

**CONSTRUCTION SERVICES CONTRACT
BETWEEN
LARAMIE COUNTY, WYOMING & SAMPSON CONSTRUCTION CO., INC.**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, (“COUNTY”) and Sampson Construction Co., Inc. 2701 Westland Ct. Cheyenne, WY 82001 (“CONTRACTOR”). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to provide for the construction of a New Senior Activity Center.

II. TERM

This Agreement shall commence on the date of the last signature affixed hereto and remain in full force and effect until substantial completion and the end of the One (1) Year Warranty period or terminated as provided herein. The time-period for Construction Services shall not be more than **November 30, 2024**, according to the “Request for Proposal” (RFP) attached hereto as Exhibit A or such time as extended for additional construction services as mutually agreed upon.

III. PAYMENT

A. Payment for work performed shall be made in accordance with the “Request for Proposal” (RFP) attached hereto as Exhibit A, and fully incorporated herein. Absent any mutual agreement or change order executed between the parties, the cost for the work shall not exceed **Seven million eight hundred five thousand (\$7,805,000.00)** dollars.

B. CONTRACTOR shall bill COUNTY at the end of each month for services performed throughout the month by a properly executed and detailed pay application according to the construction specifications. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

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

IV. INSURANCE AND BONDS

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

B. The County will require the Contractor to obtain insurance, and provide certificates

and policies, to the County's satisfaction per Exhibit C included herein.

V. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall construct a **New Senior Activity Center** in accord with all plans and specifications dated July 14, 2023, as included in the RFP, and requirements in Exhibit A and as reflected in CONTRACTOR's assertions in its "Bid Form" also attached hereto as Exhibit B and fully incorporated herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VI. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

M. **Indemnification:** To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses for claims for personal injury or property damage 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 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 I and provide COUNTY with proof of such insurance.

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

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

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

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

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

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BETWEEN
LARAMIE COUNTY, WYOMING & SAMPSON CONSTRUCTION CO., INC.**

Signature Page

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

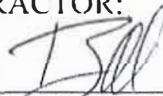
LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Laramie County Clerk

CONTRACTOR:

By:  _____ Date 10/9/23
Ben Huck, Vice President
Authorized Representative

REVIEWED AND APPROVED AS TO FORM ONLY:

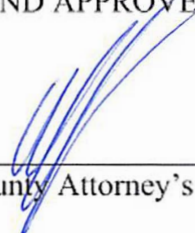
By:  _____ Date 10/10/23
Laramie County Attorney's Office

Exhibit A

REQUEST FOR PROPOSALS

July 20, 2023

New Senior Activity Center

East Pershing Boulevard
Cheyenne, Wyoming 82001

Proposals Are Due On Or Before:

August 21, 2023
2:00 PM MDT



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TABLE OF CONTENTS

DESCRIPTION OF WORK.....	3
BID OPENING	3
BIDDING DOCUMENTS.....	3
CLARIFICATION AND INTERPRETATION OF BID DOCUMENTS.....	3
REQUEST TO USE ALTERNATES	3
ADDENDA	3
ACCESS TO PROJECT SITE	4
BID SECURITY (REQUIRED IF BID EXCEEDS \$7,499.00 W.S. 16-6-112)	4
SCHEDULE OF ACTIVITIES.....	4
SUBMISSION OF BIDS.....	4
MODIFICATION OR WITHDRAWAL OF BID PRIOR TO BID OPENING	5
CONSIDERATION OF BIDS	5
WYOMING SALES AND USE TAX.....	6
AVAILABILITY OF FUNDS	6
PREFERENCE TO WYOMING CONTRACTORS, LABORERS, MATERIALS AND PRODUCTS	6
WAGE RATE GUIDELINES.....	7
PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND (REQUIRED IF BIDS EXCEED \$7,499.00).....	8
ACTIONS NEEDED TO PRESERVE RIGHTS OF PROPOSED SUBCONTRACTORS AND MATERIAL SUPPLIERS UNDER BOND OR GUARANTEE (W.S. 16-6-121 AND W.S. 29-2-110)	8
AWARD OF THE CONTRACT	8
TIME OF COMPLETION/LIQUIDATED DAMAGES.....	8

Notice is hereby given that Laramie County, hereinafter referred to as "owner" will receive sealed bid proposals for the **New Laramie County Senior Activity Center** at the Cheyenne Housing Authority, 3304 Sheridan Street, Cheyenne, Wyoming 82009,

DESCRIPTION OF WORK

The project includes the construction of a new 2-story building attached to the existing Foxcrest Senior Activity Center located on Cox Court. The new building is a steel-framed, masonry building which houses a kitchen and dining facility, activity spaces, offices as well as support spaces. Also included is associated site work.

