

**CONSTRUCTION SERVICES CONTRACT
BETWEEN
LARAMIE COUNTY, WYOMING & RECCO, INC. dba FIVE-R CO.**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Recco, Inc. dba Five-R Co., P.O. Box 20368, Cheyenne, Wyoming 82003 ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to provide for the construction of a new storage building in the Archer Complex for the storage of supplies and equipment belonging to Cheyenne/Laramie County Emergency Management Agency & Cheyenne/Laramie County Public Health.

II. TERM

This Agreement shall commence on the date of the last signature affixed hereto and remain in full force and effect until substantial completion and the end of the One (1) Year Warranty period or terminated as provided herein. The time-period for Construction Services shall not be more than twelve (12) months according to the "Request for Proposal" (RFP) attached hereto as Exhibit A or such time as extended for additional construction services as mutually agreed upon.

III. PAYMENT

A. Payment for work performed shall be made in accordance with the "Request for Proposal" (RFP) attached hereto as Exhibit A, and fully incorporated herein. Absent any mutual agreement or change order executed between the parties, the cost for the work shall not exceed three million two hundred sixty-two thousand dollars (\$3,262,000.00).

B. CONTRACTOR shall bill COUNTY at the end of each month for services performed throughout the month by a properly executed and detailed pay application according to the construction specifications. 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).

C. Five percent (5%) retainage shall be withheld from all CONTRACTOR pay applications according to Wyo. Stat. § 16-6-702.

IV. INSURANCE AND BONDS

A. Performance Bond and Payment Bond Required: Before commencing work under this Agreement, Contractor is required to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder in an amount equal to the full contract price.

B. The County will require the Contractor to obtain insurance, and provide certificates and policies, to the County's satisfaction per Exhibit C included herein.

V. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall construct a new storage building in the Archer Complex for the storage of supplies and equipment belonging to Cheyenne/Laramie County Emergency Management Agency & Cheyenne/Laramie County Public Health in accord with all plans and specifications dated October 31, 2022, as included in the RFP, and requirements in Exhibit A and as reflected in CONTRACTOR's assertions in its "Bid Form" also attached hereto as Exhibit B and fully incorporated herein.

B. Pursuant to RFP Section entitled "Invitation to Bid" CONTRACTOR is agreeing to comply with all applicable federal and state statutes and regulations as well as local ordinances. CONTRACTOR recognizes and agrees that this includes, but is not limited to, its responsibility to acquire any permits from Laramie County required for its work pursuant to this agreement.

F. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, subject to the limitations stated herein:

1. A Change Order shall be based upon agreement among the COUNTY and CONTRACTOR an order for a minor change in the Work may be issued by the County's Project Representative. A minor change is defined as a change not substantially affecting the overall contract price.

2. Changes in the Work shall be performed under applicable provisions of the contract documents, and the CONTRACTOR shall proceed promptly, unless otherwise provided in the Change Order, for a minor change in the Work.

3. A Change Order is a written instrument prepared by the CONTRACTOR and, if approved, signed by the COUNTY, stating their agreement upon all of the following:

- a. The change in the work;
- b. The amount of the adjustment, if any, in the Contract Sum; and
- c. The extent of the adjustment, if any, in the Contract Time

4. A proposal for a change order may be submitted by the CONTRACTOR to the County's Project Representative. The Project Representative will pass on any change order which is not minor, to the representatives of the owner, the Laramie County Commissioners, with a recommendation for either approval or denial. In the event of a denial of the change order, CONTRACTOR shall continue with the work in accord with this Agreement absent the work proposed in the change order.

G. Pursuant to Wyo. Stat. § 16-6-116 CONTRACTOR shall be responsible for required notices prior to final payment. Wyo. Stat. § 16-6-116 states as follows:

- (a) When any public work is let by contract, the public entity under whose direction or supervision the work is being carried on and conducted shall:

(i) Issue a certificate of substantial completion after determination that the public work, or designated portion thereof the public entity agrees to accept separately, is substantially complete;

(ii) Upon issuance of a certificate of substantial completion, cause notice to be published in a newspaper of general circulation, published nearest the point at which the work is being carried on, once a week for two (2) consecutive weeks, and posted on the state procurement website or the public entity's official website. The notice shall set forth in substance that the public entity has accepted the work, or designated portion thereof, as substantially complete according to the contract and associated documents and that the general contractor is entitled to payment as provided in paragraph (iii) of this subsection upon the forty-first day (and the notice shall specify the exact date) after the notice was first published and posted. If the contract provides for multiple substantial completions, this paragraph shall apply to each substantial completion designated in the contract;

(iii) Upon the forty-first day after the notice required under paragraph (ii) of this subsection was first published and posted, the public entity under whose direction or supervision the work has been carried on shall pay to the general contractor any payment retained by the public entity under W.S. 16-6-702(b) together with any other amount due under the contract, less any amount withheld for the portion of the public work that is incomplete or not completed in accordance with the contract and associated documents;

(iv) Issue a certificate of final completion after determination that the contract is fully performed and all portions of the public work are acceptable under the contract and associated documents. Any amounts withheld under paragraph (iii) of this subsection for the portion of the public work that was determined incomplete or not in accordance with the contract and associated documents and due under the contract shall be paid to the general contractor. The public entity shall post the date of final completion for the public work on the state procurement website or the public entity's official website.

