the project (except in matters related to construction observation), it shall provide notice to County's representative in the form of a request for a change order." The form and nature of such change orders shall be in written form and determined by mutual agreement between contractor and County's representative and all change orders shall require the approval by the County and for action to be taken upon a changes to private expenditures are made as a result.

D. CONTRACTOR agrees and understands that this project concerns the

modification/construction of a county public road. As a result, both design and construction must be in accord and consistent with applicable laws, county objectives, policies and regulations. Therefore, CONTRACTOR agrees that the county's representative shall have authority to restrict, modify or amend, through written requests, CONTRACTORS services and written work product; including, but not limited to, any work performed as "construction observation" as well all other services in regard to the project, in order to achieve County objectives and/or to comply with state, federal or County policies or other regulatory requirements. In the event that County representatives request for restriction location or amendment, result in additional cost for contractor, contractor agrees to submit a change order for review and approval by COUNTY.

E. CONTRACTOR agrees to retain all required records for three (3) years after the COUNTY makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by CONTRACTOR under this contract shall be considered the property of the COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.

IV. CONSTRUCTION OBSERVATION SERVICES:

A. "Construction observation services" includes, but may not be limited to, periodic or as directed, observation of project work and construction activities or services as needed or as directed by the County representative. This will include both on-going work on the project and as well as completed work, to determine any contractor's compliance with plan specifications or designs as well as industry standards, applicable regulations and policies. It includes but is not limited to, an assessment, in the professional judgment of the CONTRACTOR as to the sufficiency and adequacy of the project work being performed by any contractor as well as its adherence to design and standards. The construction observation is specific to the section of road being designed as designated within this contract.

B. In regard to Construction Observation Services, CONTRACTOR accepts the relationship of trust and confidence established with COUNTY by this Agreement, and covenants with the COUNTY to furnish the CONTRACTORS reasonable skill and judgment and to cooperate with the County Representative and/or her designees in furthering the interests of the COUNTY in accordance with the County Representative's requirements and with attention to any and all cost considerations as approved by the COUNTY and in accord with any agreement(s) entered into by the COUNTY for construction of the project.

C. CONTRACTOR will provide any reports observations or analysis in writing with the submittal of invoices specific to the construction observation and as requested by the County representative.

D. The work includes interaction with any contractors engaging in activities or services so as to facilitate completion of the project in accord with design and standards as well as any timelines indicated by contract or otherwise. The work may include, but not be limited to: inspections of work ongoing or completed to determine sufficiency in compliance with design or other required specifications or policies, on-site observations and interaction with contractor and its personnel, reviewing any drawings or specifications including as-builts and/or changes to existing or provided designs or plans in order to determine accuracy and compliance and review of any inspection or progress reporting by any contractor to determine accuracy and sufficiency.

E. CONTRACTOR acknowledges and warrants that its services in performance of Construction Observation shall be in the service of, and on behalf of Laramie County.

F. CONTRACTOR affirms that no staff member or employee of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

G. The CONTRACTOR shall use its reasonable skill and judgment in its observation, analysis in reporting to the County Rep. in regard to matters related to the conduct, method and cost of construction during the course of the project. Contractor shall, in accord with its expertise and skill and accepted industry practices, direct its observation and reporting to the County representative in a manner so as to assist in the carrying out of the project in an expeditious and economical manner, consistent with the interests of the COUNTY. The CONTRACTOR in cooperation with the COUNTY endeavor in good faith to promote harmony and cooperation among the parties on the Project.

H. To the degree reasonably possible, CONTRACTOR agrees to provide in advance, an estimate to the Director of anticipated costs for any requested construction observation services, the nature and type of services needed for the requested observation.

