

**PART V  
AGREEMENT**

THIS AGREEMENT is dated this 28 day of May, 2024, by and between Laramie County (hereinafter called Owner) and JTL Group Inc. dba Knife River, (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK**

The project for which the Work under the Contract Documents is generally described is as follows:

**Archer Parkway Road & Site Improvements Project**

**Article 2. ENGINEER**

**HDR Engineering, Inc.**  
7350 Stockman Street, Ste. A  
Cheyenne, Wyoming 82009  
307-757-9004

hereinafter called Engineer, will assume all duties and responsibilities and will have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**Article 3. CONTRACT TIME**

- 3.1 The Work will be substantially completed and ready for final payment in accordance with the General Conditions by October 15, 2024. Once work has started Contractor has 60 working days to substantially complete the work and re-open the roadway to traffic. The Contractor shall also be required to cease all operations and have a clean and fully functional project area for Laramie County events between the dates of July 31st and August 10th. Specific allowances may be provided by Laramie County in writing for work during this period, but is not guaranteed.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as Liquidated Damages for delay (but not as a penalty) Contractor shall pay Owner an amount based on the original contract amount as specified in the Supplemental Conditions, Section 3, for each calendar day that expires after the time specified in paragraph 3.1 for substantial completion until the Work is Substantially complete.

**Article 4. CONTRACT PRICE**

Owner shall pay Contractor for performance of the Work in accordance with the Contract Documents, the prices Bid for the unit or lump sum items as set forth in the conformed copy of the Proposal Schedule hereto attached, which prices shall conform to those in the accepted Contractor's Proposal on file in the office of the Owner. Monthly and final payment shall be made as provided in the General Conditions.

Whenever any portion of the Work is to be performed for Contractor by a Subcontractor, Contractor shall have identified in writing, and given to Owner prior to the Notice of Award, those portions of the Work that Contractor proposes to subcontract. After the Notice of Award, Contractor may only subcontract portions of the Work with Owner's written consent.

#### Article 5. CHANGES IN THE WORK

The amount of any increases or decreases in the Contractor's Fee which results from a Change Order shall be set forth in the applicable Change Order. No increases or decreases in the Contractor's Fee will be allowed without an approved Change Order.

#### Article 6. PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with the General Conditions. The Applications for Payment will indicate the amount of the Contractor's Fee then payable. Applications for Payment will be processed by Engineer as provided in the General Conditions.

- 6.1 Progress Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications of Payment as recommended by Engineer. All such payments shall be subject to the limitations of the Proposal Schedule.

All such payments will be on the basis of the progress of the Work measured by the Schedule of values provided for in the General Conditions.

Payments prior to Final Payment shall be in an amount equal to 90% of such fee earned to the date of the approved Application for Payment (less in each case payments previously made on account of such fee) based on the progress of the Work measured by the schedule of values provided for in the General Conditions.

- 6.2 Final Payment. Upon final completion and acceptance of the Work in accordance with the General Conditions, the Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph.

#### Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, the Contractor makes the following representations:

- 7.1 Contractor has become familiar with the nature and extent of the Contract Documents, work locality, and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the Work.

- 7.2 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### Article 8. ACCOUNTING RECORDS

Contractor shall check all materials, equipment, and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and the accounting methods shall be satisfactory to Owner. Contractor shall preserve all such documents for a period of three (3) years after the final payment by Owner.

#### Article 9. CONTRACT DOCUMENTS

The Contract Documents which comprise the Agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 9.1 This Agreement (pages V-1 through V-17, inclusive).
- 9.2 Performance and other Bonds.
- 9.3 Notice of Award.
- 9.4 Wyoming Public Works Standard Specifications - 2015 Edition, with amendments.
- 9.5 General Conditions (pages VI-1 through VI-33, inclusive).
- 9.6 Supplementary Conditions (pages VII-1 through VII-4 inclusive).
- 9.7 Special Provisions included with this project manual.
- 9.8 Drawings consist of sheets: 1-77 with each sheet bearing the following general title:  
**Archer Parkway Road & Site Improvements**
- 9.9 Any addenda to the Notice to Bidders.
- 9.10 Any modifications, including change orders, duly delivered after execution of this Agreement.

There are no Contract Documents other than those listed above in this Article 9. The Contract Documents may be altered, amended, or repealed only by a Modification (as defined in the General Conditions).

#### Article 10. MISCELLANEOUS

- 10.1 Terms used in this Agreement which are defined in the General Conditions shall have the meanings indicated in the General Conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become

due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by the law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 10.3 Owner and Contractor each bind themselves their partners, successors, assigns, and legal representatives to the other party hereto, and the partners, successors, assigns, and legal representatives of the other party, in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 10.4 Retention of Records: Contractor agrees to retain all required records for three (3) years after Owner makes final payment and all other matters relating to the Agreement are concluded. Contractor agrees to permit access by the Owner 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 Owner and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the Owner, will be turned over to the Owner.
- 10.5 Independent Contractor: The services to be performed by Contractor are those of an independent contractor and not as an employee of Owner. Contractor 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.
- 10.6 Acceptance Not Waiver: Owner 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. Owner 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.
- 10.7 Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the Owner 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.
- 10.8 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 Owner in executing this Agreement. This provision is not intended nor shall it be construed to waive Owner's governmental immunity as provided in this Agreement.

- 10.9 Contingencies: Contractor certifies and warrants no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.
- 10.10 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.
- 10.11 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.
- 10.12 Governmental/Sovereign Immunity: Owner 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, Owner 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.
- 10.13 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.
- 10.14 Conflict of Interest: Owner 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.
- 10.15 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, acts of God or 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.
- 10.16 Limitation on Payment: Owner'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 Owner at the end of the period for which funds are available. Owner 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 Owner knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to Owner in the event this provision is exercised, and Owner shall not be obligated or liable for any future payments due or for any damages as a result of termination under

this provision. This provision shall not be interpreted or construed to permit Owner to terminate this Agreement in order to acquire similar services from another party.

- 10.17 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.
- 10.18 Compliance with Law: Contractor shall comply with all applicable laws, regulations, and ordinances, whether Federal, State, or Local.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One copy each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed and identified by Owner, or by Engineer on Owner's behalf, and Contractor.