(b) This section does not relieve the general contractor and the sureties on his bond from any claims for work or labor done or materials or supplies furnished in the execution of the contract.

(c) The public entity shall provide written notice of the requirements of this section in the project specifications.

H. Contractor shall also comply with Wyoming Statute § 16-6-117 which provides as follows:

In all contracts entered into by any person with a public entity for a public work, no payments under W.S. 16-6-116(a) shall be made until the person files with the public entity with which the contract has been made, a sworn statement setting forth that all claims for material, supplies and labor performed under the contract have been and are paid for the entire period of time for which the payment is to be made. If any claim for material, supplies or labor is disputed the sworn statement shall so state, and the amount

claimed to be due the subcontractor or materialmen may be filed by the claimant as a claim against the general contractor's surety bond. Payment to the general contractor under W.S. 16-6-116(a) shall be paid without regard to any pending claims against the general contractor's surety bond unless the public entity has actual knowledge that the surety bond is deficient to settle known present claims, in which case an amount equal to the disputed claims may be withheld.

I. CONTRACTOR agrees to retain any 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.

VI. GENERAL PROVISIONS

A. 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.

B. 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.

C. 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 COUNTY upon notice to CONTRACTOR, (c), by CONTRACTOR, with thirty (30) days' prior written notice to the other party; or (d) upon mutual written agreement by both parties.

D. Entire Agreement: This Agreement (7 pages), Exhibit A (7 pages), Exhibit B (13 pages), Exhibit C (3 pages) represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

E. 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.

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

G. 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.

H. 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.

I. Contingencies: CONTRACTOR certifies and warrants 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.

J. 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.

K. 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.*, as amended and/or any properly promulgated rules and regulations relating thereto.

L. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, 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.

M. 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 insurance and bonding sufficient to cover its obligations as indicated herein and Exhibit 1 and provide COUNTY with proof of such

insurance.

N. 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.

O. 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.

P. 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.

Q. 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. Except as otherwise provided herein, this provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

R. 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.

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Signature Page

This Agreement is effective the date of the last signature affixed to this page.

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Laramie County Clerk

CONTRACTOR:

By:  _____ Date 1-9-2023
Authorized Representative

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 1-24-23
Laramie County Attorney's Office

Exhibit A Request for Proposal

INVITATION TO BID

Project Name: EMA/CLCPH ARCHER STORAGE FACILITY

Project Location: Archer, Wyoming

Architect's Project No.: Tobin & Associates, P.C. 21-02

Laramie County requests bids for Work on the EMA/CLCPH Archer Storage Facility, at Archer, Wyoming, for all divisions of the Work represented in the Construction Documents, including General Construction, Earthwork and Site Utilities, Concrete Foundations, Concrete Slabs, Masonry, Prefabricated Metal Building Package, Metal Building Erection, Gypsum Board Assemblies, Acoustical Ceilings, Door and Hardware Material, Building Windows, Overhead Doors and Coiling Doors, Folding Doors, Painting and Wall finishing, Tiling and Flooring, Specialties, Mechanical, and Electrical Work, Landscaping and Irrigation, Site Concrete and all miscellaneous aspects of Work to complete the construction of the Project.

The project construction square footage is approximately **19,507** square feet of new building.

Bids must be on a Lump Sum basis.

Bids received after the designated time specified in the documents will not be accepted. Bids will be taken under advisement by the Owner's Representative and considered for acceptance and award.

Bidding Documents will be made available on the Laramie County Planning and Projects website via the Owner's Representative.

Contractors shall comply with all fair labor practices and must meet the requirements of the Wyoming State Statutes.

All Bidders are subject to and must comply with applicable state and federal anti-discrimination laws.

Bidders shall have a valid current City of Cheyenne Contractor's License to do business in Cheyenne, Wyoming. Provide proof of such license upon request by the Owner.

Preference is hereby given to materials, supplies, equipment, and machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by the competitors outside of the State, all as more fully outlined in W.S. SS16-6-106 and 107.

A five percent (5%) preference will be given to resident Wyoming Contractors in accordance with the applicable State Statutes. Resident contractors shall be certified as such by the Wyoming Department of Employment at the time of the bid opening.

No bidder may withdraw his bid for at least thirty (30) days after the scheduled time for receipt of bids, except as noted in the Instructions to Bidders.

The Owner reserves the right to accept or reject any or all bids, to waive irregularities, to evaluate the bids submitted, and to accept the proposal which best serves the interest of the Owner.

END OF INVITATION

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 SUMMARY

- A. To be considered, Bids must be made in accordance with these Instructions.

1.2 DEFINITION

- A. Bidding Documents include the Invitation to Bid, Instructions to Bidders, Bid Form, other bidding and contract forms, and proposed Contract Documents including any Addenda issued prior to receipt of Bids.

