

**AGREEMENT TO PROVIDE DESIGN/BUILD SERVICES FOR LARAMIE COUNTY
EVENT CENTER AT ARCHER INDOOR LIVESTOCK WASH RACK EXPANSION**

Between

LARAMIE COUNTY, WYOMING AND RECCO, INC. dba FIVE-R COMPANY

This Agreement is made and entered into by and between Laramie County, Wyoming, 309 W. 20th Street, Cheyenne, Wyoming, 82001 ("COUNTY") and Recco, Inc. dba Five-R Company ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to provide design/build services to Laramie County, Wyoming for the complete design and construction of an Indoor Livestock Wash Rack at the Event Center at Archer per the details outlined in the attached Request for Proposals (RFP) attached and incorporated into this Agreement as Exhibit A.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement, and shall remain in effect until Substantial Completion, estimated to be July 2022, and the end of the 1 year Warranty period, estimated July 2023, or such time as extended for additional Construction services performed.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall pay the CONTRACTOR a sum not exceeding six hundred forty-seven thousand seven hundred sixty-six (\$647,766.00), unless otherwise negotiated by both parties. Payment will be on a monthly basis and will be made upon receipt of the CONTRACTOR's invoice to the COUNTY in accordance with the CONTRACTOR Exhibit B, Fee Proposal. No payment shall be made before the last signature is affixed to this Agreement. Payment shall be in accordance with Wyo. Stat. § 16-6-602.

IV. RESPONSIBILITIES OF CONTRACTOR

- A.** CONTRACTOR shall provide and complete the services described in Exhibit A, General Scope of Services for: Event Center Indoor Livestock Wash Rack Expansion, for the agreed sum in Exhibit B, Fee Proposal.
- B.** CONTRACTOR agrees to retain all required records for three (3) years after the COUNTY makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR, which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed and understood that finished or unfinished documents, data or reports, prepared by the CONTRACTOR under this contract shall be

considered the property of the COUNTY and upon completion of the services performed, or upon termination of this Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.

- C. CONTRACTOR shall guarantee work performed shall be free from any defects in workmanship and materials for a period of one (1) year from the date of substantial completion. CONTRACTOR shall be responsible for the replacement or repair, without additional charge, of all work done or furnished in accordance with this Agreement.
- D. CONTRACTOR agrees to comply with all applicable federal and state statutes and regulations as well as local ordinances.

VI. GENERAL PROVISIONS

1. Independent CONTRACTOR: The services to be performed are those of an independent CONTRACTOR and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain proper liability insurance. CONTRACTOR is free to perform the same or similar services for others.
2. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
3. Termination: This Agreement may be terminated: (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.
4. Entire Agreement: This Agreement (6 pages), Exhibit A RFP (9 pages), Exhibit B Fee Proposal (1 page) and Exhibit C Insurance Requirements (3 pages) represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.
5. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

6. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.
7. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.
8. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to the CONTRACTOR and to the COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive the COUNTY's governmental immunity as provided in this Agreement.
9. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.
10. Indemnification: To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold harmless the COUNTY, its elected and appointed officials, employees from any and all liability for injuries, damages, claims, penalties, actions, demands, and expenses to the extent they are caused by the CONTRACTOR's negligence, errors or omissions in connection with the work performed except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligation under this provision and provide COUNTY with proof of such insurance per the requirements of Exhibit C.
11. 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.
12. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

13. 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.
14. Limitation on Payment: The COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to the COUNTY in the event this provision is exercised, and the COUNTY 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 COUNTY to terminate this Agreement in order to acquire similar services from another party.
15. 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.
16. Compliance with Law: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.
17. 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.
18. 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, COUNTY may, at its discretion, terminate this Agreement without liability to COUNTY, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
19. Monitoring Activities: The COUNTY shall have the right to monitor all activities related to his Agreement that are performed by the CONTRACTOR or its sub-

contractors. 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.