This Agreement is effective the date first written above on page V-1.

OWNER: Laramie County

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

Address for giving Notices:

13797 Prairie Center Circle  
Cheyenne, Wyoming 82009

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

CONTRACTOR: JTL Group Inc. dba Knife River

BY: *Candice Pasquini*

TITLE: Office Manager

(Corporate Seal)

ATTEST: *Pamela F. Stull*

TITLE: Contract Administrator

Address for giving Notices:

PO Box 20150

Cheyenne WY 82003

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That JTL Group, Inc. dba Knife River  
(Name of Contractor)

PO Box 20150, Cheyenne, WY 82003  
(Address of Contractor)

a Corporation, hereinafter called Principal, and

Liberty Mutual Insurance Company & Travelers Casualty and Surety Company of America  
(Name of Surety)

hereinafter called Surety, are held and firmly bound unto Laramie County, 310 West 19th Street, Cheyenne, Wyoming, 82001, hereinafter called Owner, in the penal sum of: Two Million Seven Hundred Sixty Three Thousand Nine Hundred Ninety & 00/100 Dollars (\$ 2,763,990.00 ), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the 28th day of May, 2024, a copy of which is hereto attached and made a part hereof, for the construction of the **Archer Parkway Road & Site Improvements Project**.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms and conditions, and agreements, of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one (1) year guaranty period, and if the principal shall satisfy all the claims and demands incurred under such contact, and shall fully indemnify and save harmless the Owner from all costs and damages which the Owner may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the Work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the Work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.



IN WITNESS WHEREOF, this instrument is executed in 3 copies, each one of which shall be deemed an original, this the 28th day of May, 2024.

Carol Vasquez  
(Witness)

JTL Group, Inc. dba Knife River  
(Principal)

By: Joseph D. Wiesen  
Joseph D. Wiesen  
Wyoming President/General Manager

PO Box 20150

Cheyenne, WY 82003  
(Address)

Liberty Mutual Insurance Company &  
Travelers Casualty and Surety Company of America  
(Surety)

Renee Bohy  
(Witness)

By: Haley Pflug  
Haley Pflug  
(Attorney-in-fact)

8400 Normandale Lake Blvd., Suite 1700  
Bloomington, MN 55437  
(Address)

Countersigned:

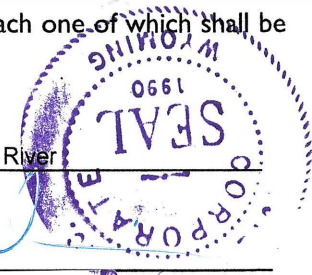
By: N/A  
(Wyoming Registered Agent)

N/A

(Address)

NOTE: Date of Bond must be same as date of Contract. If Contractor is a partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Wyoming.







This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8209635-190003

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohlig; Brian D. Carpenter; Craig Olmstead; Erik T. Gunkel; Haley Pflug; Heather R. Goedel; Jessica Hecker; Kelly Nicole Enghauser; Laurie Pflug; Michelle Halter; Michelle Ward; Nicole Langer

all of the city of Bloomington state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of March, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 20th day of March, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of May, 2024.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

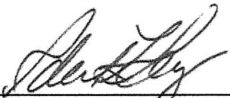
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Haley Pflug** of **BLOOMINGTON, Minnesota**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **28th** day of **May**, **2024**



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**





**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> MARSH USA LLC.		<b>NAMED INSURED</b> JTL Group, Inc. dba Knife River PO Box 20150 Cheyenne, WY 82003	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Blanket Waiver of Subrogation, where allowed by law and required by written contract, applies for General Liability, Automobile Liability, and Workers Compensation.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### **SCHEDULE**

<b>Name Of Person(s) Or Organization(s):</b>
Any person or organization where the named insured has agreed by written contract to include such person or organization as a designated insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: **AS2-641-446115-033**

Issued By: **Liberty Mutual Fire Insurance Co.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART

<b>Schedule</b>		
<b>Name of Other Person(s)/ Organization(s):</b>	<b>Email Address or mailing address:</b>	<b>Number Days Notice:</b>
<b>Per schedule of certificate holders on file with the company</b>	<b>Per schedule of certificate holder on file with the company</b>	<b>90</b>

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.



Policy Number: **AS2-641-446115-033**  
Issued by: **Liberty Mutual Fire Insurance Co.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED - NONCONTRIBUTING**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM  
TRUCKERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

**Schedule**

**Name of Person(s) or Organizations(s):**

**Any person or organization for which the Named Insured has agreed by written contract executed prior to loss to furnish this endorsement.**

**Regarding Designated Contract or Project:**

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**Schedule**

**Name Of Additional Insured Person(s)  
Or Organization(s):**

**Location(s) Of Covered Operations**

Any person or organization for whom you have agreed in a written contract or agreement, prior to an "occurrence" or offense, that such person or organization be added as an additional insured to your policy.

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**Schedule**

**Name Of Additional Insured Person(s)  
Or Organization(s):**

Any person or organization for whom you have agreed in a written contract or agreement, prior to an "occurrence" or offense, that such person or organization be added as an additional insured to your policy.

**Location And Description Of Completed Operations**

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Policy Number TB2-641-446115-023  
Issued by Liberty Mutual Fire Insurance Co.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY - UMBRELLA COVERAGE FORM

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule of this endorsement. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

**Schedule**

<b>Name of Other Person(s) / Organization(s):</b>	<b>Email Address or mailing address:</b>	<b>Number Days Notice:</b>
"Per Schedule On File With The Company"	"Per Schedule On File With The Company"	90

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**Schedule**

**Name Of Person(s) Or Organization(s):**

As required by written contract or agreement entered into prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**NOTICE OF CANCELLATION TO THIRD PARTIES**

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

**Schedule**

<b>Name of Other Person(s) / Organization(s):</b>	<b>Email Address or mailing address:</b>	<b>Number Days Notice:</b>
Schedule on file with the Company	Schedule on file with the Company	90

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No. WA2-64D-446115-013

Effective Date

Premium \$

Issued to Knife River Corporation

Endorsement No.



## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in Alaska

### Schedule

Where required by contract or written agreement prior to loss and allowed by law.