1.3 BIDDING DOCUMENTS

- A. Questions and Interpretations: Submit questions about Bidding Documents to the Owner's Representative via email to: benhornok@tcsolutions365.com. Questions submitted from the Owner's Representative to the Architect or the Engineers will return replies as Addenda to the Bidding Documents. The Architect and the Owner will not be responsible for oral clarification.
- B. Substitutions: To obtain approval to use unspecified products, Bidders shall submit completed "Substitution Request Form" (no facsimiles will be accepted) at least seven (7) days before the Bid date. Requests received after this time will not be considered. Requests shall clearly describe the product for which approval is asked, including all data necessary to demonstrate acceptability and the requirements of Section 016000 "Product Requirements". If the product is acceptable, the Architect-Engineer will approve it in an Addendum issued to the Owner's Representative. After the Contract is awarded, substitutions will be considered only under circumstances set forth in Section 012500 "Substitutions Procedures" and submitted on Form "Substitution Request Form".
- C. Recommended Pre-Bidding Conferences: November 14, 2022 at 2:00 PM, 3962 Archer Parkway, Cheyenne, WY 82009.
 - 1. All general contract bidders and suppliers are invited.
 - 2. Representatives of Architect will be in attendance.
 - 3. Information relevant to the Bid Documents will be recorded in an Addendum, issued to Bid Document recipients.
- D. Discrepancies in Documents: If the bidder identifies a discrepancy in any of the contract documents while preparing his bid, he is required to bring it to the attention of the Owner's Representative and the Owner's Representative will bring it to the attention of the Architect for resolution within the time frame prior to the bid date. If the bidder fails to notify the Owner's Representative of this discrepancy, the contractor must include in his bid the costs of the most costly alternative involved in that discrepancy.

1.4 CONDITIONS OF WORK

INSTRUCTIONS TO BIDDERS

- A. Examination: Bidders shall carefully examine the Bidding Documents, Building Codes affecting and governing the construction of the project, and construction site to obtain first hand knowledge of existing conditions. Bidders will not be given additional compensation for conditions which can be determined by examining the site, Bidding Documents, or asking appropriate questions.
- B. Sales and Use Tax: The Contractor and all subcontractors shall make application to the State Department of Revenue for certificates of any exemption to permit the purchase of building materials for the construction of this Project without payment of sales tax. Prior to the start of construction, the Contractor shall furnish copies of such certificates to the Owner. Such applications and certificates must be on forms provided by the Department of Revenue. Any costs, taxes, or fines that are incurred as a result of a failure to comply with the requirements of this section shall be paid by the Contractor. The bidders shall include State of Wyoming Sales and Use Tax for materials which are used or consumed in performing the Work but which are not incorporated into the completed project.

1.5 BIDDING PROCEDURE

A. Preparation of Bids:

1. Bids shall be submitted to the Architect prior to the proposed time of the Bid Opening. It is the responsibility of the bidder to ensure bids are received prior to the time of the Bid Opening. Bids received after the time of the Bid Opening shall not be considered.
2. Each Bid shall include the legal name of the Bidder, and shall show whether the Bidder is a corporation, a partnership, or a sole proprietor, or any other legal entity. A Bid of a corporation shall give the State of incorporation, and shall have the seal affixed. A Bid of a partnership shall give the names of all the partners. A Bid of a sole proprietor doing business under a trade name shall give the name of the sole proprietor and the trade name under which the individual is doing business.
3. The Bid Form must be filled out completely. Missing information may be considered an incomplete bid and not considered.
4. Fill in all blank spaces for bid prices in ink or typewritten words and submit one (1) copy. The Bidder must include all unit cost items and all Alternates (if any) shown on the Bid Form. Total bid prices are to be written both by words and by figures in case of conflict the written word will apply.
5. **Bids shall be signed by the person or persons legally authorized to bind the Bidder to a contract.** A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.
6. Bids containing an escalator clause will be considered irregular and void.

1.6 SECURITY

- A. A Bid Bond is not required. The Owner reserves the right to reject any and all bids.
- B. A Payment and Performance Bond shall be required prior to issuance of the contract. A Performance Bond covering the faithful performance of the contract, and a Labor and Material Payment Bond covering the payment of all obligations arising under this project, equal to one hundred percent (100%) of the Contract Sum. Bonds shall be AIA Document A312 (2010 Edition) or equivalent.

INSTRUCTIONS TO BIDDERS

1.7 SUBCONTRACTOR LIST

- A. An accurate list of all major and minor subcontractors to be used in the construction of the project, shall be submitted by the Contractor.

1.8 EQUIPMENT LIST

- A. An accurate list of major items of equipment to be used in assembling the installation, including all items of equipment specified herein, shall be submitted by the successful bidder within 10 days after the award notification date, to Owner's Representative, confirming the bidders understanding of the extent of his responsibility, of the Work he is responsible for.

1.9 SUBMISSION OF BIDS

- A. The Process of submitting bids is the responsibility of the Contractor. The Owner's Representative will provide the procedure for the submission of Base Bid work, to each bidder.
- B. Bids shall be received until 2:00 PM on December 1, 2022.
- C. Bids shall be submitted in a sealed envelope with the project name and contractor clearly marked on the outside and shall contain the required Bid Forms completely filled out along with any other documentation required.
- D. Bids shall be delivered to the Architect's office prior to the bid opening.

1.10 LICENSING REQUIREMENT

- A. Bidders shall have a valid current City of Cheyenne Contractor's License to do business in Cheyenne, Wyoming. Provide proof of such license upon request by the Owner.

