

**LARAMIE COUNTY CLERK  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM PROCESSING FORM**

**1. DATE OF PROPOSED ACTION:** March 17, 2015

**2. AGENDA ITEM:**    ☐ Appointments    ☐ Bids/Purchases    ☐ Claims  
☒ Contracts/agreements/leases    ☐ Grants    ☐ Land Use: Variances/Board App/Plats  
☐ Proclamations    ☐ Public Hearings/Rules & Reg's    ☐ Reports & Public Petitions  
☐ Resolutions    ☐ Other

**3. DEPARTMENT:** Maintenance

**APPLICANT:** Front Range Roofing

**AGENT:** Chris Wegner

**4. DESCRIPTION:** Consideration of an agreement between Front Range Roofing Systems, LLC. to provide for the re-roofing of the Laramie County Historic Courthouse.

Amount \$197,800

From

To

**5. DOCUMENTATION:**    2 Originals

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



Clerks Use Only:

Commissioner

Signatures

Ash \_\_\_\_\_

Co Attny \_\_\_\_\_

Heath \_\_\_\_\_

Assist Co Attny \_\_\_\_\_

Holmes \_\_\_\_\_

Grants Manager \_\_\_\_\_

Kailey \_\_\_\_\_

Outside Agency \_\_\_\_\_

Thompson \_\_\_\_\_

Action \_\_\_\_\_

Postponed/Tabled \_\_\_\_\_

**RE-ROOFING AGREEMENT**  
**LARAMIE COUNTY, WYOMING /FRONT RANGE ROOFING SYSTEMS LLC**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Front Range Roofing Systems LLC, 222 13<sup>th</sup> Avenue, Greeley, Colorado 80631 ("CONTRACTOR"). The parties agree as follows:

**I. PURPOSE**

The purpose of this Agreement is to provide for the re-roofing of the Laramie County Historic Courthouse.

**II. TERM**

This Agreement shall commence on the date of the last signature affixed hereto and remain in full force and effect until terminated as provided herein.

**III. PAYMENT**

A. Payment for work performed shall be made in relation to progress of the work at a rate to be approved by the Director of Laramie County Maintenance. Absent any mutual agreement or change order executed between the parties, the cost for the work shall not exceed \$197,800.00

B. COUNTY shall pay CONTRACTOR for materials after their arrival at location of the work.

C. CONTRACTOR shall bill COUNTY by a properly executed and detailed invoice. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

**IV. INSURANCE AND BONDS**

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

B. The County will require the Contractor to obtain insurance, and provide certificates and policies, to the County's satisfaction and subject to requirements substantially similar to those set out in Exhibit 2 attached.

**V. RESPONSIBILITIES OF CONTRACTOR**

A. CONTRACTOR shall re-roof the Laramie County Historic Courthouse in accord with

the specifications and requirements in the "Request for Proposal" (RFP) attached hereto as Exhibit 1 and fully incorporated herein, and as reflected in CONTRACTOR's assertions in its "Proposal Form" also attached hereto as Exhibit 3 and fully incorporated herein. Specifications include, but are not limited to, upon successful completion of the work, the provision to the COUNTY of a written guarantee from the roof membrane manufacturer for a 20 year, no dollar limit warranty covering all materials and labor installed under this Agreement. This includes all accessories, metal flashings, and fascia/coping. CONTRACTOR agrees that the warranty shall specifically state that the installed system is warranted against damage by wind speeds up to and including 100 mph and by 1.5 inch diameter hail.

B. In addition to the tasks, work and specifications contained in Exhibit 1, as noted in Section 1.0 of the RFP, CONTRACTOR agrees to take all reasonable steps to protect the historic bell, all HVAC systems and skylights on the roof of the Laramie County historic Courthouse in the process of re-roofing same.

C. CONTRACTOR understands and agrees that the funding for this project is coming in large part from the State Lands and Investment Board (SLIB) in the form of a grant. It is County policy to comply with the terms of any such grant. CONTRACTOR. Pursuant to RFP section 2.0, Additional Notes (D), CONTRACTOR understands that requirements in said SLIB grant must be complied with by Laramie County and agrees to fully cooperate in maintaining said compliance.

D. CONTRACTOR agrees and understands that work pursuant to this agreement can be commenced only after repair or replacement of skylights on the historic Courthouse roof is completed and further, that work on the re-roofing pursuant to this agreement should begin in the spring of 2015.

E. Pursuant to RFP section 2.0, Additional Notes (A), CONTRACTOR is agreeing to comply with all applicable federal and state statutes and regulations as well as local ordinances. CONTRACTOR recognizes and agrees that this includes, but is not limited to, its responsibility to acquire any permits from the city of Cheyenne required for its work pursuant to this agreement.

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

1.) A Change Order shall be based upon agreement among the Owner and Contractor an order for a minor change in the Work may be issued by the Laramie County Director of Maintenance. A minor change is defined as a change not substantially affecting the overall contract price.

2.) Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, for a minor change in the Work.