20. Professional Registration: The CONTRACTOR shall endorse, as required by law, plans and reports prepared under this Agreement, and shall affix thereto a seal of professional registration, showing proper license to practice in the State of Wyoming.
21. 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 COUNTY by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Agreement.
22. Insurance: The CONTRACTOR shall obtain insurance, and provide certificates and policies, to the COUNTY's satisfaction and subject to requirements substantially similar to those set out in Exhibit C Insurance Requirements, for Construction Contracts, which is attached and incorporated her by reference.
23. Performance Bond: The CONTRACTOR shall obtain a Payment and Performance Bond for the entire scope of this Agreement and shall submit proof of surety upon commencement of this Agreement. Lien Waivers shall be submitted for all subcontractors and suppliers with each application for payment.
24. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY, in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

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Signature Page

LARAMIE COUNTY, WYOMING

By: 
Gunnar Malm, Chairman, Laramie County Commissioners


Date 8/17/21

ATTEST:

By: 
Debra Lee, Laramie County Clerk

Date 8-17-2021

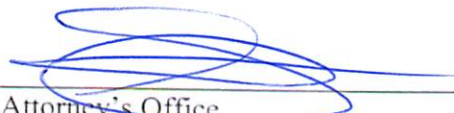
CONTRACTOR: Recco, Inc. dba Five-R Company

By: 
Name: _____
Title: _____

Date 8-12-2021

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: 
County Attorney's Office

Date 8/17/2021

Exhibit A



REQUEST FOR PROPOSAL LUMP-SUM DESIGN BUILD PROPOSAL

EVENT CENTER AT ARCHER EVENT CENTER INDOOR LIVESTOCK WASH RACK EXPANSION CHEYENNE, WY

Pre-Bid Meeting

2:00PM July 1, 2021
Event Center at Archer
3801 Archer Pkwy
Cheyenne, WY 82009

Submittals Due

2:00 PM July 15, 2021

REQUEST FOR PROPOSAL

Laramie County Event Center at Archer Indoor Livestock Wash Rack Expansion

I. ADVERTISEMENT

Laramie County (County) proposes to expand the existing Event Center at Archer by construction of an additional 4,000+sf at the current site in Cheyenne, Wyoming

The County is accepting lump-sum design build proposals to design and construct the 4,000+sf expansion to the pre-engineered metal building. Design will include all architectural, structural, mechanical, plumbing, electrical and civil design elements. The produced plans and specifications will be stamped and code compliant for Laramie County to use in the procurement of a general contractor. The firm selected to perform this services will be required to coordinate with the County Owners Representative and Events Department Director during the design process to ensure design meets the needs of the end user. All design documents shall become the property of Laramie County.

These documents are available for download through the County's website at: <http://www.laramiecounty.com>. There will be a mandatory pre-bid meeting on July 1, 2021 at 2pm at the Event Center at Archer (Site). Questions regarding this service or any other information should be directed to Dan Ange, Laramie County Events Director at dange@laramiecounty.com.

The County will select the firm based on the response to this RFP. Firms shall submit qualifications and a cost proposal. The County will make a selection based on the proposals received and the ability of the design firm to meet the schedule and needs of the County.

The County's objective is to complete the Project on time and under budget, while maintaining the County's commitment to quality, efficiency, value, innovation, sustainability, and compliance with all applicable regulatory requirements.

For additional information please visit Laramie County's website at: <http://www.laramiecounty.com> click on the link to "Event Center Indoor Livestock Wash Rack Expansion".

Proposals shall be received by email to dange@laramiecounty.com by 2:00 P.M. Mountain Time, July 15, 2021.

II. PROJECT OVERVIEW

1. The proposed Event Center expansion consists of adding tie-out space for the washing and grooming of cattle and providing dedicated restrooms for the adjacent indoor dirt event space. The project has several components:

- a. Overview. The proposed expansion design consists of 4,050 gross square feet of new construction. Major building components include a concrete floor, plumbing and drainage for 123 linear feet of wash rack space, one men's restroom, and one women's restroom.