BID OPENING

Such bid proposals will be received in paper format to the owner at the address noted above until 2:00 p.m. on August 21, 2023, then publicly opened and read aloud. Each proposal must conform to and be responsive to all the pertinent Contract and Bidding Document requirements.

A **non-mandatory pre-bid** inspection of the project site will be held at 10:00 am, August 10, 2023 starting at the Meeting Room at the Foxcrest Senior Activity Center, 4125 Cox Court, Cheyenne, Wyoming 82001.

BIDDING DOCUMENTS

A complete set of the Bid and Project Documents will be available on the Laramie County Website under Project Bid Information or online at <https://www.questcdn.com>. Bidders or sub-bidders having questions or requiring clarification of the procurement documents may contact Rande Pouppirt, AIA at Pouppirt Architects at rande@pouppirt.com.

CLARIFICATION AND INTERPRETATION OF BID DOCUMENTS

Bidders or sub-bidders having questions or requiring clarification of the procurement documents may contact Rande Pouppirt, AIA @ rande@pouppirt.com. Interpretations, corrections, and changes of the contract documents shall be made by Addendum. Interpretations, corrections and changes of the contract documents made in any other matter will not be binding, and bidders and sub-bidders shall not rely upon them. Addenda will be uploaded to the QuestCDN website and available for download to all plan holders.

REQUEST TO USE ALTERNATES

The materials, products, and equipment described in the Project Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed alternate. No alternate will be considered unless written request for approval has been submitted by the bidder and has been received by the Owner by no later than 5:00 P.M., August 17, 2023. The burden of the proof of the merit of the proposed alternate is upon the bidder. The owner's decision of approval or disapproval of a proposed alternate shall be final. If the Owner approves any proposed alternate, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

ADDENDA

Each bidder shall ascertain prior to submitting a bid that the bidder has received all Addenda issued, and the bidder shall acknowledge receipt on the Bid Form bound herein. All known plan holders will be forwarded any Addenda by email.

ACCESS TO PROJECT SITE

Before submitting a bid, the prime bidder must attend the pre-bid inspection to visit the site and thoroughly familiarize themselves with the conditions affecting the work. No extra payments will be allowed on account of extra work made necessary by failure to do so.

BID SECURITY (REQUIRED IF BID EXCEEDS \$7,499.00 W.S. 16-6-112)

Bid security in the amount of ten percent (10%) of the base bid will be required in the form of a Bid Bond, Cashier's Check or Certified Check payable to the owner. Security will be returned to unsuccessful bidders. Bid Bonds shall be AIA Document A310 (2010 Edition) or on a document that conforms with AIA Document A310, and so states in the printed body of the form.

All Bidders shall comply with current Wyoming Statutes, as amended. Title 16, City, County, State and Local Powers, Chapter 6: Public Property, including but not limited to preference for Wyoming laborers and materials, the five percent (5%) preference for resident contractors, limitations on subcontracting by resident contractors and certification of residency status.

It is the intent of Laramie County to complete the tenant finish as expeditiously and economically as possible. Time is of the essence. Cost is of the essence. All work on this project must be substantially completed by November 30, 2024.

SCHEDULE OF ACTIVITIES

	Activity	Date	Time (MST)
1.	RFP public advertising period	July 20 – August 21, 2023	2:00 PM
2.	Non-Mandatory pre-bid inspection of the project site.	August 10, 2023	10:00 AM
3.	Last day to submit questions concerning the RFP	August 17, 2023	5:00 PM
4.	Proposals due (one paper copy)	August 21, 2023	2:00 PM
5.	Award Notification	August 28, 2023	
6.	Project Start Date	August 31, 2023	
7.	Project Completion	November 30, 2024	

SUBMISSION OF BIDS

Bids will be received in paper format. One (1) signed paper copy of the bids will be accepted up to but no later than **August 21, 2023, 2:00 pm MDT** at which time they will be publicly opened and read aloud at the Office of the Cheyenne Housing Authority at 3304 Sheridan Street, Cheyenne, Wyoming 82009.