1.11 PREFERENCE TO WYOMING CONTRACTORS, LABORERS, MATERIALS, AND PRODUCTS

- A. Definitions:
 - 1. "Resident" means any person, partnership, limited partnership, registered limited partnership, registered limited liability company or corporation certified as a resident by the Wyoming Department of Employment prior to bidding upon the Contract or responding to a Request for Proposal.
 - a. "Resident" includes any person who is a citizen of the United States and has resided in the State of Wyoming for at least one year immediately preceding his application for employment.
 - 2. "Laborer" means a person employed to perform unskilled or skilled manual labor for wages in any capacity and does not include independent contractors.
 - 3. "Wages" means a payment of money for labor or services according to a contract or any hourly, daily, or piece-work basis.

INSTRUCTIONS TO BIDDERS

- B. **Preference Limitations for Residential Contractors:** The Contract will be let to the responsible certified resident making the lowest responsible bid if the certified resident's bid is not more than five percent higher than that of the lowest responsible non-resident bidder.
1. If a non-resident bidder submits the low bid, the bid amount will be multiplied by 1.05 percent for comparison to the bids submitted by resident bidders. The bidder with the lowest adjusted bid will be considered low bidder.
 2. All non-resident Contractors are required to register with the following:
 - a. Secretary of State, W.S. 17-1-701. Phone: (307) 777-7311.
 - b. Department of Employment, Employment Resources Division. Phone: (307) 235-3205.
 - c. Department of Revenue and Taxation, W.S. 39-6-601. Phone: (307) 777-7961.
 - d. Department of Employment, Labor Standards Division. Phone: (307) 777-7441.
 - e. Department of Labor and Statistics, W.S. 27-1-106. Phone: (307) 777-7261.
 - f. Department of Employment, Workers' Compensation Division. Phone: (307) 777-7374.
- C. **Limitation on Subcontracting by Resident Contractors:** A successful resident bidder shall not subcontract more than 30 percent of the work covered by his contract to nonresident contractors per Wyoming State Statute.
- D. **Preference for Wyoming Labor:** Resident Wyoming laborers, workmen, and mechanics shall be used upon all work enumerated in Wyoming whenever possible and any contract let shall so provide per Wyoming State Statute.
1. Wyoming labor shall be used except other laborers may be used when Wyoming laborers are not available for the employment from within the State or are not qualified to perform the Work involved. A person required to employ Wyoming laborers may employ other than Wyoming laborers if that person informs the nearest state employment office of his employment need and the state employment office certifies that the persons needed for laborers cannot be filled from those listed as of the date the information is filed.
- E. **Preference Wyoming Materials:** Wyoming materials and products of equal quality and desirability shall have preference over materials or products produced outside the state and any contract let shall so provide. Preference is hereby given to material, supplies, agricultural products, equipment, machinery, and provisions produced, manufactured, or grown in Wyoming, or supplied by a resident of the State, quality being equal to articles offered by the competitors outside of the State per Wyoming State Statute.
- F. **Implementation of Bid Preference:** No resident contractor's bid will be rejected solely because the bidder indicates an intention to sub-contract more than 30 percent of the work to non-resident contractors.
1. If the lowest responsible bid received is that of a resident bidder, the low bidder will be awarded the contract, unless the low bidder has indicated an intention to subcontract more than 30 percent of the work to non-resident contractors.
 2. If a non-resident bidder submits the low responsible bid and a responsible bid is received from a resident bidder who does not contract more than 30 percent of the work to non-resident contractors, the non-resident's bid will be adjusted by multiplying the amount by

INSTRUCTIONS TO BIDDERS

105 percent to obtain the adjusted bid. The non-resident's adjusted bid will then be compared to the lowest responsible bid submitted by a resident bidder who does not contract more than 30 percent of the work to non-resident contractors. The bidder with the lowest adjusted bid will be considered the low bidder. No preference consideration will be given to bids received from resident bidders who contracts more than 30 percent of the work to non-resident contractors.

3. The contract will be awarded to lower of the adjusted non-resident bid and the low bid received from a resident bidder who does not contract more than 30 percent of work to non-resident contractors.
4. If a non-resident bidder submits the low responsible bid and all responsible resident bidders indicate an intention to sub-contract more than 30 percent of the work to non-resident contractors, the contract will be awarded to the low bidder without making any adjustment to the non-resident bid.
5. If either labor or a combination of labor and materials is purchased from a non-resident subcontractor, the total amount of all subcontracts for labor and/or labor and materials will be considered in determining whether the 30 percent limit has been reached. Subcontracts for material alone will not be considered in determining whether the 30 percent limit on subcontracts with non-resident contractors has been reached.

1.12 REJECTION OF BIDS, INFORMALITIES AND IRREGULARITIES

- A. The Owner shall have the right to reject any or all Bids and to reject Bids not accompanied by the Bidding Documents or in any way incomplete or irregular. The Owner shall have the right to waive any informality or irregularity in any Bid received.

1.13 ACCEPTANCE OF BID

- A. The Owner shall have the right to determine the lowest responsible Bidder on the basis of the sum of the Bid and reserves the right to accept or reject any bid, in the best interest of the Owner.