This project is to facilitate a large-scale cattle show, scheduled to occur in late November of 2021. This project has the potential to be broken into two phases:

Phase I

- Grading
- Concrete Floor
- Cinder block retaining walls
- Column footers
- Plumbing
- Drainage
- Steel tie rails

Phase II

- Building and finishes (exterior must match existing building)
- Electrical
- Corayvac heating
- Restroom fixtures

2. Currently, the projected construction timeframe is envisioned as follows:

- a. Phase I

- i. Construction Start Date: August 15, 2021
 - ii. Construction End Date: November 13, 2021

- b. Phase II

- i. Construction Start Date: TBD 2022
 - ii. Construction End Date: TBD 2022

III. GENERAL SCOPE OF SERVICES

The requirements of the building may be subject to change based on the programming efforts of the design team. Current scope of design will include:

1. 4,050 SF pre-engineered insulated metal building, 14.5' eave height, 22' interior height, standard metal roof and wall panels, drive through design.
2. Concrete floors designed to meet capacity of standard vehicle traffic, with integrated trench drains to sand/oil interceptor.
3. Cinder block rear and side retaining walls
4. 125 linear feet of steel tie-out rail, mounted to rear retaining walls
5. Dual restroom (one men's, one women's) and utility/custodial room.
6. 10' x 10' insulated overhead doors with pipe bollards on each side
7. Insulated Hollow metal doors and frames.
8. Concrete apron outside overhead door and walk-through doors

9. Ceiling mounted radiant tube heat system, Ventilation and Exhaust systems, no cooling required.

IV. FEE, RATES, and ESTIMATED COSTS:

The services of the Firm will be completed under a Professional Service fixed-fee contract with the County. Procurement of this service will be through review of the RFP, no interview is required. The County may seek to negotiate with the responds prior to award of the contract. Fee proposals shall include:

1. Itemized list of services to be performed.
2. Fixed Fee for design services.
3. Fee to provide post design construction cost estimate.
4. Potential Fee savings ideas, if any.

All fee proposals shall include all costs of insurance required by the County, all submittal and equipment information reviews to be performed, transportation to and from the jobsite, printing, mailing, documentation, reporting, office overhead, profit, lodging, per diem, etc.

Should contract negotiations with the selected firm be unsuccessful, the County reserves the right to begin negotiations with another firm.

V. INSTRUCTIONS TO RESPONDENTS

SUBMISSION: In order to be considered, proposals must arrive via **email** at the address below by **2:00 P.M. Mountain Time, July 15, 2021**. Submitters shall submit one PDF file copy of their completed statement of qualifications and fee schedules to the County at the following address:

dange@laramiecounty.com

Please include the following reference in the subject line of the email:

Event Center Indoor Livestock Wash Rack Proposal

It is the responsibility of the Respondent to ensure that their responses are received on or before the submission date and time. Allow sufficient delivery time to ensure receipt by the date and time specified.

- Response to any Respondent's inquiries will be made by the County in a timely manner. Inquiries and questions shall only be received by Laramie County via **email** at the following address: dange@laramiecounty.com.

CLARIFICATIONS OR SUPPLEMENTS TO REQUEST FOR PROPOSAL: In the event that it becomes necessary to revise any part of this RFP, a notice of any clarifications will be posted on the County website and labeled as an addendum to the original RFP. Documents will be available through the same link as the original RFP. It is the responsibility of Respondents, prior to submission date, to ensure their response reflects any and all addenda and changes. The County will not maintain a list of firms downloading this RFP.

INCURRING COSTS: The County is not liable for any cost incurred by Respondents prior to issuance of a legally executed contract. No property interest, of any nature, shall accrue until a contract is awarded and signed by all concerned parties.