In the states of Alabama, Idaho, Mississippi, Montana, South Dakota, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the states of Florida, Iowa, Nebraska, Oregon, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

Hawaii: The premium charge is \$17,606 and determined as follows: The premium charge for this endorsement is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

Issued by Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No. WA2-64D-446115-013

Effective Date

Premium \$

Issued to Knife River Corporation

Endorsement No.

**NOTICE OF CANCELLATION TO THIRD PARTIES**

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

**Schedule**

<b>Name of Other Person(s) / Organization(s):</b>	<b>Email Address or mailing address:</b>	<b>Number Days Notice:</b>
Schedule on file with the Company	Schedule on file with the Company	90

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No WC2-641-446115-064 Effective Date

Premium \$

Issued to Knife River Corporation

Endorsement No.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

The waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36.

Where required by contract or written agreement prior to loss and allowed by law.

In the state of Minnesota, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

Issued by Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No. WC2-641-446115-064      Effective Date      Premium \$

Issued to Knife River Corporation      Endorsement No.



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
05/28/2024

**THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.**

<b>AGENCY</b> MARSH USA LLC 333 South 7th Street, Suite 1400 Minneapolis, MN 55402-2400  CN103060364--PR113-24-25		<b>PHONE (A/C. No. Ext):</b>	<b>COMPANY</b> Zurich American Insurance Co	
<b>FAX (A/C. No.):</b>	<b>E-MAIL ADDRESS:</b>			
<b>CODE:</b>	<b>SUB CODE:</b>			
<b>AGENCY CUSTOMER ID #:</b>			<b>LOAN NUMBER</b>	
<b>INSURED</b> JTL Group, Inc. dba Knife River PO Box 20150 Cheyenne, WY 82003			<b>POLICY NUMBER</b> CPP9980650-01	
			<b>EFFECTIVE DATE</b> 01/01/2024	<b>EXPIRATION DATE</b> 01/01/2025
			<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
<b>THIS REPLACES PRIOR EVIDENCE DATED:</b>				

**PROPERTY INFORMATION**

**LOCATION/DESCRIPTION**  
 Re: Archer Parkway Road & Site Improvements Project.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION	PERILS INSURED				AMOUNT OF INSURANCE	DEDUCTIBLE
	BASIC	BROAD	SPECIAL			
<b>COVERAGE / PERILS / FORMS</b>						
*All Risk* Blanket Real and Personal Property including Earthquake, Flood, and Boiler and Machinery				25,000,000	*25,000	
Contractor's Equipment Blanket Policy Limit (Any occurrence, all coverages combined)				25,000,000	*25,000	
Leased/Rented Contractor's Equipment Limit (\$2,500,000 per item, \$5,000,000 per occurrence)				5,000,000	*25,000	
Crane and Waterborne deductible 10% TIV Min. \$25,000						
Earth Movement in Zones 1 and 2 are subject to an annual aggregate limit				15,000,000	*25,000	
*Deductibles apply to all coverages.						
Other deductibles may apply as per policy terms and conditions.						

**REMARKS (Including Special Conditions)**

Laramie County, its officers, officials, employees, and volunteers is/are included as loss payee where required by written contract. Waiver of subrogation is applicable where required by written contract.

**CANCELLATION**  
**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**ADDITIONAL INTEREST** CHI-010685373-01

<b>NAME AND ADDRESS</b>  Laramie County 13797 Prairie Center Circle Cheyenne, WY 82009	<input type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input checked="" type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/> MORTGAGEE		
	<b>LOAN #</b>		
<b>AUTHORIZED REPRESENTATIVE</b>  <i>Marsh USA LLC</i>			



**Mark Gordon**  
Governor

# State of Wyoming Department of Workforce Services

Unemployment Tax  
P.O. Box 2760  
Casper, WY 82602 2760  
Phone 307-235-3217  
Fax 307-235-3278



**Elizabeth Gagen, J.D**  
Director

LARAMIE COUNTY  
MOLLY BENNETT  
13797 PRAIRIE CENTER CIRCLE  
CHEYENNE, WY 82009

## UNEMPLOYMENT INSURANCE CERTIFICATE OF GOOD STANDING

### CERTIFICATE

**NUMBER:** 185326  
**ONLY VALID AS ISSUED TO:** LARAMIE COUNTY  
**EFFECTIVE DATE:** 5/24/2024  
**EXPIRATION DATE:** 5/24/2025

**PROJECT:** Archer Parkway Road & Site Improvements Project

A review of the Division files indicates that J T L GROUP INC is in compliance with the Wyoming Unemployment Insurance requirements as of the effective date shown above.

This certificate holds you, the recipient, harmless for unpaid Unemployment Insurance debt owed by the certified company during the period set forth above. If you continue to use J T L GROUP INC after the expiration date of this certificate, you may be held liable for their unpaid Unemployment Insurance debt pursuant to Wyoming Statute 27-3-502(f).

J T L GROUP INC  
PO BOX 5568  
BISMARCK, ND 58506-5568



**Mark Gordon**  
Governor

## State of Wyoming Department of Workforce Services

5221 Yellowstone Rd  
Cheyenne, WY 82002  
307.777.6763 - Fax:307.777.5298  
<https://dws.wyo.gov>



**Elizabeth Gagen, J.D**  
Director

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Recipient:

Employer:

LARAMIE COUNTY  
Attn: MOLLY BENNETT  
13797 PRAIRIE CENTER CIRCLE  
CHEYENNE, WY 82009

J T L GROUP INC  
PO BOX 5568  
BISMARCK, ND  
58506-5568

### WORKERS' COMPENSATION CERTIFICATE OF GOOD STANDING

Mail Date: 5/24/2024

EXPIRATION DATE: 5/24/2025

Job Reference: Archer Parkway Road & Site Improvements Project

This is to certify that the above named employer is in compliance with the Wyoming Workers' Compensation Act. The account is in good standing as of the above date.

Wyoming Workers' Compensation monthly/quarterly payroll reports shall be submitted and payments made on or before the last day of the month following the month for which the earnings are computed and paid. Prime contractors may verify good standing of a sub-contractor's business by contacting the Division by telephone, after the initial certificate has been issued.