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

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

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

G. Pursuant to Wyoming Statute 16- 6-116 CONTRACTOR shall be responsible for required notices prior to final payment. W.S. 16- 6-116 states as follows:

“When any public work is let by contract the commission, board or person under whose direction or supervision the work is being carried on and conducted and upon whose approval intermediate and final estimates are paid for the construction of the work, forty (40) days before the final estimate is paid, shall cause to be published in a newspaper of general circulation, published nearest the point at which the work is being carried on, once a week for three (3) consecutive weeks, and also to post in three (3) conspicuous places on the work, a notice setting forth in substance, that the commission, board or person has accepted the work as completed according to the plans and specifications and rules set forth in the contract between the commission, board or person and the contractor, and that the contractor is entitled to final settlement therefor. The notice shall also set forth that upon the 41st day (and the notice shall specify the exact date) after the first publication of the notice the commission, board or person under whose direction or supervision the work has been carried on will pay to the contractor the full amount due under the contract. This section does not relieve the contractor and the sureties on his bond from any claims for work or labor done or materials or supplies furnished in the execution of the contract.”

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

“In all formal contracts entered into by any person with the state, or any department or commission thereof, or with any county, city, town, school district, high school district, or other public corporation of this state, for the construction of any public building, or the prosecution and completion of any public work, or for repairs upon any public building or public work, no final payment shall be made until the person files with the officer, department or commission of the state, or with the clerk of the county, city, town or school district, or with a similar officer of any other public corporation by which the contract has been made, a sworn statement setting forth that all claims for material and labor performed under the contract have been and are paid for the entire period of time for

which the final payment is to be made. If any claim for material and labor is disputed the sworn statement shall so state, and the amount claimed to be due the laborer shall be deducted from the final payment and retained by the state, county, city, town or school district authority or public corporation until the determination of the dispute, either by judicial action or consent of the parties, and then paid by the agent or agency to the persons found entitled thereto."

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

## **VI. GENERAL PROVISIONS**

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

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

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

D. Entire Agreement: This Agreement (7 pages), Exhibit 1 (15 pages), Exhibit 2 (4 pages) and Exhibit 3 (1 page) represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

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

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

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

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

I. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

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

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

L. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

M. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry insurance and bonding sufficient to

cover its obligations as indicated herein and Exhibit 2 and provide COUNTY with proof of such insurance.

N. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

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

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

Q. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be effected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. Except as otherwise provided herein, this provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

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

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**RE-ROOFING AGREEMENT**  
**LARAMIE COUNTY, WYOMING /FRONT RANGE ROOFING SYSTEMS LLC**

**Signature Page**

LARAMIE COUNTY, WYOMING

By: \_\_\_\_\_ Date \_\_\_\_\_  
Amber Ash, Chairman, Laramie County Commissioners


ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Debbye Lathrop, Laramie County Clerk

CONTRACTOR: Front Range Roofing Systems, LLC

By: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  \_\_\_\_\_  
For: Mark Voss  
Laramie County Attorney

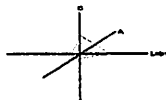
Date 3-11-15



**CA Labs**  
Dedicated to  
Quality

**Crisp Analytical, L.L.C.**

1929 Old Denton Road  
Carrollton, TX 75006  
Phone 972-242-2754  
Fax 972-242-2798



**CA Labs, L.L.C.**

12232 Industripex, Suite 32  
Baton Rouge, LA 70809  
Phone 225-751-5632  
Fax 225-751-5634

**Materials Characterization - Bulk Asbestos Analysis**

**Laboratory Analysis Report - Polarized Light**

**Asbestos & Technical Services**

P.O. Box 2574  
Cheyenne, WY 82003

Attn: David Blackwell

Customer Project: Courthouse - ~~800~~ W 19th

Reference #: CAL14107917RO

Date: 10/29/2014

**Analysis and Method**

Summary of polarizing light microscopy (PLM / Stereomicroscopy bulk asbestos analysis) using the methods described in 40CFR Part 763 Appendix E to Subpart E (Interim and EPA 600 / R-93 / 116 (Improved)). The sample is first viewed with the aid of stereomicroscopy. Numerous liquid slide preparations are created for analysis under the polarized microscope where identifications and quantifications are performed. Calibrated liquid refractive oils are used as liquid mounting medium. These oils are used for identification (dispersion staining). A calibrated visual estimation is reported, should any asbestiform mineral be present. Other techniques such as acid washing are used in conjunction with refractive oils for detection of smaller quantities of asbestos. All asbestos percentages are based on calibrated visual estimation traceable to NIST standards for regulated asbestos. Traceability to measurement and calibration is achieved by using known amounts and types of asbestos from standards where analyst and laboratory accuracy are measured. As little as 0.001% asbestos can be detected in favorable samples, while detection in unfavorable samples may approach the detection limit of 0.50% (well above the laboratory definition of trace).

**Discussion**

Vermiculite containing samples may have trace amounts of actinolite-tremolite, where not found by PLM should be analyzed using TEM methods and / or water separation techniques. Suspected actinolite/vermiculite presence will be indicated through the sample comment section of this report.