RFP CANCELLATION: The County reserves the right to cancel this Request for Proposal at any time, without penalty.

NON-DISCRIMINATION: The respondent shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age, sex, or sexual orientation.

AVAILABILITY OF FUNDS: Financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the County.

VI. STATEMENT OF QUALIFICATIONS

SOQs shall not be voluminous and should, if possible, be kept below 5 MB; but shall provide sufficient information to allow the Owner to evaluate the firm's Fee proposal, experience, staff and availability.

The proposer shall:

1. Provide information on the firm's experience on projects of similar size, function, and complexity including similar types of construction. Projects should demonstrate the firm's capabilities to perform on the project at hand. Provide contact information for each project referenced.
2. Responders shall be clear with respect to the:
 - Company's credentials
 - The local office's credentials, and
 - The project team's credentials
3. List key personnel to be assigned to this project. Resumes should include experience, licenses, certifications and other relevant information.
4. Discuss your firm's capabilities to meet time and project requirements and ability to perform the work taking into account your current and projected workload.
5. Special Qualifications. Describe any unique or extraordinary skills or qualifications your firm brings to the project. How would selection of your firm add value to the project?
6. Identify the location of your primary place of business.

VII. PRE-SUBMITTAL WALK-THROUGH:

A mandatory walk-through of the facility will be conducted at **2:00 P.M. Mountain Time, July 1, 2021.**

VIII. ADDITIONAL CONDITIONS

- 1) The successful respondent will be expected to enter into a contract, including insurance requirements, with Laramie County upon terms acceptable to the County. The contents of this RFP, the respondent's responses to same and all provisions of the successful qualifier deemed pertinent by the County may be incorporated into a contract and become legally binding.
- 2) The County reserves the right to award the contract to the respondent(s) that the County deems to offer the best overall proposal(s). The County is therefore not bound to accept a proposal on the basis of lowest price. The County reserves the right to reject any or all proposals submitted and/or to waive or ignore any irregularities and/or omissions in any submission and to accept any proposal, portion of proposal, combination of proposal and or to reject or accept any proposal for any reason in its discretion
- 3) The County at its sole discretion, reserves the right to cancel this RFP, to modify the services sought, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. The County also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the County's best interest.
- 4) Laramie County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by issuing this Request and/or entering into any agreement with any successful Respondent. Further, Laramie County fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this RFP and any subsequent agreement(s).
- 5) Any errors or omissions discovered in this request for proposal, or any additional information needed to clarify any issues in the request, will be communicated to all firms who have expressed an interest in the engagement. The communication will amend the requests accordingly
- 6) If a respondent discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in this document, the respondent shall immediately notify the County's representative. If respondent fails to notify the County of any error, ambiguity, conflict, discrepancy, exclusionary specifications, or omission in this RFP, the respondent shall submit a response at its own risk and under such conditions. If the respondent is awarded a contract, then such respondent will not be entitled to additional compensation, relief, or time by reason of the error or its later correction
- 7) It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein and in all referenced data and documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, through the County contact named above. The County will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.
- 8) Respondents are advised that Laramie County is a governmental entity in the State of Wyoming. Public works projects, such as that referenced herein, carried out by governmental entities are subject to certain legal and regulatory requirements which may or may not be applicable to private entities. Any contract with a successful respondent will contain a requirement to monitor and secure compliance on the project with all applicable laws and regulations including, but not limited to, those contained in Wyoming statute WS 16-6-101 et seq.

9) If it becomes necessary for the County to revise or amend any part of this RFP, notice may be obtained by accessing the County web site. Respondents in their proposal must acknowledge receipts of amendments. Each respondent should ensure that they have received all addenda and amendments to this RFP before submitting their proposal. Please check the Laramie County web site at <http://www.laramiecounty.com> for a copy of the RFP and addenda.