1.14 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- A. Performance Bond and Payment Bond covering the faithful performance of the Contract and the payment of all obligations arising thereunder, in the amount of one hundred percent (100%) of the Contract Sum, shall be submitted to the Owner within ten (10) days after notification of award of the Contract. Such bonds shall be issued by a surety company acceptable to the Owner, properly licensed in the State of Wyoming, meet or exceed bonding and finance ratings of A- and XI respectively, and shall be on AIA Document A312 (2010).

1.15 CONTRACTOR SAFETY REQUIREMENTS

- A. The Contractor is required to have and enforce an OSHA-compliant worksite safety plan including subcontractor operations. All construction personnel are required to show, at a minimum, successful completion of OSHA 10-hour safety certification before entering worksite.

INSTRUCTIONS TO BIDDERS

1.16 FORM OF AGREEMENT FOR THE WORK

- A. Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, AIA Document A101 as modified by the Owner.

1.17 LIQUIDATED DAMAGE

- A. In the event the Contractor shall fail to complete the work within the time stated in the Contract, it is agreed that the County shall be damaged. The County and the Contractor agree to liquidated damages as follows:
1. No Liquidated Damages will be assessed provided the contractor makes a good faith effort to complete the project within the stipulated timeframe.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PROPOSED SCHEDULE:

Recommended Pre-Bid Conference	November 14, 2022, 2:00 PM On-Site
Questions Due	November 17, 2022
Last Addendum Issued	November 22, 2022
Bid Opening	December 1, 2022, 2:00 PM
Intent to Award	December 8, 2022
Contract Signed/Notice to Proceed	January 3, 2023
Final Completion	January 3, 2024

END OF SECTION

**Exhibit B
Bid Form**

COMPANY NAME: Recco, Inc. dba Five-R Co.

BID FORM

DO NOT MODIFY BID FORM - Any modification or alteration to this form from its original format will result in rejection of the bid.

BID FORM TO BE COMPLETED IN ITS ENTIRETY, INCLUDE COMPANY NAME ON EACH PAGE WHERE INDICATED, AND SIGNED IN INK. SUBMIT BID FORM IN ITS ENTIRETY.

PROJECT:

EMA/CLCPH Archer Storage Facility

BID TIME & DATE:

2:00 PM, December 1, 2022

BID OPENING LOCATION AND BID PACKAGES SUBMITTED TO:

**Tobin and Associates Architects
2232 Dell Range Blvd. Suite 303
Cheyenne, WY 82009**

BIDDER:

Recco, Inc. dba Five-R Co.
Legal Name of Firm

P.O. Box 20368
Address

<u>Cheyenne</u>	<u>WY</u>	<u>82003</u>
City	State	ZIP

PERFORMANCE BOND AND PAYMENT BOND (Required)

It is agreed by the undersigned, if awarded the contract, to execute and deliver to the owner, prior to issuance of the contract, a Performance Bond covering the faithful performance of the contract, and a Labor and Material Payment Bond covering the payment of all obligation arising under this project, each equal to one hundred percent (100%) of the Contract Sum. **Bonds shall be AIA Document A312 (2010 Edition)** or on a document that conforms with AIA A312 and so states in the printed body of the form.

CONTRACTS WILL NOT BE ISSUED OR NOTICE TO PROCEED GIVEN UNTIL THIS DOCUMENT IS IN THE POSSESSION OF LARAMIE COUNTY.

COMPANY NAME: Recco, Inc. dba Five-R Co.

PROJECT MANAGER: Bidders must submit on a separate sheet the following:

- Resume with qualifications as project manager of projects in similar scope on which they performed as lead project manager. Include current job assignments and educational degrees, diplomas, trade schools, apprentice and other training programs, and continuing education courses, programs or seminars.
- References.

REFERENCES AND EXPERIENCE:

Bidders must submit the following:

List references and projects similar to the type and size of this bid. Projects must have been completed within the past five (5) years. References may be in any format.

Companies that may not have five years' experience as a firm or have fewer than five completed projects may provide references reflecting experience of key personnel when that experience was within the past five years and meets the above requirements.

CURRENT WORK AFFIDAVIT:

List major projects your organization has in progress. Complete and submit a "Work In Progress Table" and include Work in Progress and Under Contract. Include additional pages as necessary.

Work In Progress Table

Date Awarded	Owner	Project Name	Contract Value	Description of Project
10/14/22	Children's Museum of Cheyenne	Cheyenne Children's Museum	\$ 3,067,350.00	New construction
8/15/22	WY Military Dept	CST Hangars 2 & 13	\$ 1,250,000.00	Design/replace hangar metal facades
4/8/22	Laramie Co. School District No. 1	Coyote Ridge Elementary School	\$25,988,400.00	New construction

COMPANY NAME: Recco, Inc. dba Five-R Co.

CONTRACT TIMEFRAME/SCHEDULE:

It is agreed by the undersigned, if awarded the contract the successful Bidder will have the project fully completed 12 months from the date of the execution of the contract.

All bid submissions shall include a major milestone project schedule showing procurement and installation of all construction deliverables within the 12 month project duration.

Bids that do not include a milestone project schedule may be considered incomplete and rejected.