Fibrous talc containing samples may even contain a related asbestos fiber known as anthophyllite. Under certain conditions the same fiber may actually contain both talc and anthophyllite (a phenomenon called intergrowth). Again, TEM detection methods are recommended. CA Labs PLM report comments will denote suspected amounts of asbestiform anthophyllite with talc, where further analysis is recommended.

Some samples (floor tiles, surfacings, etc.) may contain fibers too small to be detectable by PLM analysis and should be analyzed by TEM bulk protocols.

A "trace asbestos" will be reported if the analyst observes far less than 1% asbestos. CA Labs defines "trace asbestos" as a few fibers detected by the analyst in several preparations and will indicate as such under these circumstances.

Quantification of <1% will actually be reported as ≤1% (allowable variance close to 1% is high). Such results are ideal for point counting, and the technique is mandatory for friable samples (NESHAP, Nov. 1990 and clarification letter 8 May 1991) under 1% percent asbestos and the "trace asbestos". In order to make all initial PLM reports issued from CA Labs NESHAP compliant, all <1% asbestos results (except floor tiles) will be point counted at no additional charge.

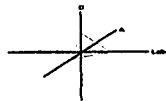
**Qualifications**

CA Labs is accredited by the National Voluntary Accreditation Program (NVLAP) for selected test methods for airborne fiber analysis (TEM), and for bulk asbestos fiber analysis (PLM). CA Labs is also accredited by AIHA LAP, LLC. in the PLM asbestos field of testing for Industrial Hygiene. All analysts have a college degree in a natural science (geology, biology, or environmental science) or are recognized by a state professional board in one of these disciplines. Extensive in-house training programs are used to augment education background of the analyst. The group leader of polarized light has received supplemental McCrone Research training for asbestos identification. Analysis performed at Crisp Analytical Labs, LLC 1929 Old Denton Road Carrollton, TX 75006

Dallas NVLAP Lab Code 200349-0 TEM/PLM    EPA H20 TX 01402    TDH 30-0235  
AIHA LAP, LLC Laboratory #102929

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**Crisp Analytical, L.L.C.**  
1929 Old Denton Road  
Carrollton, TX 75006  
Phone 972-242-2754  
Fax 972-242-2798



**CA Labs, L.L.C.**  
12232 Industriplex, Suite 32  
Baton Rouge, LA 70809  
Phone 225-751-5632  
Fax 225-751-5634

## Overview of Project Sample Material Containing Asbestos

<b>Customer Project:</b>		Courthouse - 910 W 19th		<b>CA Labs Project #:</b>	CAL14107917RO
Sample #	Layer #	Analysts Physical Description of Subsample	Asbestos type / calibrated visual estimate percent	List of Affected Building Material Types	
LC-3	3-1	<i>Flashing/ silver surfaced various black tar and black felt layers</i>	<b>3% Chrysotile</b>	<b><i>silver surfaced various black tar and black felt layers</i></b>	

Dallas NVLAP Lab Code 200349-0 TEM/PLM    EPA H20 TX 01402    TDH 30-0235  
**AIHA LAP, LLC Laboratory #102929**

### **Glossary of abbreviations (non-asbestos fibers and non-fibrous minerals):**

ca - carbonate	pe - perlite	fg - fiberglass	pa - palygorskite (clay)
gypsum - gypsum	qu - quartz	mw - mineral wool	
bi - binder		wo - wollastinite	
or - organic		ta - talc	
ma - matrix		sy - synthetic	
mi - mica		ce - cellulose	
ve - vermiculite		br - brucite	
ot - other		ka - kaolin (clay)	

This report relates to the items tested. This report is not to be used by the customer to claim product certification, approval or endorsement by NVLAP, NIST, AIHA LAP, LLC, or any other agency of the federal government. This report may not be reproduced except in full without written permission from CA Labs. These results are submitted pursuant to CA Labs' current terms and sale, condition of sale, including the company's standard warranty and limitations of liability provisions and no responsibility or liability is assumed for the manner in which the results are used or interpreted. Unless notified in writing to return the samples covered by this report, CA Labs will store the samples for a period of ninety (90) days before discarding. A shipping or handling fee may be assessed for the return of any samples.

**CA Labs**  
Dedicated to  
Quality

**Crisp Analytical, L.L.C.**  
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**CA Labs, L.L.C.**  
12232 Industripex, Suite 32  
Baton Rouge, LA 70809  
Phone 225-751-5632  
Fax 225-751-5634

## Polarized Light Asbestiform Materials Characterization

**Customer Info:** Attn: David Blackwell  
**Asbestos & Technical Services**  
P.O. Box 2574  
Cheyenne, WY 82003

**Customer Project:**

**CA Labs Project #:**  
CAL14107917RO

Phone # 307-631-0625

Fax #

Courthouse - 910 W 19th  
**Turnaround Time:**  
24 Hour

**Date:** 10/29/2014

**Samples Received:** 10/28/14 10:30am

**Date Of Sampling:** None Given

**Purchase Order #:**

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
LC-1		1-1	<i>Top Layer/ black rolled roofing with white gravel</i>	y	<b>None Detected</b>	8% ce	92% qu,bi
		1-2	<i>various black tar and black felt layers</i>	n	<b>None Detected</b>	12% ce 6% fg	82% qu,bi
		1-3	<i>brown fibrous paneling</i>	y	<b>None Detected</b>	100% ce	
		1-4	<i>yellow foam</i>	y	<b>None Detected</b>		100% qu,ca
LC-2		2-1	<i>Bottom Layer/ black tar and black felt layers</i>	n	<b>None Detected</b>	14% ce	86% qu,bi
		3-1	<i>Flashing/ silver surfaced various black tar and black felt layers</i>	n	<b>3% Chrysotile</b>	12% ce 8% fg	77% qu,bi

