

PART V AGREEMENT

THIS AGREEMENT is dated this 6th day of Oct, 2025 and between Laramie County (hereinafter called Owner) and Reiman Corp (hereinafter called Contractor).

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

Article 1. WORK

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

Clear Creek Phase III Improvements, Parking Facilities

Article 2. ENGINEER

AVI pc
1103 Old Town Lane, Suite 101
Cheyenne, Wyoming 82009
(307) 637-6017
Tristan Cordier, PE
tcordier@avipc.com

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 **May 31, 2026**.
- 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 Article 3. 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 or arbitration preceding the actual loss suffered by Owner if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owners 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, for each calendar day that expires after the time specified in Part VII Liquidated Damages for substantial completion until the Work is Substantially complete.

Article 4. CONTRACT PRICE

- 4.1 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

accepted Contractors Proposal on file in the office of the Owner. Monthly and final payments shall be made as provided in the General Conditions. All payments shall be in accordance with W.S. 16-6-602 (as amended).

- 4.2 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 Owners written consent.

Article 5. CHANGES IN THE WORK

- 5.1 The amount of any increase or decrease in the Contractors Fee, which results from a Change Order, shall be set forth in the applicable Change Order. No increase or decreases in the Contractors Fee will be allowed without an approved Change Order.

Article 6. PAYMENT PROCEDURES

- 6.1 Contractor shall submit Applications for Payment in accordance with the General Conditions. The Applications for Payment will indicate the amount of the Contractors Fee then payable. Applications for payment will be processed by Engineer as provided in the General Conditions.
- 6.2 Progress Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractors Applications of Payment as recommended by Engineer. All such payments shall be subject to the limitations of the Proposal Schedule.
- 6.3 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.
- 6.4 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.
- 6.5 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. CONTRACTORS REPRESENTATIONS

- 7.1 In order to induce Owner to enter into this Agreement, the Contractor makes the following representations:
- 7.2 Contractor has become familiar with the nature and extent of the Contract Documents, work locality, and with the 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.
- 7.3 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

- 8.1 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-I through V-40 inclusive)
- 9.2 Performance and other Bonds
- 9.3 Notice of Award
- 9.4 City of Cheyenne and Board of Public Utilities Construction Specifications and Standard Drawings 2014, with revisions to date.
- 9.5 General Conditions (Pages VI-41 through VII-80 inclusive)
- 9.6 Improvement Plans
- 9.7 Any addenda to the Notice of Bidders
- 9.8 Any modifications, including change orders, duly delivered after execution of this Agreement.
- 9.9 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 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, 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, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement.
- 10.10 **Non-Discrimination:** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyoming Statute § 27-9-105 et seq.), the

Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations, thereto and shall not discriminate against any individual on the grounds of age, sex, color, races, religions, national origin, or disability in connection with the performance under this Agreement.

- 10.11 ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to 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, 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.
- 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 who 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.
- 10.19 **Indemnification:** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless Owner, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands, and expenses to the extend they are caused by the Contractors negligence, errors or omissions in connection with work performed by or on behalf of Contractor for Owner except to the extent liability is caused by the sole negligence or willful misconduct of Owner or its employees. Contractor shall carry liability insurance sufficient to cover its obligations under this provision and provide Owner with proof of such insurance.
- 10.20 **Termination:** This Agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.
- 10.21 **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.
- 10.22 **Modification:** This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.
- 10.23 **Assumption of Risk:** The Contractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state and federal requirements. Laramie County shall notify Contractor of any state or federal determination of noncompliance.
- 10.24 **Environmental Policy Acts:** The Contractor agrees with all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environment protection laws, rules, or regulations.
- 10.25 **Human Trafficking:** As required by 22 U.S.C. 7104 (g) and 2 C.F.R. Part 175, this Agreement may be terminated without penalty if a private entity receives funds under this Agreement:
- a. Engages in severe forms of trafficking in persons during the period of time that this award is in effect.
 - b. Procures a commercial sex act during the period of time that the award is in effect; or

- c. Uses forced labor in the performance of the award of sub awards under this contract.

- 10.26 Kickbacks: The Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Contractor breaches or violates this warranty, Owner may, at its discretion, terminate this Agreement without liability to Owner, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- 10.27 Limitations on Lobbying Activities: By signing this Agreement, the Contractor certifies and agrees that, in accordance with Public Law 101-121, payments made from a federal grant shall not be utilized by the Contractor or its Subcontractors in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- 10.28 Monitoring Activities: Owner shall have the right to monitor all activities related to this Agreement that are performed by the Contractor or its Subcontractors. This shall include, but not limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of the related work.
- 10.29 Suspension and Debarment: By signing this Agreement, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or no-financial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the debarred vendors list. Further, the Contractor agrees to notify Owner by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One Counterpart 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 6th Oct 25

SIGNATURE PAGE

OWNER: Laramie County

By: _____


Title: _____

Attest: _____

Title: _____

Title: _____

CONTRACTOR:

By:  _____

Title: President

(Corporate Seal)

Attest:  _____

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



PERFORMANCE AND PAYMENT BOND REQUIREMENTS

1. Signature of principal must be affixed to the bond.
2. Signature of principal must be witnessed.
3. Name of principal must be witnessed.
4. The legal capacity of the principal must be stated in the caption of the bond (i.e., corporation, partnership, or sole proprietorship).
5. If the principal is jointly owned, all Owners must sign the bond.
6. If the principal is a partnership, at least two partners must sign the bond.
7. Signature of the attorney-in-fact acting on behalf of the surety company must appear on the bond.
8. The surety's seal must be affixed to the signature of the attorney-in-fact (Facsimile seals are NOT acceptable).
9. The bond must contain the signature and address for a resident agent of the surety company, qualified to do business in the State of Wyoming.
10. Power of Attorney/Acknowledgement of Surety must be signed, sealed, and dated with the same date as execution of bond.
11. Date of written Agreement and date of bond must be the same. Post-dated bonds are not acceptable.
12. Bond form must be completely executed. Bonds with blank spaces, including dates, are not acceptable.
13. The bond must be accompanied by a properly executed authorization of Power of Attorney.

CORPORATE PRINCIPALS ONLY:

1. The person signing on behalf of the corporate principal must state his/her legal capacity and he/she must be either the president or the vice-president if it is a corporation. If the officer or person signing on behalf of the corporate principal is other than the president or vice-president, there must be attached to the bond a resolution or certified evidence of authority that such office or person has authority to sign on behalf of the principal.
2. If the principal is a corporation, the signature of the principal must be witnessed or attested to by the secretary or assistant secretary of the corporation.
3. The corporate seal must be affixed to the signature of the principal. (Facsimile seals are NOT acceptable).
4. Each party is required to sign his or her own name.
5. All changes or strike-through must be initialed by the resident agent or attorney-in-fact of the surety. The surety must be notified of such changes.