In private work, a contractor is liable for the payment of Workers' Compensation premiums for the employees of any subcontractor, if the subcontractor primarily liable has not paid the premiums as provided in the Act, pursuant to Wyoming Statute 27-14-206. Contractors should request a Certificate of Good Standing from the subcontractor before making final settlement of the contract.

If you have any further questions or concerns, please contact our office at 307-777-6763.

Sincerely,

Office Support Specialist  
Division of Workers' Compensation

# Change Order

## No. 1

Date of Issuance: Date of Contract Effective Date: Date of Contract

Project: Archer Parkway Road & Site Improvements	Owner: LARAMIE COUNTY PUBLIC WORKS	Owner's Contract No.:
Contract: Archer Parkway Road & Site Improvements		Date of Contract:
Contractor: JTL Group Inc., dba Knife River		Engineer's Project No.: 10366432

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description:  
 Contract negotiation updates. Compaction specifications revised to WYDOT Specifications. All standard proctor, 95% subgrade, 95% base, 92% asphalt on 50 Blow Marshall. All asphalt made with local alluvial aggregates and PG 64-22 binder. 2" conduit with tracer wire will be placed under the M Loop Rd in 5 locations at owners discretion, approximately 60' in each location with specified vault at each end. All striping CDOT spec waterborne paint with M247 glass beads applied at 15 mil thickness OR Owner performed. All MDC 8". Existing base gravel on Archer Parkway to remain in place. 8" MDC, widening and shaping as necessary. Proof roll and pave. Parking lots, Access A, Fld Way, and M Loop will be cut/filled to subgrade (-0.83') MDC and proof rolled prior to placement of base course. Areas found to be soft or yielding will be addressed with the "Excavation Below Subgrade" item. Stormwater storage system with ONE 24" inspection manhole. Concrete bollards City of Cheyenne spec.  
 Attachments (list documents supporting change):

Change Order No.1 Summary Worksheet, Knife River 'VE' Proposal Worksheet (For Reference)

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:  \$ <u>2,763,990.00</u>	Original Contract Times: <input checked="" type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): <u>60 days</u> Ready for final payment (days or date): <u>60 days</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>  </u> to No. <u>  </u> :  \$ <u>-0.00-</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>  </u> to No. <u>  </u> : Substantial completion (days): <u>-0-</u> Ready for final payment (days): <u>-0-</u>
Contract Price prior to this Change Order:  \$ <u>2,763,990.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>60 days</u> Ready for final payment (days or date): <u>60 days</u>
[Increase] [Decrease] of this Change Order:  \$ <u>304,797.00</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>-0-</u> Ready for final payment (days or date): <u>-0-</u>
Contract Price incorporating this Change Order:  \$ <u>2,459,193.00</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>60 days</u> Ready for final payment (days or date): <u>60 days</u>

RECOMMENDED:  
 By: [Signature]  
 Engineer (Authorized Signature)  
 Date: 06/05/2024

ACCEPTED:  
 By: \_\_\_\_\_  
 Owner (Authorized Signature)  
 Date: \_\_\_\_\_

ACCEPTED:  
 By: [Signature]  
 Contractor (Authorized Signature)  
 Date: 6/6/24

Concurrence by Funding Agency: \_\_\_\_\_ Date: \_\_\_\_\_



**LARAMIE COUNTY PUBLIC WORKS  
CHANGE ORDER NO.1 - QUANTITY ADJUSTMENTS WORKSHEET**

PROJECT NAME :	Archer Parkway Road & Site Improvements	CO - WD NO.	Change Order No.1
PROJECT NUMBER:	10366432		
ENGINEER:	HDR Engineering, Inc.	CONTRACTOR:	Knife River
NEW TOTALS			
BASE BID		\$	1,292,269.00
BID ALTERNATE NO. 1		\$	1,166,924.00
TOTAL PROJECT COST		\$	2,459,193.00





**LARAMIE COUNTY PUBLIC WORKS  
CHANGE ORDER NO.1 - QUANTITY ADJUSTMENTS WORKSHEET**

PROJECT NAME : Archer Parkway Road & Site Improvements      CO - WD NO.      Change Order No.1  
 PROJECT NUMBER: 10366432  
 ENGINEER: HDR Engineering, Inc.      CONTRACTOR:      Knife River