CONDITIONS APPLICABLE TO SUBSTANTIAL COMPLETION

Substantial Completion is the stage in the progress of the Work when the Project Architect and Owner has determined that the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents, including substantial completion of all punch list items to be performed by the Contractor and Subcontractors so Owner can occupy the Work for the purpose of performing its preparatory tasks to make the Work suitable for its intended use.

If the Contractor has not completed all Punch List items within 30 days from when the list was generated or as agreed to by the Owner, the Owner may address the Punch List items with other forces and back-charge the Contractor for those forces in addition to days of non-compliance.

ADDITIONAL BIDDING REQUIREMENTS:

The undersigned also agrees that he will not withdraw his bid for a period of forty-five (45) days from the date of bid opening.

In submitting this bid, be it understood, the owner reserves the right to waive irregularities and informalities, to reject any or all bids without further obligation, and to accept any bid deemed desirable.

The undersigned also agrees to furnish within ten (10) calendar days of the Notice of Intent to Award Contract.

- a. Performance Bond
- b. Payment Bond
- c. Certificate of Insurance listing Laramie County as additionally insured
- d. Detailed Construction schedule
- e. Schedule of Values

The undersigned agrees to maintain Wyoming Workman's Compensation and Wyoming Unemployment Insurance in good standing throughout the duration of the project until final payment by the owner. The contractor shall submit copies of the certificates within ten days upon the owner's request.

All bidders must be able to meet the insurance requirements found in Exhibit C, Laramie County Insurance Requirements.

COMPANY NAME: Recco, Inc. dba Five-R Co.

By submission of this proposal the bidder certifies:

A. NON-COLLUSION AFFIDAVIT OF PRIME BIDDERS

1. He is the bidder that has submitted this bid, and that he has the authority to sign on its behalf.
2. He is fully informed respecting the preparation and contents of the attached bid of all pertinent circumstances respecting such bid.
3. Such bid is genuine and is not a collusive or sham bid.
4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract of which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other bidder, firm or person to fix the price or prices in the attach bid or of any other bidder; to fix any overhead, profit, or cost element of the bid price or the bid price of any other bidder; or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the owner or any person interested in the proposed contract.

B. CERTIFICATE OF NON-DISCRIMINATION

The bidder hereby certifies that all persons employed by their firm, their affiliates, subsidiaries, or holding companies are treated equally by their firm without regard to or because of race, religion, ancestry, national origin or sex as required by federal and state anti-discrimination laws. The bidder further certifies and agrees that it will deal with subcontractors, bidders or vendors without regard to or because of race, religion, ancestry, national origin or sex. Violation of this certification may constitute a material breach of contract upon which the owner may determine to cancel, terminate, or suspend the contract.

COMPANY NAME: Recco, Inc. dba Five-R Co.

ADDENDA: The following addenda to the Contract Documents are acknowledged:

Addendum No. 1 Dated 11/22/22

Addendum No. _____ Dated _____

BID SUMMARY

A. BASE BID

TOTAL BASE BID: _____

Three million, two hundred sixty-two thousand and 00/100 Dollars - - - - (\$ 3,262,000.00)
Written

B. ADD ALTERNATE BIDS (If Any)

The stated Lump Sum Alternate Bids include all work and material required to complete the stated portion of work.

1. ALTERNATE NUMBER ONE (description)
N/A

(ADD): _____

Written (\$ _____)

2. ALTERNATE NUMBER TWO (description)
N/A

(ADD): _____

Written (\$ _____)

QUANTITIES AND BIDS

The contractor is responsible for contract quantities and bids for a completed project as indicated on the drawings and specifications regardless of the accuracy of the estimated quantities given on the Construction Documents. The bidder is cautioned to ensure that all costs are covered in his bid as no additions shall be made to the contract due to errors in the estimated quantities.

COMPANY NAME: Recco, Inc. dba Five-R Co.

BIDDING AS A:

Are you submitting this bid as a Wyoming Resident Contractor

☐ No

☒ Yes

Contractor Residency Certification Number is 0460, and my bid complies with Wyoming Statute 16-6-103. The project will be awarded based on the Contractor's statement of meeting the requirements of Wyoming Statute 16-6-103. Subsequent information verifying the statute requirements have been met will be required up to and including possible audits. The audit is to confirm that the contractor has not subcontracted more than a total of 30% of the work covered by his contract to non-resident proposed subcontractors. Certificate of Residency must be current and on file with the State of Wyoming Department of Employment, Labor Standards Division (307) 777-7261. Please do not check this box if you have subcontracted 30% or more to out of state firms.

COMPANY NAME: Recco, Inc. dba Five-R Co.

The undersigned, pursuant to the Invitation to Bid, and all other bidding requirements, being familiar with existing conditions, the site and other local conditions affecting the cost and performance of the work, hereby proposes and agrees to perform all work including labor, materials, services, etc. in strict accordance with the Contract Documents.

SIGNATURE

Signature of Bidder: 

Typed Name and Title: Ray Fertig, Jr., President

Name of Company: Recco, Inc. dba Five-R Co.