10) All proposals submitted in response to this request become property of the County and public records, so they may be subject to public review. The laws of Wyoming require that the contents of all proposals shall be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal. The respondent must mark in bold red letters the term "CONFIDENTIAL" on that part of the response, which the respondent believes to be confidential. The respondent may be required to submit in writing specific detailed reasons, including any relevant legal authority, stating why the respondent believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. Laramie County will be the sole judge as to whether a claim is general and/or vague in nature. The entire proposal cannot be designated as proprietary or a trade secret. If a request is received to examine portions designated as proprietary or a trade secret, Laramie County will notify the respondent to permit the respondent to defend the proprietary nature of the information.

11) The County reserves the right to request additional information, or request clarification, or reject in its sole discretion any and all proposals. Firms may submit a joint proposal.

12) Invalidity: If any provision of this RFP is held invalid or unenforceable by any court of competent jurisdiction, or if the County is advised of any such actual or potential invalidity or inability to enforce, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of that the provisions of this RFP are fully severable.

13) By submitting in response to this RFP, respondent agree and understand that this RFP as well as any subsequent agreements 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 RFP 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 Responders and to County. This provision is not intended nor shall it be construed to waive County's governmental immunity as provided in this Agreement.

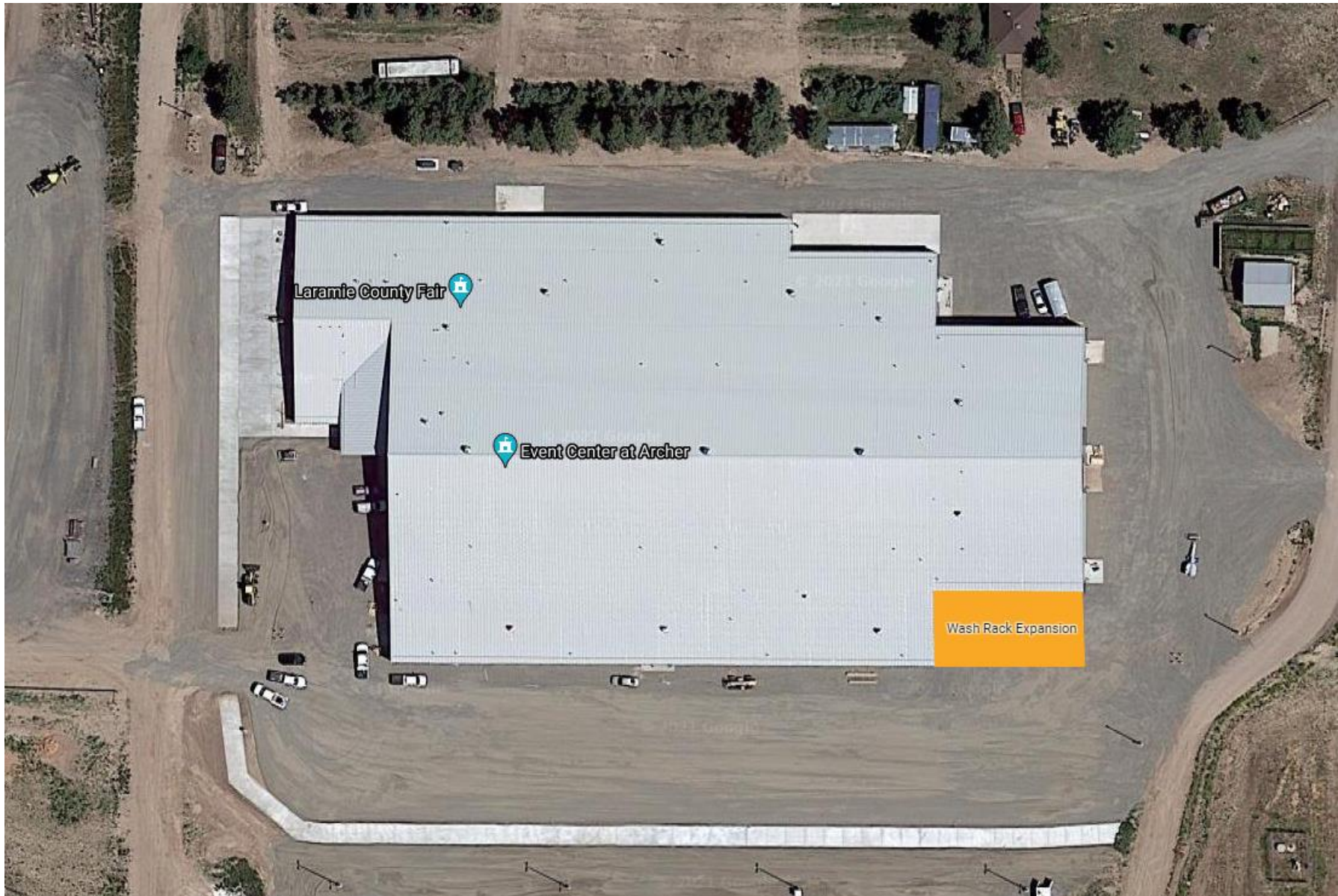
IX. ADDITIONAL INFORMATION

Please visit Laramie County's Site at: <http://www.laramiecounty.com> click on the link to "Project Bid Information at QuestCDN". A ten dollar (\$10.00) fee will be charged.

Questions should be submitted in writing to dange@laramiecounty.com no later than Tuesday, July 2, 2021 at 5:00 PM.