Dallas NVLAP Lab Code 200349-0 TEM/PLM EPA H20 TX 01402 TDH 30-0235

### AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)

Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for  
identification of asbestos types by dispersion staining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gypsum - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastinite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:



Julio Robles  
Analyst

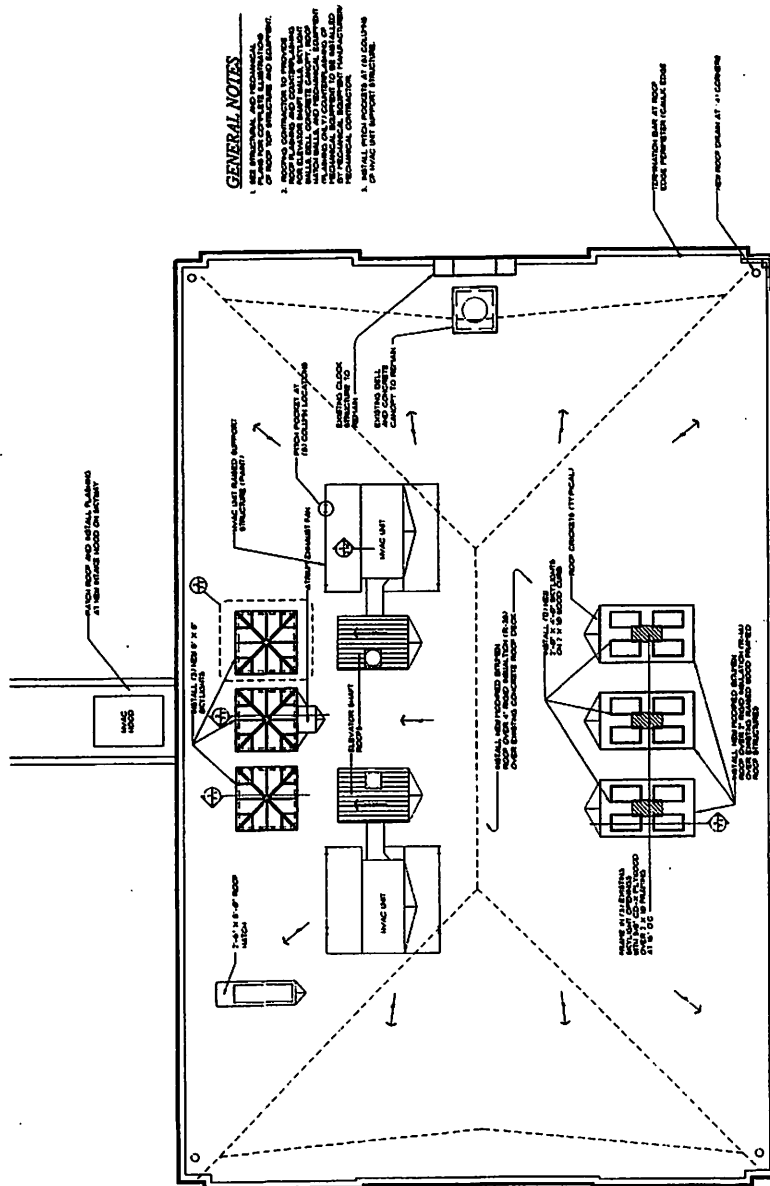


QAC  
Leslie Crisp, P.G.

Technical Manager  
Chad Lytle

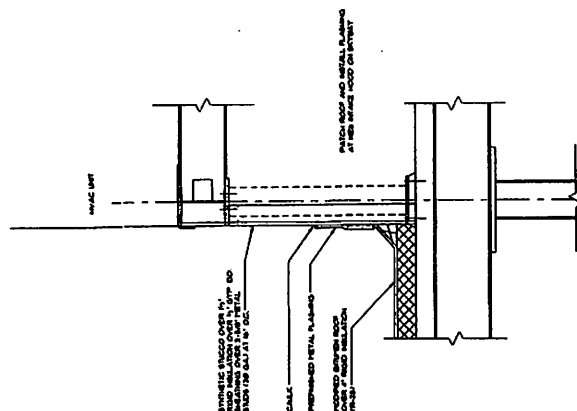
1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
2. Fire Damage no significant fiber damage effecting fibrous percentages
3. Actinolite in association with Vermiculite
4. Layer not analyzed - attached to previous positive layer and contamination is suspected
5. Not enough sample to analyze