BID ITEM NUMBER	ITEM DESCRIPTION	Unit	BASE BID			Delete Quantity	Delete Amount	Add Quantity	Add Amount	New Extended Unit Price
			Bid Quantity	Unit Price	Quantity Used / To Be Used					
1000.0100*	FORCE ACCOUNT WORK	\$\$	10,000	\$ 1.00	10,000	0	\$ -	0	0	\$ 10,000.00
1041.0100*	CONTRACTOR SURVEYING	LS	1	\$ 12,000.00	1	0	\$ -	0	0	\$ 12,000.00
1041.0100*	CONTRACTOR STORM WATER CONTROL	LS	1	\$ 26,000.00	1	0	\$ -	0	0	\$ 26,000.00
1506.0100*	MOBILIZATION	LS	1	\$ 122,000.00	1	0	\$ -	0	0	\$ 122,000.00
1510.0100*	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LS	1	\$ 20,000.00	1	0	\$ -	0	0	\$ 20,000.00
1510.0200*	FLAGGING	HR	40	\$ 75.00	40	0	\$ -	0	0	\$ 3,000.00
2010.0100*	MOTOR GRADER	HR	25	\$ 200.00	25	0	\$ -	0	0	\$ 5,000.00
2050.02000	REMOVAL OF PIPE	EA	1	\$ 4,000.00	1	0	\$ -	0	0	\$ 4,000.00
2050.03000	REMOVAL OF SURFACING	SY	15,250	\$ 2.80	0	-15,250	\$ (42,700.00)	0	0	\$ -
2050.03000	REMOVAL OF EXISTING SURFACING (8" MDC)	SY	0	\$ 1.60	15,250	0	\$ -	15,250	15,250	\$ 24,400.00
2050.04000	REMOVAL OF CONCRETE	SY	220	\$ 33.00	0	-220	\$ (7,260.00)	0	0	\$ -
2050.04000	REMOVAL OF CONCRETE	SY	0	\$ 32.90	220	0	\$ -	220	220	\$ 7,238.00
2050.05000	CUTTING BIT PVMT	FT	52	\$ 10.00	0	-52	\$ (520.00)	0	0	\$ -
2050.05000	CUTTING BIT PVMT	FT	0	\$ 9.75	52	0	\$ -	52	52	\$ 507.00
2075.0100*	MILLING PLANT MIX	SY	990	\$ 7.50	990	0	\$ -	0	0	\$ 7,425.00
2110.01000	CLEARING AND GRUBBING	LS	1	\$ 7,220.00	0	-1	\$ (7,220.00)	0	0	\$ -
2110.01000	CLEARING AND GRUBBING	LS	0	\$ 7,600.00	1	0	\$ -	1	1	\$ 7,600.00
2190.01000	CRUSHED BASE	TON	5,500	\$ 30.70	5,500	0	\$ -	0	0	\$ 168,850.00
2210.01000	UNCLASSIFIED EXCAVATION	CY	3,000	\$ 20.60	3,000	0	\$ -	0	0	\$ 61,800.00
2210.02000	EXCAVATION BELOW SUBGRADE	CY	200	\$ 170.00	0	-200	\$ (34,000.00)	0	0	\$ -
2210.02000	EXCAVATION BELOW SUBGRADE	CY	0	\$ 168.00	200	0	\$ -	200	200	\$ 33,600.00
2210.03000	IMPORTED BORROW EXCAVATION	CY	2,500	\$ 56.60	650	-1,850	\$ (104,710.00)	0	0	\$ -
2280.01000	TOPSOIL STORING	CY	1,700	\$ 7.15	0	-1,700	\$ (12,155.00)	0	0	\$ -
2280.01000	TOPSOIL STORING	CY	0	\$ 8.00	1,900	0	\$ -	1,900	1,900	\$ 15,200.00
2280.02000	TOPSOIL PLACING	CY	1,700	\$ 19.30	0	-1,700	\$ (32,810.00)	0	0	\$ -
2280.02000	TOPSOIL PLACING	CY	0	\$ 21.50	1,900	0	\$ -	1,900	1,900	\$ 40,850.00
2290.0100*	WATER	MG	600	\$ 4.00	0	-600	\$ (2,400.00)	0	0	\$ -
2290.0100*	WATER	MG	0	\$ 3.85	600	0	\$ -	600	600	\$ 2,310.00
2512.01000	HOT PLANT MIX BITUMINOUS PAVEMENT (PG 64-28)	TON	3,200	\$ 150.75	0	-3,200	\$ (482,400.00)	0	0	\$ -
2512.01000	HOT PLANT MIX BITUMINOUS PAVEMENT (PG 64-22)	TON	0	\$ 140.00	3,200	0	\$ -	3,200	3,200	\$ 448,000.00
2512.02000	HOT PLANT MIX APPROACHES BITUMINOUS PAVEMENT	TON	120	\$ 332.00	0	-120	\$ (39,840.00)	0	0	\$ -
2512.02000	HOT PLANT MIX APPROACHES BITUMINOUS PAVEMENT (PG 64-22)	TON	0	\$ 315.00	120	0	\$ -	120	120	\$ 37,800.00
2551.01000	TACK COAT	TON	2	\$ 730.00	2	0	\$ -	0	0	\$ 1,460.00
2570.02000	ADJUSTMENTS, VALVE BOXES	EA	5	\$ 1,760.00	5	0	\$ -	0	0	\$ 8,800.00
2725.01180	RCP 18 in	FT	208	\$ 145.00	208	0	\$ -	0	0	\$ 30,160.00
2725.02180	RCP FE SECT 18 in	EA	10	\$ 2,200.00	10	0	\$ -	0	0	\$ 22,000.00
2776.01000	CONCRETE VALLEY GUTTER	SF	1,900	\$ 15.30	1,900	0	\$ -	0	0	\$ 29,070.00
2776.0200*	CONCRETE BOLLARD	EA	24	\$ 3,000.00	0	-24	\$ (72,000.00)	0	0	\$ -
2776.0200*	CONCRETE BOLLARD	EA	0	\$ 1,900.00	24	0	\$ -	24	24	\$ 45,600.00
2805.01000	REMOVAL OF SIGNS	EA	14	\$ 300.00	14	0	\$ -	0	0	\$ 4,200.00
2805.0100*	REGULATORY SIGNS	EA	10	\$ 185.00	10	0	\$ -	0	0	\$ 1,850.00
2805.0110*	SIGN POST SQ TUBULAR STL	EA	10	\$ 400.00	10	0	\$ -	0	0	\$ 4,000.00
2805.0200*	DELINEATORS, TYPE III	EA	43	\$ 100.00	43	0	\$ -	0	0	\$ 4,300.00
2900.01000	FERTILIZER TYPE I	LB	101	\$ 25.00	101	0	\$ -	0	0	\$ 2,525.00
2900.02000	SEEDING (PLS)	LB	38	\$ 63.00	38	0	\$ -	0	0	\$ 2,394.00
2900.03000	DRY MULCH	TON	4	\$ 1,260.00	4	0	\$ -	0	0	\$ 5,040.00
10000.0100*	PAVEMENT MARKINGS	LS	1	\$ 43,000.00	0	-1	\$ (43,000.00)	0	0	\$ -
10000.0100*	PAVEMENT MARKINGS (NON-EPOXY)	LS	0	\$ 36,500.00	1	0	\$ -	1	1	\$ 36,500.00

TOTAL = \$881,015.00      TOTAL = \$628,696.00      TOTAL = \$252,319.00

NET DIFFERENCE      \$252,319.00      \$881,015.00      NET DIFFERENCE =      -\$181,410.00



**LARAMIE COUNTY PUBLIC WORKS  
CHANGE ORDER NO.1 - QUANTITY ADJUSTMENTS WORKSHEET**

PROJECT NAME : Archer Parkway Road & Site Improvements      CO - WD NO. : Change Order No.1  
 PROJECT NUMBER: 10366432  
 ENGINEER: HDR Engineering, Inc.      CONTRACTOR: Knife River