I. Payment for Construction Observation services, job and by the County in response to a release from contractor at the rates outlined in "Part 5" of attachment 'A' to wit:

Principal professional engineer-\$120 per hour
Professional engineer-\$110 per hour
Engineering technician-\$70 per hour
Secretarial services-\$35 per hour

V. GENERAL PROVISIONS

1. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

2. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

3. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

4. Entire Agreement: This Agreement (5 pages) and Attachment A (3 pages) and Attachment B—Insurance requirements (3pages), represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

5. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

6. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

7. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

8. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

9. Contingencies: CONTRACTOR certifies and warrants that no gratuities, kick-backs 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.

10. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

11. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

12. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including WYO. STAT. ANN. §§ 1-39-101-121 (2007), by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

13. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision, as fully described in Attachment B, and provide COUNTY with proof of such insurance.

14. Third Parties: 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 the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

15. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

16. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

17. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if

COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

18. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

19. CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local, including but not limited to, requirements for Wyoming preference as to Wyoming residence, materials and products as outlined in Wyo. Stat. Ann. § 16-6-101 et seq.

LARAMIE COUNTY, WYOMING

By: 

Troy Thompson, Chairman, Laramie County Commissioners

Date June 8, 2022

ATTEST;

By: 

Debra Lee, Laramie County Clerk

Date June 8, 2022

CONTRACTOR: Summit Engineering


By: 

Name: LARRY R. CALLAHAN

Title: Owner

Date 6-6-22

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
LARAMIE COUNTY ATTORNEY





SUMMIT ENGINEERING

SINCE 1997

CIVIL ENGINEERING - LAND DEVELOPMENT
MUNICIPAL - TRANSPORTATION

5907 Townsend Pl. Cheyenne, WY 82009
307-637-0681

April 15, 2022

Ms. Molly Bennett, Director
Laramie County Public Works
13797 Prairie Center Circle
Cheyenne, WY. 82009

Re: **Professional Engineering Services** - for the proposed Asphalt Paving of a portion of County Road 215 (a.k.a. Railroad Road), Laramie County, Wyoming. A portion of Section 6, Township 14N, Range 69W

Dear Ms. Bennett:

We are pleased to submit the following proposal for Professional Services in connection with the Asphalt Paving of a portion of County Road 215 (a.k.a. Railroad Road) Laramie County, Wyoming.

Summit Engineering, LLC, hereinafter referred to as the Engineer, proposes to furnish Professional Services to Laramie County, hereinafter referred to as the Client; the Scope of Services and for the fees outlined below.

PROJECT DESCRIPTION:

Provide complete Engineering Construction Plans for the Asphalt Paving of County Road 215 (a.k.a. Railroad Road). Starting at the easterly right-of-way line of Earhart Drive, extending approximately 2,500-feet easterly to the east right-of-way line of County Road 137. Approximately 2/3 of the project length is within FEMA floodplain and will require a County Floodplain Development Permit. It is intended that the proposed grade of CR-215 will be approximately at the grade of the existing gravel road grade to minimize effects on the floodplain.

SCOPE OF SERVICES:

PART 1 Provide Surveying Services (by Jones Surveying, Inc.) for topographic survey of the right-of-way of project area from easterly right-of-way line of Earhart Drive, extending approximately 2,500-feet easterly to the east right-of-way line of County Road 137.

Fee \$ 2,350.00

PART 2 Provide Geotechnical Engineering Services (by JB Engineers) for earthwork and pavement recommendations. Utility locates, drill soil borings, collect samples, laboratory testing and final report.

Fee \$ 3,500.00

PART 3 Provide Civil Engineering Services as a part of the roadway improvement project, a flood study will be performed to evaluated impacts to the 100-yr flood levels within the project area. The evaluation will include the development of HEC-RAS hydraulic models for both existing and proposed roadway improvement

conditions. The hydraulic model will aid in the design of the roadway profile to ensure any increases in the 100-year flood levels are less than 12-inches. The flood study will be documented in a design report including tables and figures to clearly describe the evaluation and present the findings.