X. EXHIBITS

1. EXHIBIT A – Event Center at Archer aerial view



2. EXHIBIT B – **DRAFT** schematic of the proposed expansion

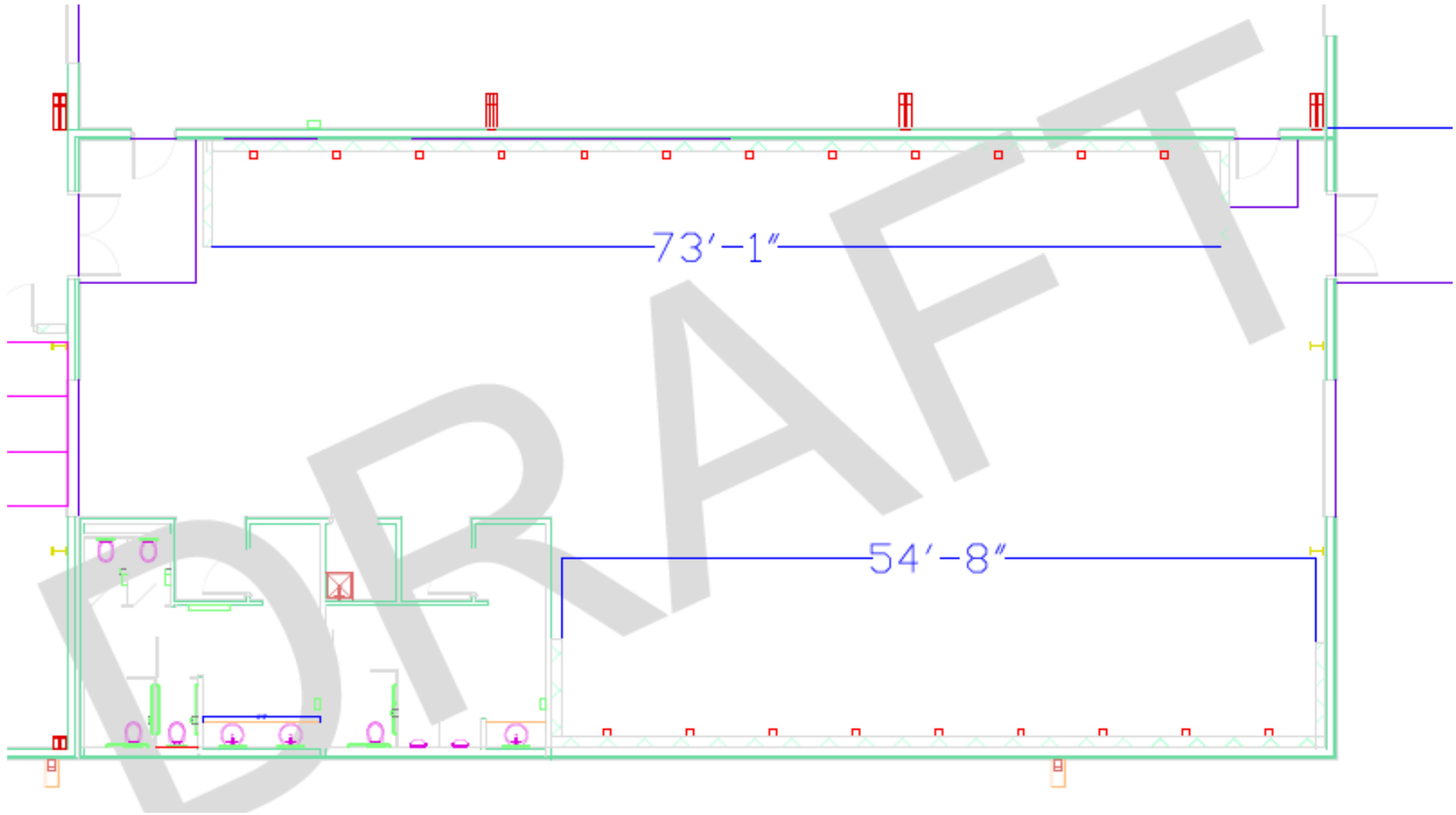


Exhibit B

Recco, Inc. dba

Five-R Company

P.O. Box 20368

Cheyenne, WY 82003

Ph. (307) 638-7566

Fax (307) 632-1960

recco@fivercompany.com

July 15, 2021

Laramie County

Cheyenne, WY 92009

ATT: Dan Ange

dange@laramiecounty.com

RE: Request for Proposal
Lump Sum Design-Build Proposal
Event Center at Archer
Event Center Indoor Livestock Wash Rack Expansion
Cheyenne, WY

Recco, Inc. dba Five-R Co. has reviewed the proposed construction schedule in the RFP project documents and believes it can be completed within the required time frame, barring any significant unforeseen circumstances. Additionally, we have reviewed the project documents provided up to this point and estimates a total project cost of \$647,766.00 (six hundred forty-seven thousand, seven hundred sixty-six and 00/100 dollars), with the following breakdown:

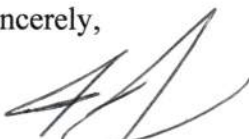
- \$ 49,800.00 Design & Plan Review
- \$226,380.00 Phase 1
- \$371,586.00 Phase 2

For discussion purposes, we see the following potential savings on the project:

- \$8,000 Relocate restroom to avoid moving separator
- \$3,500 Verify existing sprinkler 4" line is able to supply addition
- \$6,000 Utilize metal building design in lieu of structural steel (this would incur a 40-week lead time)
- 3,500 Tie rail by county
- \$\$?? Possible reduction in steel prices if structural steel was delayed until next spring

Thank you for the opportunity to submit a proposal for this project. Please let us know if you have any questions.

Sincerely,



Ray S. Fertig, Jr.
President

Exhibit C
Insurance Requirements for Professional Services Contracts

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

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

Primary Coverage

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

Notice of Cancellation

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

Claims Made Policies

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

1. The retroactive date must be shown, and must be before the date the execution date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.

3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

Acceptability of Insurers

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

Waiver of Subrogation

Consultant hereby agrees to waive rights of subrogation which any insurer of Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable insurance language effecting coverage required by this contract. All certificates and endorsements are to be received and approved the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

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

Special Risks or Circumstances

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