BID ALTERNATE NO. 1														
BID ITEM NUMBER	ITEM DESCRIPTION	Unit	Bid Quantity	Unit Price	Quantity Used / To Be Used	Delete Quantity	Delete Amount	Add Amount	Add Quantity	Add Amount	New Extended Unit Price			
1000.0100*	FORCE ACCOUNT WORK	\$\$	10 000	\$ 1.00	10 000	0	\$ -	0	0	\$ -	10,000.00			
1041.0100*	CONTRACTOR SURVEYING	LS	1	\$ 9 000.00	1	0	\$ -	0	0	\$ -	9,000.00			
1041.0100*	CONTRACTOR STORM WATER CONTROL	LS	1	\$ 27 000.00	1	0	\$ -	0	0	\$ -	27,000.00			
1500.0100*	Mobilization	LS	1	\$ 50 000.00	1	0	\$ -	0	0	\$ -	50,000.00			
1510.0100*	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LS	1	\$ 18 000.00	1	0	\$ -	0	0	\$ -	18,000.00			
1910.0200*	FLAGGING	HR	40	\$ 75.60	0	-40	\$ 13 024.00	0	0	\$ -	-			
2010.0100*	MOTORGRADER	HR	20	\$ 190.00	20	0	\$ -	0	0	\$ -	3,800.00			
2010.0200*	EXCAVATOR	HR	20	\$ 220.00	20	0	\$ -	0	0	\$ -	4,400.00			
2050.01000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$ 7 600.00	1	0	\$ -	0	0	\$ -	7,600.00			
2050.02000	REMOVAL OF PIPE	EA	2	\$ 4 000.00	2	0	\$ -	0	0	\$ -	8,000.00			
2100.0100*	REMOVE AND RESET SURFACING	SY	6 600	\$ 3.65	0	-6600	\$ 24 090.00	0	0	\$ -	-			
2100.0100*	REMOVE AND RESET EXISTING SURFACING (8" MDC)	SY	0	\$ 2.10	6 600	0	\$ -	6600	6600	\$ 13 860.00	13,860.00			
2050.04000	REMOVE AND RESET FENCE	FT	300	\$ 14.70	300	0	\$ -	0	0	\$ -	4,410.00			
2110.01000	CLEARING AND GRUBBING	LS	1	\$ 7 600.00	1	0	\$ -	0	0	\$ -	7,600.00			
2110.02180	CLEARING TREES <18 in	EA	7	\$ 1 260.00	7	0	\$ -	0	0	\$ -	8,820.00			
2190.01000	CRUSHED BASE	TON	3 000	\$ 45.00	3 000	0	\$ -	0	0	\$ -	135,000.00			
2110.0100*	UNCLASSIFIED EXCAVATION	CY	5 000	\$ 20.60	3 500	-1500	\$ 30 900.00	0	0	\$ -	72,100.00			
2110.0200*	EXCAVATION BELOW SUBGRADE	CY	300	\$ 156.00	0	-300	\$ 46 800.00	0	0	\$ -	-			
2110.0200*	EXCAVATION BELOW SUBGRADE	CY	0	\$ 155.70	300	0	\$ -	300	300	\$ 46 710.00	46,710.00			
2280.01000	TOPSOIL STORAGE	CY	1 300	\$ 7.50	1 500	0	\$ -	200	200	\$ 1 500.00	11,250.00			
2280.02000	TOPSOIL PLACING	CY	1 300	\$ 12.80	1 500	0	\$ -	200	200	\$ 2 520.00	18,900.00			
2512.01000	HOT PLANT MIX BITUMINOUS PAVEMENT (PG 6428)	TON	1 600	\$ 160.00	0	-1600	\$ 256 000.00	0	0	\$ -	-			
2512.01000	HOT PLANT MIX BITUMINOUS PAVEMENT (PG 64-22)	TON	0	\$ 145.00	1 600	0	\$ -	1600	1600	\$ 232 000.00	232,000.00			
2512.02500	HOT PLANT MIX APPROACHES BITUMINOUS PAVEMENT	TON	50	\$ 370.00	0	-50	\$ 18 500.00	0	0	\$ -	-			
2512.02500	HOT PLANT MIX APPROACHES BITUMINOUS PAVEMENT	TON	0	\$ 365.00	50	0	\$ -	50	50	\$ 18 250.00	18,250.00			
2551.01000	TACK COAT	TON	1	\$ 5 140.00	1	0	\$ -	0	0	\$ -	5,140.00			
2570.01000	HORIZONTALLY ADJUST FIRE HYDRANT	EA	1	\$ 5 670.00	1	0	\$ -	0	0	\$ -	5,670.00			
2570.02000	ADJUSTMENTS, VALVE BOXES	EA	16	\$ 1 440.00	16	0	\$ -	0	0	\$ -	23,040.00			
2725.0100*	SUBGRADE STORMWATER DRAINAGE FACILITY	LS	1	\$ 268 500.00	1	0	\$ -	0	0	\$ -	268,500.00			
2725.01180	RCP 18 in	FT	232	\$ 145.00	232	0	\$ -	0	0	\$ -	33,640.00			
2725.02180	RCP FE SECT 18 in	EA	8	\$ 2 685.00	8	0	\$ -	0	0	\$ -	21,504.00			
2775.01000	CONCRETE VALLEY GUTTER	SF	1 650	\$ 14.50	0	-1650	\$ 23 925.00	0	0	\$ -	-			
2775.01000	CONCRETE VALLEY GUTTER	SF	0	\$ 13.00	1 650	0	\$ -	1650	1650	\$ 21 450.00	21,450.00			
2775.0200*	CONCRETE BOLLARD	EA	8	\$ 3 050.00	0	-8	\$ 24 400.00	0	0	\$ -	-			
2775.0200*	CONCRETE BOLLARD	EA	0	\$ 1 900.00	8	0	\$ -	8	8	\$ 15 200.00	15,200.00			
2805.01000	REMOVAL OF SIGNS	EA	1	\$ 300.00	1	0	\$ -	0	0	\$ -	300.00			
2805.0100*	REGULATORY SIGNS	EA	6	\$ 190.00	6	0	\$ -	0	0	\$ -	1,140.00			
2805.0110*	SIGN POSTS, SQ TUBULAR STL	EA	6	\$ 400.00	6	0	\$ -	0	0	\$ -	2,400.00			
2830.0200*	DELINEATORS, TYPE II	EA	43	\$ 105.00	0	-43	\$ 4 515.00	0	0	\$ -	-			
2830.0200*	DELINEATORS, TYPE III	EA	0	\$ 107.00	43	0	\$ -	43	43	\$ 4 601.00	4,601.00			
2900.01000	FERTILIZER TYPE I	LB	62	\$ 25.00	62	0	\$ -	0	0	\$ -	1,550.00			
2900.0200*	SEEDING (P) III	LB	23	\$ 60.00	0	-23	\$ 1 380.00	0	0	\$ -	-			
2900.0200*	SEEDING (PLS)	LB	0	\$ 63.00	23	0	\$ -	23	23	\$ 1 449.00	1,449.00			
2900.03000	DRY MULCH	TON	2	\$ 1 200.00	2	0	\$ -	0	0	\$ -	2,400.00			
10000.0100*	PERMANENT STRIPING	LS	1	\$ 27 000.00	0	-1	\$ 27 000.00	0	0	\$ -	-			
10000.0100*	PERMANENT STRIPING (10/24/2013)	LS	0	\$ 36 500.00	1	0	\$ -	1	1	\$ 36 500.00	36,500.00			
16010.0100*	SCHEDULE 40 PVC (2 in)	LF	3,135	\$ 15.80	300	-2835	\$ 44 793.00	0	0	\$ -	4,740.00			
16010.0200*	POLYMER CONCRETE VAULT	EA	22	\$ 1 050.00	0	-22	\$ 23 100.00	0	0	\$ -	-			
16010.0200*	POLYMER CONCRETE VAULT	EA	0	\$ 1 100.00	10	0	\$ -	10	10	\$ 11 000.00	11,000.00			
<b>TOTAL =</b>										<b>\$520 477.00</b>	<b>TOTAL =</b>	<b>\$405 940.00</b>	<b>TOTAL =</b>	<b>\$116 537.00</b>
<b>NET DIFFERENCE</b>			<b>1405 040.00</b>	<b>\$520 477.00</b>	<b>NET DIFFERENCE =</b>			<b>-4123 587.00</b>						