Fee \$ 4,800.00

PART 4 Provide Civil Engineering Services for CR-215 design from Ernhart Drive to CR-137. This service shall include necessary Plan sheets, Plan & Profile sheets, sections, and details.

Fee \$ 6,200.00

Total Fee \$16,850.00

CONSTRUCTION OBSERVATION:

PART 5 Provide Engineering Services for Construction Observation on an as-needed basis. Work performed by Summit Engineer, LLC under the "Construction Observation" section of this contract shall be billed at the following rate:

- Principal Professional Engineer - \$ 120.00/hour
- Professional Engineer - \$ 110.00/hour
- Engineering Technician - \$ 70.00/hour
- Secretarial Services - \$ 35.00/hour

Budgetary Fee \$1,000.00

SCOPE OF SERVICES:

The Scope of Services listed above represents our best effort to set forth those services which we believe to be those requested by you, the client, and or those we can determine to be needed to accomplish a particular objective. However, we recognize and we ask that the client recognize that as the project progresses the scope of services as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

- Better understanding of the project and the client's goals as progress on the project is made.
- Revised design plans prepared by RDG.
- Additional requirements identified by client.
- Policy changes or additional requirements by the permitting agencies.

If these influences occur and are identified, we will advise you and seek your direction as to how you wish to proceed.

INVOICING AND PAYMENT:

Work will be invoiced on approximately on the 1st day of each month based on the attached fee schedules, with payment expected upon receipt of the invoice by the client.

If the proposed work and fees contained herein are agreeable with you, please sign one of the enclosed copies of this proposal and return to our office and keep the other copy for your records. Should you have any questions regarding the above, please do not hesitate to contact me.

Sincerely,



Larry R. Gallagher, P.E.
Summit Engineering, LLC

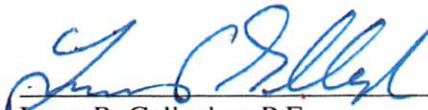
ACCEPTANCE OF PROPOSAL:

The above fees, terms, conditions and specifications are satisfactory and are accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

THIS PROPOSAL ACCEPTED BY:

Ms. Molly Bennett, Director
Laramie County Public Works

Date:



Larry R. Gallagher, P.E.
Summit Engineering, LLC

Date:

4-18-20

Attachment B
Insurance Requirements for Professional Services

Contractor shall procure and maintain for the duration of the contract, *and for 5 years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, subcontractors, contractors, or consultants.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and endorsed with Stop Gap coverage providing Employers Liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Umbrella or Excess Liability:** Contractor may achieve required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in same or greater coverage as coverages required in paragraphs 1 and 2 above, and in no event shall any excess or umbrella liability insurance provide narrower coverage than primary policy. Excess policy shall not require exhaustion of underlying limits only through actual payment by underlying insurers.
4. **Workers Compensation** as required by the State of Wyoming, with Statutory Limits.
5. **Professional Liability** with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If Contractor maintains broader coverage and/or higher limits than minimums shown for insurance, including but not limited to umbrella or excess liability insurance, Laramie County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Laramie County.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Laramie County. At the option of the Laramie County, either: the Contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the Laramie County, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Laramie

County guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Laramie County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

2. For any claims related to this project, the Contractor's insurance coverage shall be primary and noncontributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects Laramie County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Laramie County, its officers, officials, employees, or volunteers shall be excess of the Lead's insurance and shall not contribute with it.

Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to Laramie County.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the CONTRACTOR must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to Laramie County for review.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to Laramie County.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

Verification of Coverage

Contractor shall furnish Laramie County with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received by Laramie County within 2 weeks of work commencing. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Laramie County reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors, contractors, or consultants maintain same insurance meeting all requirements stated herein. Contractor shall ensure that Laramie County is an additional insured on insurance required from subcontractors, contractors, or consultants. For CGL coverage subcontractors, contractors, or consultants shall provide coverage with a form at least as broad as CG 20 38 04 13.

Special Risks or Circumstances

Laramie County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.