6. Anthophyllite in association with Fibrous Talc
7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested



### LEGEND

**IMPORTANT NOTE**  
ROOF DEMOLITION CONTRACTOR RESPONSIBLE FOR TEMPORARY  
WEATHERTIGHT CONDITIONS OF ENTIRE ROOF DECK DURING DEMOLITION  
WORK (INCLUDING ROOF DECK REMOVAL) THROUGH INITIATION OF  
INSTALLATION OF NEW ROOF

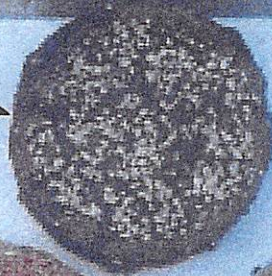


SECTION 3.10



# Core Sample

Modified →



Wood  
Fiber →



Spring Type  
Insulation



Wood  
Fiber





**REQUEST FOR PROPOSAL**  
**For**  
**Reroofing Historic Courthouse with a Ketone Ethylene Ester (KEE)**  
**membrane roofing system.**

**Closing Date: November 7, 2014**

**Purpose of RFP**

**Laramie County is soliciting competitive sealed proposals from qualified commercial roofing contractors to replace roof on the Historic Courthouse.**

**Table of Contents**

**Sections**

- 1.0 Purpose & Overview
- 2.0 Scope of Services
- 3.0 General Terms & Conditions
- 4.0 Submittal Requirements
- 5.0 Disclosures

**Attachments**

- Proposal Page
- Conflict of Interest Form
- Officers & Significant Stakeholders Form

## **1.0 PURPOSE & OVERVIEW**

Laramie County is soliciting competitive sealed proposals from qualified commercial roofing contractors to replace roof on the Historic Courthouse. Existing features on roof include HVAC equipment, skylight assemblies, and historic bell and clock, and these will continue as features on the new roof. This is a public building with activity at all entrances during courthouse business hours.

## **2.0 SCOPE OF SERVICES-**

Description of Work: Remove and replace existing roof system with a new fully-adhered Ketone Ethylene Ester (KEE) membrane roofing system ASTM D6754 including adhered insulation and related metal work for the Historic Courthouse located at 310 West 19<sup>th</sup> Street, Cheyenne, WY 82001.

Scope of Work: Supply all materials and labor necessary to remove and dispose of existing roof system. Supply all materials and labor necessary to install new adhered KEE membrane roofing system including adhered insulation and related metal work for Historic Courthouse, as specified below and required by membrane roofing manufacturer to obtain specified warranties.

### Building Materials:

- Ketone Ethylene Ester (KEE) membrane roofing meeting ASTM D6754; 50 mil xt in manufacturers standard, (Off-white color).
- Cover board, ½" minimum thickness or greater if required by membrane roofing manufacturer for warranty.
- Insulation-Polyisocyanurate, 5" minimum base layer thickness, in two layers.
- Tapered/cricket insulation polyisocyanurate, ¼" minimum slope
- Adhesive as required by membrane roofing manufacturer.
- Walkway pads by membrane roofing manufacturer, hot air welded to the membrane roofing material.
- All other accessories as required by membrane roofing manufacturer for a complete system.
- 24 gauge prefinished metal fascia/coping with cleat, color to closely match existing.

### Construction Specifications:

- Furnish written guarantee from roof membrane manufacturer for twenty (20) year full system no dollar limit warranty covering all materials and labor installed under this contract. This includes all accessories, metal flashings, and fascia/coping. Warranty shall specifically state that installed system is warrantied against damage by wind speeds up to and including 100 miles per hour and by 1.5" diameter hail.
- Provide manufacturer pre-job inspection, 10% project completion inspection, 50% project completion inspection, and final completion inspection. Submit manufacturer inspection reports to Laramie County.

- Participate in pre-construction and progress meetings as requested.
- Remove and dispose of all existing roof materials down to the concrete deck.
- Remove and dispose of all existing metal fascia/coping.
- Prepare existing concrete roof deck as required by membrane roofing manufacturer
- Fully adhere all insulation, tapered insulation and cover board as required by membrane roofing manufacturer. Mechanical attachment of the insulation, tapered insulation and cover board is not allowed.
- Install tapered insulation to slope of roof to all existing drains. Ponding water will not be accepted.
- Install cricket insulation on upslope side of all skylights and HVAC equipment and bell to provide positive drainage.
- Fully adhere KEE membrane roofing to cover board. Install perimeter membrane sheets and mechanical fasteners around the perimeter of the building as required by membrane roofing manufacturer for the warranty.
- Install 4 mechanically fastened peel stops, perimeter sheets, 37" rolls around the buildings perimeter. They will be anchored to the concrete deck.
- Fully adhere membrane to equipment and skylight curbs and parapets and terminate membrane as required by membrane roofing manufacturer.
- Install a minimum of 350 linear feet of hot air welded walkway pads from roof access hatch. Include wrapping around all HVAC equipment.
- Install new metal fascia/coping.