Company Organization: Corporation
(Individual, Partnership, Corporation)

Incorporated in the State of Wyoming

How many years has the organization been in business as a contractor? 42 years

Names of other partners or officers: Ray Fertig, Ronald Fertig, Robert Fertig, Randall Fertig

Company Address: P.O. Box 20368

Cheyenne, WY 82003
(City / State / ZIP Code)

Company Telephone Number: (307) 638-7566

Company / Contact E-mail Address: recco@fivercompany.com

COMPANY NAME: Recco, Inc. dba Five-R Co.

ATTACHMENTS REQUIRED AT BID OPENING

1. Completed Bid Forms (8 pages)
2. Company References
3. Project Milestone Schedule
4. Project Personnel Resume
5. Resident Certification
6. List of Proposed Subcontractors Including Base Bid and Residency Amount

END OF BID FORM

EMA/CLCPH Archer Storage Facility

Recco, Inc. dba Five-R Co.
Bid Milestone Schedule 12.01.2022

ID	Task Name	Duration	Start	Finish																		
					4, 2022	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
1	Preconstruction Phase	22 days	Thu 12/1/22	Tue 1/3/23																		
2	Bids Due	0 days	Thu 12/1/22	Thu 12/1/22	12/1																	
3	Intent to Award	0 days	Thu 12/8/22	Thu 12/8/22	12/8																	
4	Notice to Proceed	0 days	Tue 1/3/23	Tue 1/3/23	1/3																	
5	Construction Phase	255 days	Wed 1/4/23	Wed 1/3/24																		
6	Site Grading & Utilities	85 days	Wed 1/4/23	Tue 5/2/23																		
7	Site Hardscapes	40 days	Wed 5/3/23	Wed 6/28/23																		
8	Foundations & Underslab MEP	45 days	Wed 3/22/23	Tue 5/23/23																		
9	Generator Subbmital	5 days	Tue 1/17/23	Mon 1/23/23																		
10	Generator Lead Time	226 days	Tue 1/24/23	Mon 12/11/23																		
11	Metal Building Submittal	5 days	Tue 1/10/23	Mon 1/16/23																		
12	Metal Building Lead Time	100 days	Tue 1/17/23	Tue 6/6/23																		
13	Metal Building Erection	60 days	Wed 6/7/23	Wed 8/30/23																		
14	Slab-on-Grade	10 days	Fri 8/4/23	Thu 8/17/23																		
15	Framing, Doors & MEP Rough	50 days	Thu 8/24/23	Wed 11/1/23																		
16	Interior Insulation, Wall Finishes, & MEP Trim	52 days	Fri 9/29/23	Tue 12/12/23																		
17	Install Generator	5 days	Tue 12/12/23	Mon 12/18/23																		
18	Flooring, Door Hardware, T&B Accessories	27 days	Wed 11/22/23	Wed 1/3/24																		
19	Cleaning, Test & Balance, Owner's Training	10 days	Tue 12/19/23	Wed 1/3/24																		
20	Final Completion	0 days	Wed 1/3/24	Wed 1/3/24	1/3																	

LIST OF PROPOSED SUBCONTRACTORS

Completely fill in the information requested below. Fill in information for each division of work listed, even if you as the General Contractor are completing the work with your own forces. Any portion of the form not filled in will be considered incomplete and an irregularity and may affect the award of the bid.

PROJECT: EMA/CLCPH Archer Storage Facility

GENERAL CONTRACTOR: Recco, Inc. dba Five-R Co.

Do not combine categories of work, list separately, use additional pages as necessary.

DESCRIPTION OF WORK	PROPOSED SUBCONTRACTOR	BID AMOUNT	RESIDENT
Building Concrete	Recco, Inc. dba Five-R Co.	\$350,000.00	Yes
Masonry Veneer	HFJ Masonry	\$34,868.00	Yes
Metal Fabrications & Stairs Erection	Recco, Inc. dba Five-R Co.	\$60,000.00	Yes
Insulation	Recco, Inc. dba Five-R Co.	\$20,000.00	Yes
Interior Framing & Finishes	Recco, Inc. dba Five-R Co.	\$285,000.00	Yes
Sectional OH Doors	Skold Specialty	\$207,500.00	No
Metal Building (Complete)	DDV, Inc.	\$636,792.00	Yes

DESCRIPTION OF WORK	PROPOSED SUBCONTRACTOR	BID AMOUNT	RESIDENT
Fire Sprinkler	Rapid Fire Protection	\$86,350.00	Yes
Plumbing	All Around Plumbing	\$151,000.00	Yes
HVAC	Climate Control	\$162,970.00	Yes
Electrical, Communications, & Fire Alarm	CTW Electric	\$414,000.00	Yes
Earthwork & Grading	JSG Solutions	\$104,382.00	Yes
Site Concrete	Recco, Inc. dba Five-R Co.	\$280,000.00	Yes
Asphalt Paving	STC Construction	\$104,000.00	Yes
Site Utilities	JSG Solutions	\$47,634.00	Yes
TOTAL AMOUNT (BASE BID + ALTERNATES)		\$3,262,000.00	
TOTAL NON – RESIDENT AMOUNT (Percentage 30% Max)		\$207,500.00 (6.36%)	

By signing this document the contractor will comply with all Wyoming Statute requirements.