**Intermountain Region-Cheyenne Division**

 PO Box 20150  
 Cheyenne, WY 82003  
 (307) 634-5455  
 (307) 634-0220 Fax

May 9, 2024

**Project: Archer Parkway Value Engineering**

Job #:
Supply Only
Check #:

To: Laramie County Public Works

<u>Bid Items</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
<b>Base Bid</b>				
10 FORCE ACCOUNT	10,000.00	EA	\$ 1.00	\$ 10,000.00
20 CONTRACTOR SURVEYING	1.00	LS	\$ 12,000.00	\$ 12,000.00
30 CONTRACTOR STORM WATER CONTROL	1.00	LS	\$ 26,000.00	\$ 26,000.00
40 MOBILIZATION	1.00	LS	\$ 122,000.00	\$ 122,000.00
50 CONSTRUCTION SIGNING AND TRAFFIC CONTROL	1.00	LS	\$ 20,000.00	\$ 20,000.00
55 FLAGGING	40.00	HR	\$ 75.00	\$ 3,000.00
60 MOTOR GRADER	25.00	HR	\$ 200.00	\$ 5,000.00
70 REMOVAL OF PIPE	1.00	EA	\$ 4,000.00	\$ 4,000.00
80 8" MDC OF EXISTING SURFACING	15,250.00	SY	\$ 1.60	\$ 24,400.00
90 REMOVAL OF CONCRETE	220.00	SY	\$ 32.90	\$ 7,238.00
100 CUTTING BIT PAVMT	52.00	FT	\$ 9.75	\$ 507.00
110 MILLING PLANT MIX	990.00	SY	\$ 7.50	\$ 7,425.00
120 CLEARING AND GRUBBING	1.00	LS	\$ 7,600.00	\$ 7,600.00
130 CRUSHED BASE	5,500.00	TN	\$ 30.70	\$ 168,850.00
140 UNCLASSIFIED EXCAVATION	3,000.00	CY	\$ 20.60	\$ 61,800.00
145 EXCAVATION BELOW SUBGRADE	200.00	CY	\$ 168.00	\$ 33,600.00
150 IMPORTED BORROW EXCAVATION	650.00	CY	\$ 56.60	\$ 36,790.00
160 TOPSOIL STRIPPING	1,900.00	CY	\$ 8.00	\$ 15,200.00
170 TOPSOIL PLACING	1,900.00	CY	\$ 21.50	\$ 40,850.00
175 WATER	600.00	MG	\$ 3.85	\$ 2,310.00
180 HOT PLANT MIX 64-22	3,200.00	TN	\$ 140.00	\$ 448,000.00
190 HOT PLANT MIX APPROACHES 64-22	120.00	TN	\$ 315.00	\$ 37,800.00
200 TACK COAT	2.00	TN	\$ 730.00	\$ 1,460.00
210 ADJUST VALVE BOXES	5.00	EA	\$ 1,760.00	\$ 8,800.00
220 RCP 18"	208.00	FT	\$ 145.00	\$ 30,160.00
230 RCP FES	10.00	EA	\$ 2,200.00	\$ 22,000.00
240 CONCRETE VALLEY PAN	1,900.00	SF	\$ 15.30	\$ 29,070.00
250 CONCRETE BOLLARD	24.00	EA	\$ 1,900.00	\$ 45,600.00
260 REMOVAL OF SIGNS	14.00	EA	\$ 300.00	\$ 4,200.00
270 REGULATORY SIGNS	10.00	EA	\$ 185.00	\$ 1,850.00
280 SIGN POSTS TUBULAR STEEL	10.00	EA	\$ 400.00	\$ 4,000.00
290 DELEAORS TYPE III	43.00	EA	\$ 100.00	\$ 4,300.00
300 FERTILIZER TYPE 1	101.00	LB	\$ 25.00	\$ 2,525.00
310 SEEDIND(PLS)	38.00	LB	\$ 63.00	\$ 2,394.00
320 DRY MULCH	4.00	TN	\$ 1,260.00	\$ 5,040.00
330 PAVEMENT MARKINGS	1.00	LS	\$ 36,500.00	\$ 36,500.00
350 SUBTOTAL BASE BID				<b>1,292,269.00</b>
<b>Alternate 1 M Loop Road</b>				
360 FORCE ACCOUNT	10,000.00	EA	\$ 1.00	\$ 10,000.00
370 CONSTRUCTION SURVEYING	1.00	LS	\$ 9,000.00	\$ 9,000.00
380 CONTRACTOR STORM WATER CONTROL	1.00	LS	\$ 27,000.00	\$ 27,000.00
390 MOBILIZATION	1.00	LS	\$ 50,000.00	\$ 50,000.00
400 TRAFFIC CONTROL	1.00	LS	\$ 18,000.00	\$ 18,000.00
405 FLAGGING	0.00	HR	\$ -	\$ -
410 MOTOR GRADER	20.00	HR	\$ 190.00	\$ 3,800.00
420 EXCAVATOR	20.00	HR	\$ 220.00	\$ 4,400.00
430 REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1.00	LS	\$ 7,600.00	\$ 7,600.00
440 REMOVAL OF PIPE	2.00	EA	\$ 4,000.00	\$ 8,000.00
450 8" MDC OF EXISTING SURFACING	6,600.00	SY	\$ 2.10	\$ 13,860.00
460 REMOVE AND RESET FENCE	300.00	FT	\$ 14.70	\$ 4,410.00
470 CLEARING AND GRUBBING	1.00	LS	\$ 7,600.00	\$ 7,600.00