Additional Notes:

- Bidders shall visit the site and carefully examine the areas in question as to conditions that may affect proper execution of the work.
- All dimensions and quantities shall be determined or verified by the contractor
- No claims for extra costs will be allowed because of lack of full knowledge of the existing conditions unless agreed to in advance with Laramie County or Laramie County's representative.
- Lump sum base bid. The bidder agrees to accept as full payment, as herein specified, bid based upon the undersigned's own estimate of quantities and costs.

A. The respondent shall provide the following information for each proposed system:

1. A complete proposal including all related costs for providing the equipment, supplies and installation as outlined above.
2. Delivery of all equipment, supplies, and installation.
3. Enter into a written contract for work with Laramie County.
4. Contractor shall comply with all applicable Federal and State statutes and regulations as well as local ordinances.

B. The person or persons provided by the respondent to complete work shall be fully qualified to provide said services.



- C. All work provided by the respondent shall be in conformance with local, State and Federal rules and regulations.
- D. All equipment shall be responsive to the needs of the County, shall be performed in accordance with County programs, policies and procedures, and shall utilize appropriate methods and techniques.
- E. All records, including digital information, video tapes and audio tapes, related to the contract services performed for the County shall be subject to the Wyoming Public Records Laws and shall be maintained and made available in accordance with those laws and public records policies and procedures of the County. Records shall be made available to the County without question upon request of the County, in accordance with the requirements of law. Citizen requests for such records shall be processed through the County. All records, including all types of electronic records, related to the contract and services performed there under shall be the property of the County at the end of the contract, or at the end of the County's fiscal year, or upon demand of the County, whichever occurs first. The County shall specify the minimum records to be maintained by the respondent. The respondent may maintain additional records at its discretion.

### **3.0 GENERAL TERMS & CONDITIONS**

#### **3.1 RFP Closing Date**

Proposals must be received by the Laramie County Maintenance Department at 309 West 20<sup>th</sup> Street, Suite 1900, Cheyenne, Wyoming 82001 no later than **3:00 p.m., local time, on November 7, 2014**. Proposals received after this time will not be considered. Tours of the proposed site can be arranged providing the tour has been scheduled in advance with the Laramie County Maintenance Manager.

#### **3.2 Delivery of Proposals**

All proposals shall be sealed and delivered or mailed to (faxes and emails will not be accepted):

Chris Wegner, Building Manager  
309 West 20<sup>th</sup> Street, Suite 1900  
Cheyenne, WY 82001  
307-633-4341 or  
307-633-4388

#### **3.3 Pre-proposal Information**

No specific pre-proposal meeting will be held. Each respondent shall contact the Laramie County Maintenance Manager to discuss the proposal with the County if needed and for tours.

#### **3.4 Public RFP Opening**

Only the names of the firms submitting proposals will be read aloud at the RFP opening. The proposals will be available for inspection during normal business hours in the Laramie County Maintenance Department within three (3) working days of the closing date, by appointment.

A complete tabulation of proposals will be available after it is completed.

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the Laramie County Maintenance Department in Cheyenne at, (307) 633-4341 at least five (5) days prior to the date.

### **3.6 Proposal Form**

- A. See **Submittal Requirements** for complete details.
- B. Each respondent shall submit THREE (3) complete sets of the proposal form, one marked "ORIGINAL" and TWO (2) marked "COPY". The proposal shall be submitted on an exact copy of the attached proposal form
- C. The proposal form must be signed by an official authorized to legally bind the respondent to all RFP provisions contained herein.
- D. Terms and conditions differing from those in this RFP may be cause for disqualification of the proposal.

### **3.7 Questions Concerning RFP**

Questions concerning any portion of this RFP should be directed in writing to the Laramie County Maintenance Manager named below, who shall be the official point of contact for this RFP. Mark cover page or envelope(s) "Questions on Historic Courthouse Roof." Submit questions to:

Chris Wegner  
Laramie County Maintenance Manager  
309 W. 20<sup>th</sup> Street, Suite 1900  
Cheyenne, WY 82001  
307-633-4341

### **3.8 Clarification and Addenda**

It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable) through the Manager 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.

If it becomes necessary 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 any addenda.**

### **3.9 Award**

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. In addition, the County at its sole discretion, reserves the right to cancel this RFP, to modify the quantities of product we purchase, 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.

### **3.10 Contract**

The contents of this RFP and all provisions of the successful proposal deemed pertinent by the County may be incorporated into a contract and become legally binding. A separate contract document will be issue.

The County Commissioners are the sole Contracting Officer for Laramie County, Wyoming, and only he/she or his/her designee is authorized to make changes to any contract.

The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Price Agreement. The County shall not be responsible for any order, change, substitution or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement or change order, the respondent should promptly contact the Laramie County Maintenance Manager at (307)633-4341.

### **3.11 Disclosure of RFP Content**

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any proposal does not affect this right.

### **3.12 Respondent's Responsibility**

A respondent, by submitting a proposal represents that:

- A. The respondent has read and understands the RFP in its entirety that and the proposal is made in accordance therewith, and

- B. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County, and;
- C. Before submitting a proposal, each respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by Laramie County upon which the respondent will rely. If the respondent receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief.