Signature: _____



Date: _____

12-1-22

LIST OF PROPOSED SUBCONTRACTORS

Recco, Inc. dba
Five-R Company

P.O. Box 20368

Cheyenne, WY 82003

Ph. (307) 638-7566

Fax (307) 632-1960

December 1, 2022

Laramie County
310 W. 19th Street
Cheyenne, WY 82001
Re: EMA/CLCPH Archer Storage Facility – Bid Clarifications

To Whom it May Concern:

Recco, Inc. dba Five-R Co. is providing the below-listed clarifications accompanying our bid proposal for the EMA/CLCPH Archer Storage Facility, as instructed by Mr. Ben Hornok.

Several items have been brought to the Owner/Design Team's attention regarding bid document clarity. Unfortunately, these observations were made beyond the time allotted for addendum issuance. However, in good faith, Five-R Co. brought to the attention several items that may skew bids and ultimately result in a negative impact to the Owner. The following items have been included in our proposal, in accordance with the Instructions to Bidders (1.3.D) that may be significantly change the scope of bids among Prime Bidders:

- 1.) Plan & Profile Plans (C400, C500, & C501) for Site Utilities do not show multiple items that are typically included, as they are project specific regarding layout and configuration.
 - a. C400 Sanitary Sewer:
 - i. Existing Sewer Line Tie-in Size not specified. Our proposal assumes a 4" line.
 - b. C500 Water Service:
 - i. No Connection Type to Existing Main Called Out. (Cut-in Tee & Valve v. Wet Tap v. Dry Tap). Our proposal assumes a Saddle Tap.
 - ii. Tap Fees/Development Fees responsible party was not defined in Question #1 of Addendum #1. This item is **NOT** included in our proposal at this time.
 - iii. No valves, curb stops, or meter pit are shown. Cannot assume standard detail is sufficient; if it is not shown on Plan & Profile for that system, the configuration and layout cannot be inferred based on BOPU standard details. BOPU detail calls out for a Fire Hydrant & Meter Pit, plumbing plans show in interior meter set. BOPU requires meters 1.5" and larger to be installed in meter pits. All items not shown on Plan & Profile sheet, but shown on the BOPU Standard Detail **ARE** included in our proposal at this time.
 - c. C501 Fire Service
 - i. Same as Above "Water Service" Comments, less the development fee, meter pit, and curb stop as Fire Services are exempt from this fee and metering. Tap Type, Valves & Fire Hydrant are not shown. These items, excluding the Fire Hydrant, **ARE** included in our proposal at this time.

2.) Building Signage

- a. Building Room Signage, including signage required by code (FACP, Fire Riser, Electrical, Etc.), and Building Address Signage is not called out. These items are **NOT** included in our proposal at this time.

3.) Roofing system spec conflicts. Parts of specs call out what appears to be a screw-down roof, while other parts call out a standing seam roof. Materials and system required cannot be determined based on this specification. Due to this uncertainty, we have bid a standing seam roof (as it is unlikely to get a 5-yr weather-tight warranty without it). Standing Seam Roofing with warranty **IS** included in our proposal.

4.) Plans and Specifications do not call out or show any overexcavation for foundation or slab excavation. Geotechnical Report recommends overexcavation based on IME's investigation, however, bids are not based on Geotech recommendations that are not incorporated into the project plans, details and specifications. However, overexcavation **IS** included in our proposal at this time.

5.) Corner Guard Length is not specified. Our proposal includes 4'-0" corner guards.

6.) Plans (P100) call out for Contractor to supply and install wall boom truck wash assembly, but no equipment layout is shown on the plans, no equipment is called out on the schedule, and no equipment information is provided in the specifications. This item is **NOT** included in our proposal at this time.

These are a few of the major items that we discovered upon our project document investigation before the bid. Should the need arise, please feel free to contact us (Ray or Royce) regarding any clarifications or issues.

Sincerely,



Royce Fertig
Recco, Inc. dba Five-R Co.
royce@fivercompany.com
Office: (307) 638-7566
Cell: (307) 630-6438

Ray Fertig
Recco, Inc. dba Five-R Co.
recco@fivercompany.com
Office: (307) 638-7566
Cell: (307) 631-2533

Exhibit C
Insurance Requirements for Professional Services Contracts

Consultant shall procure and maintain for the duration of the contract, *and for five 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 Consultant, its agents, representatives, employees or subcontractors.

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 and advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Service Office Form Number CA 0001 covering Code 1 (any auto), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. **Workers’ Compensation** insurance as required by the State of Wyoming.

5. **Professional Liability (Errors and Omissions)** Insurance appropriate to Consultant’s profession with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 policy aggregate.

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by Entity.

Other Insurance Provisions

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

Additional Insured Status The Entity, its officers, officials, employees are to be covered as additional insured's on the CGL policy with respect to liability arising out of 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 Contract's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used.)

Primary Coverage

For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officer, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

3. Each insurance policy required by this clause shall provide that coverage shall not be cancelled, except with notice to the Entity.

Claims Made Policies

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

1. The retroactive date must be shown, and must be before the date 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 the contract work.

3. If coverage is cancelled 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.

Acceptability of Insurers

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

Waiver of Subrogation

Consultant hereby agrees to waive rights of subrogation which any insurer of Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be**

endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Consultant shall furnish the Entity 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 and approved the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Special Risks or Circumstances

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