480 CLEARING TREES < 18"	7.00 EA	\$	1,260.00	\$	8,820.00
490 CRUSHED BASE	3,000.00 TN	\$	45.00	\$	135,000.00
500 UNCLASSIFIED EXCAVATION	3,500.00 CY	\$	20.60	\$	72,100.00
510 EXCAVATION BELOW SUBGRADE	300.00 CY	\$	155.70	\$	46,710.00
520 TOPSOIL STORING	1,500.00 CY	\$	7.50	\$	11,250.00
530 TOPSOIL PLACING	1,500.00 CY	\$	12.60	\$	18,900.00
540 HOT PLANT MIX 64-22	1,600.00 TN	\$	145.00	\$	232,000.00
545 HOT PLANT MIX APPROACHES 64-22	50.00 TN	\$	365.00	\$	18,250.00
550 TACK COAT	1.00 TN	\$	5,140.00	\$	5,140.00
560 HORIZONTALLY ADJUST FIRE HYDRANT	1.00 EA	\$	5,670.00	\$	5,670.00
570 ADJUSTMENTS VALVE BOXES	16.00 EA	\$	1,440.00	\$	23,040.00
580 SUBGRADE STORMWATER DRAINAGE FACILITY	1.00 LS	\$	268,500.00	\$	268,500.00
590 RCP 18"	232.00 FT	\$	145.00	\$	33,640.00
600 RCP FES	8.00 EA	\$	2,688.00	\$	21,504.00
610 CONCRETE VALLEY GUTTER	1,650.00 SF	\$	13.00	\$	21,450.00
615 CONCRETE BOLLARD	8.00 EA	\$	1,900.00	\$	15,200.00
620 REMOVAL OF SIGNS	1.00 EA	\$	300.00	\$	300.00
630 REGULATORY SIGNS	6.00 EA	\$	190.00	\$	1,140.00
640 SIGN POSTS TUBULAR STEEL	6.00 EA	\$	400.00	\$	2,400.00
650 DELINEATORS TYPEIII	43.00 EA	\$	107.00	\$	4,601.00
660 FERTILIZER TYPE 1	62.00 LB	\$	25.00	\$	1,550.00
670 SEEDING (PLS)	23.00 LB	\$	63.00	\$	1,449.00
680 DRY MULCH	2.00 TN	\$	1,200.00	\$	2,400.00
690 PERMANENT WATERBOURNE STRIPING	1.00 LS	\$	36,500.00	\$	36,500.00
695 2" CONDUIT CROSSINGS FOR FUTURE FIBER NETWORK.	300.00 LF	\$	15.80	\$	4,740.00
700 POLYMER CONCRETE VAULT	10.00 EA	\$	1,100.00	\$	11,000.00
710 SUBTOTAL ALTERNATE 1				\$	1,166,924.00
<b>Base Bid + Alternate</b>				\$	2,459,193.00

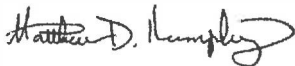
**CONTRACT DETAILS:**

- 1 Compaction Specs Revised to WDOT Specifications. All Standard Proctor. 95% Subgrade, 95% Bae. 92% Asphalt on 50 Blow Marshall.
- 2 All Asphalt made with local alluvial aggregates and PG 64-22 Binder.
- 3 2" conduit with tracer wire will be placed under the M Loop road in 5 locations at owners discretion, approximately 60' in each location with specified vault at each end.
- 4 All striping CDOT spec waterborne paint with M247 glass beads applies at 15 mil thickness.
- 5 All MDC 8".
- 6 Existing base gravel on Archer Parkway to remain in place. 8" MDC, widening and shaping as necessary. Proof roll and pave.
- 7 Parking Lots, Access A, Fld Way, and M Loop will be Cut / Filled to Subgrade (-0.83') MDC and Proof Rolled prior to placement of Base Course.
- 8 Areas found to be soft or yielding will be addressed with the Excavation below Subgrade Item.
- 9 Stormwater Storage System with ONE 24' inspection manhole.
- 10 Concrete Bollards City of Cheyenne Spec.
- 11 Pricing is valid for 7 Days.

**NOTICE TO OWNER:**

FAILURE OF THIS PRIME CONTRACTOR OR SUBCONTRACTOR TO PAY THOSE PERSON SUPPLYING MATERIALS OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT ON THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO W.S. 29-2-101 THROUGH 29-2-111. TO AVOID THIS RESULT, WHEN PAYING FOR LABOR AND MATERIALS YOU MAY ASK THIS PRIME CONTRACTOR OR SUBCONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIALS OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.

Please call if you have any questions.  
Knife River 307-634-5455



Matt Humphrey 307-267-3379  
Estimator / Project Manager

\_\_\_\_\_  
Acceptance by Owner

*This contractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities; physical, sensory or mental, and prohibit discrimination against all individuals based on their race, creed, age, color, religion, sex, sexual orientation, gender identity, marital status or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, creed, age, color, religion, sex, sexual orientation, gender identity, marital status, national origin, protected veteran or disability status.*