### **3.13 Payment Terms**

The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.

### **3.14 Conflict of Interest Disclosure Form**

All respondents shall complete and have notarized the attached disclosure form of any potential conflict of interest that the respondent may have due to ownership, other clients, contracts, or interest associated with this project.

### **3.15 Minor Irregularities**

The County reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.

### **3.16 Deviations**

All proposals must clearly and with specific detail, note all deviations to the exact requirements imposed upon the respondent by the General Terms & Conditions. Such deviations must be stated upon the Proposal Form; otherwise Laramie County will consider the subject proposals as being made in strict compliance with said General Terms & Conditions to respondents; the respondent being held therefore accountable and responsible. Respondents are hereby advised that Laramie County will only consider proposals that meet the exact requirements imposed by the General Terms & Conditions; except, however, said proposals may not be subject to such rejection where, at the sole discretion of Laramie County, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the RFP process by affecting the amount of the proposal such that an advantage or benefit is gained to the detriment of the other respondents.

### **3.17 Waiver of Claims**

Once this contract expires, or final payment has been requested and made, the awarded respondent shall have no more than 30 calendar days to present or file any claims against the County concerning this contract. After that period, the County will consider the respondent to have waived any right to claims against the County concerning this agreement.

### **3.18 Selection Criteria**

Each proposal shall be evaluated using the following criteria:

1. Proper submittal of **ALL** documentation as required by this proposal
2. Overall scope and quality of the proposed project
3. Meeting or exceeding the requirements of the RFP
4. Quality and compatibility of the work proposed
5. Ability to accomplish project in a timely manner
6. The benefits to Laramie County as it pertains to:
  - a. Related experience in the areas covered in the RFP
  - b. Past record of performance on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work and ability to meet schedules
  - c. Experience, ability and overall quality of past and current projects

### **3.19 Termination / Cancellation of Contract**

The County reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice. Termination or cancellation of the contract will not relieve the respondent of any obligations for any deliverables entered into prior to the termination of the contract (i.e. reports, materials, statements of accounts, etc., required and not received). Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract.

### **3.20 Incurred Expenses**

This RFP does not commit Laramie County to award a contract. Nor shall Laramie County be responsible for any cost or expense which may be incurred by the respondent in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the respondent prior to the execution of a contract agreement.

### **3.21 Presentations by Respondents**

Laramie County, at its sole discretion, may ask individual respondents to make oral presentations and/or demonstrations without charge to the County.

The County reserves the right to require any respondent to demonstrate to the satisfaction of the County that the respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the contract. The demonstration must satisfy the County and the County shall be the sole judge of compliance.

Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

### **3.22 Minimum Specifications**

The specifications listed in the Scope of Service are the minimum required performance specifications for this RFP. They are not intended to limit competition nor specify any particular respondent, but to ensure that the County receives quality services.

### **3.23 Respondent's Personnel**

The respondent shall be responsible for ensuring that its employees, agents and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position. The respondent certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended. During the performance of the contract, the respondent agrees to the following:

The respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the respondent.

The respondent agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The respondent, in all solicitations or advertisements for employees placed by or on behalf of the respondent, shall state that such respondent is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. The respondent shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each respondent or vendor. The respondent and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended. Any information concerning the County, its products, services, personnel, policies or any other aspect of its business learned by the respondent or personnel furnished by the respondent in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the respondent or any employee or agents of the respondent or personnel furnished by the respondent, without the prior written consent of the County.

### **3.24 Claim Notice**

The respondent shall immediately report in writing to the County's designated representative or agent any incident which might reasonably be expected to result in any claim under any of the coverage mentioned herein. The respondent agrees to cooperate with the County in promptly

releasing reasonable information periodically as to the disposition of any claims, including a resume' of claims experience relating to all respondent operations at the County project site.

### **3.25 Proposal Acceptance/Rejection**

The County reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the County.

## **4.0 SUBMITTAL REQUIREMENTS**

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluating of the proposal. Proposals shall be organized and sections tabbed in the following order. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All proposals shall include at minimum:

### **Tab 1 – Respondent's Profile**

A brief profile of the firm, including:

1. A brief history of the company
2. Organizational structure
3. Ownership interests
4. Active business venue (counties, states, etc.)
5. Present status and projected corporate direction
6. The firm's overall qualifications to provide a summary of equivalent services as the Scope of Work.

### **Tab 2 - Completed Proposal Form (use attached form)**

### **Tab 3 – References**

List at least three (3) recent references where the equivalent projects have been conducted within the past five years.

### **Tab 4 – Conflict of Interest Disclosure Form**

All respondents shall properly complete, have notarized and attach with their proposal the attached notarized disclosure statement. The Officers and Significant Stakeholders form shall also be completed and be submitted behind this tab.

### **Tab 5 - Other Information**

Include any additional information you believe will assist the County in the selection process of qualified respondents. Please be succinct.

## 5.0 Disclosures

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 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 vendor to permit the vendor to defend the proprietary nature of the information.

If a respondent discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in this document, the respondent shall immediately notify the issuing office. If a respondent fails to notify the issuing office of any error, ambiguity, conflict, discrepancy, exclusionary specifications, or omission, 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.

The successful respondent will be expected to enter into a contract with Laramie County upon terms acceptable to the County.

Following the award of the contract, responses to this proposal are subject to release as public information unless specific parts of the response can be shown to be exempt from the laws of the State of Wyoming. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. Laramie County assumes no obligation or responsibility for asserting legal arguments on behalf of potential respondents.

If a respondent believes that parts of a proposal are confidential then the respondent must so specify. 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 must 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. All parts of proposals, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful proposal may be considered public information even though parts are marked confidential.

Proposals must be signed by a person authorized to commit the respondent to provide the services requested in this RFP. Submission of a signed proposal will be interpreted to mean the respondent has agreed to all terms and conditions set forth in all of the sheets which make up this RFP.

Laramie County accepts no obligations for the costs incurred in responding to this RFP in anticipation of being awarded a contract. Laramie County reserves the right to reject any and all submitted proposals. It is understood that all proposals become the property of Laramie County



and will be available for public inspection. No obligation is made by retention of these proposals, nor is Laramie County committed to awarding a contract as a result of this RFP.

Each respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this proposal. Examples of potential conflicts may include an existing business or personal relationship between the respondent, its principal or any affiliate or subcontractor, with Laramie County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the respondent, the principals, or an affiliate or subcontractor, with any employee of Laramie County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict should be disclosed. Failure to disclose any such relationship or reveal personal relationships with Laramie County employees may be cause for contract termination. Laramie County will decide if an actual or perceived conflict should result in proposal disqualification. By submitting a response to this RFP, all respondents affirm that they have not given, nor intend to give, any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, tip, favor, or service to a Laramie County employee or representative in connection with the procurement.

Preference will be given to materials, supplies, equipment, machinery, provisions, and/or services offered by Wyoming resident respondents, quality being equal to articles or services offered by competitors outside the State of Wyoming.

Preference will be given Wyoming respondents for any contractual service(s). The contract shall be let to the responsible resident making the lowest proposal, if such resident's proposal is not more than five percent (5%) higher than that of the lowest responsible nonresident respondent.

Resident laborers, workmen and mechanics shall be used upon all work under the contract whenever possible. Wyoming materials and products of equal quality and desirability shall have preference over materials or products produced outside the State of Wyoming (W.S. 16-6-101 *et seq.*), as amended. Respondents claiming preferential consideration shall attach appropriate proof of Wyoming residency.

### **Sovereign Immunity**

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 RFP or by entering into any subsequent agreement. 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 or any subsequent agreement.

### **Indemnification**

To the fullest extent permitted by law, the successful respondent agrees to indemnify and hold harmless Laramie County, its appointed officials, elected officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with any work performed by or on behalf of respondent for Laramie County pursuant to any agreement with Laramie County.

**Termination**

The selection may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of the RFP or any subsequent agreement; (b) by either party, with thirty days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

**Force Majeure**

Neither the respondent nor Laramie County shall be liable to perform under this RFP or subsequent 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.

The submission of a proposal shall be considered acceptance to all the terms and conditions provided herein and in the various proposal documents, unless specifically noted otherwise in the proposal.

## PROPOSAL FORM

TO:

Chris Wegner  
Maintenance Manager  
309 W. 20<sup>th</sup> Street, Suite 1900  
Cheyenne, WY 82001  
(307)633-4341

The undersigned hereby declares that [firm name] \_\_\_\_\_

\_\_\_\_\_ have carefully examined the specifications to furnish: RFP Historic Courthouse Roof for which proposals were advertised to be received **no later than 3:00 p.m., local time, November 7, 2014** and further declare that [firm name] \_\_\_\_\_

\_\_\_\_\_ will furnish the said work according to specifications.

### Proposed Cost

Total Estimated Cost for Project: \$ \_\_\_\_\_

The above prices are all inclusive; County shall pay no other forms of compensation. The County reserves the right to add additional related services that were not known at the time of the publishing of this RFP to any resulting contract, upon negotiations with awarded contractors that is mutually agreeable.

Have you supplied the Submittal Requirements outlined above? \_\_\_\_\_ YES \_\_\_\_\_ NO

Laramie County reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Request for Proposals and, that I as the respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RFP.

Company \_\_\_\_\_

By \_\_\_\_\_ (Print name)

Signature \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

DUNS# \_\_\_\_\_ Fed. I.D. # \_\_\_\_\_

**CONFLICT OF INTEREST & DISCLOSURE FORM**  
I HEREBY CERTIFY that

I (*printed name*) \_\_\_\_\_  
am the (*title*) \_\_\_\_\_  
and the duly authorized representative of the firm of (*Firm Name*) \_\_\_\_\_  
whose address is \_\_\_\_\_

And I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

Neither the business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision of the Building Code Regulations of Laramie County, nor has any outstanding past due debt to Laramie County; and,

This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public - State of \_\_\_\_\_

My Commission expires \_\_\_\_\_

(Printed, typed or stamped commissioned name of Notary Public)