The paper copy shall be delivered or sent by mail to the following:

**Attn: Mr. Greg Hancock
Director
Cheyenne Housing Authority
3304 Sheridan Street
Cheyenne, Wyoming 82009
ghancock@cheyennehousing.org
307.633.8320**

Bids shall be completed on the BID FORM included in the specifications. Fill in all blank spaces for bid prices in ink or typewritten words. Total bid prices are to be written both by words and by figures; in case of conflict the written word will apply. The Bid Form MUST be signed in ink by the bidder or an officer of the bidder who is legally authorized to bind the bid. If erasures or other changes appear on the bid forms, each erasure or change must be initialed by the person signing the bid. Remarks should be shown as annotations to the bid. Bids which are determined to be at a variance with this requirement may not be accepted.

Bids forms and any other documents required to be submitted with the bid, shall be enclosed in a sealed envelope, and shall be clearly marked as follows:

NEW SENIOR ACTIVITY CENTER PROJECT
AUGUST 21, 2023, 2:00 P.M.
BIDDER'S NAME:
BIDDER'S ADDRESS:
BIDDER'S TELEPHONE NUMBER:

The bidder assumes full responsibility for timely delivery at the location specified for receipt of bids.

Bids received after the exact time noted above will be returned unopened to the bidder. Any bid modification received after the exact time noted will not be considered. Bids may be delivered in person, via United State mail or parcel service.

MODIFICATION OR WITHDRAWAL OF BID PRIOR TO BID OPENING

Bids which modify any of the provisions of the Bidding or Project documents will not be considered.

A bid that is in possession of the Cheyenne Housing Authority may be altered by letter or FAX bearing the signature or name of the person authorized for bidding, provided it is received prior to the date and time of the bid opening. A letter or FAX should not reveal the bid price but should indicate the addition, subtraction, or other change in the bid.

A bid that is in the possession of Laramie County may be withdrawn by the bidder up to the time of the bid opening.

Bids may not be modified, withdrawn, or canceled for forty-five (45) days after the bid opening date.

CONSIDERATION OF BIDS

Pursuant to W. S. 21-3-110 (viii) the owner shall reserve the right to reject any and all bids and to waive irregularities and informalities in the bidding without further obligation and to accept any bid deemed in the best interest of the Owner. The owner does not bind themselves in any way to accepting the low bid.

In case of error in the extension prices in the bid, the unit price will govern. In case of discrepancy between written and numerical figures, the written price will govern. This interpretation will apply to the Base Bid, Alternates, and any prices where written prices are indicated.

Among the reasons the owner may reject any bid is if any of the following required information is not provided, is incomplete, or is not submitted at the time required.

- 1) Bid Form
 - a. Acknowledgement of Addenda

- b. Base bid price
- c. Alternate bid price (if any)
- d. Unit prices (if any)
- e. Signature and company information
- 2) Bid Security
 - a. Appropriate form completed, signed, and witnessed
- 3) Proof of Residency
- 4) Qualification Form
- 5) List of Proposed Subcontractors

A bid recommended for rejection based upon a binding irregularity may be brought up for owner review prior to the approval of the recommended proposal being acted upon by the owner. The owner, following explanation of the circumstances of the irregularity, may elect to waive the bidding irregularity if it is found to be in the best interest of the owner.

All other requirements placed upon bidders in these specifications must be met at the time of the bid submission in the manner directed by the owner. The failure of the bidder to meet any of these additional requirements may also result in rejection of the bid.

WYOMING SALES AND USE TAX

Direct purchases of materials by the Owner are exempt from Wyoming Sales and Use Tax.

Contractors purchasing and consuming materials, equipment, and supplies for their performance of alterations, improvements or repairs of real property in contracts with Laramie County **are** subject to the Wyoming Sales and Use Tax.

AVAILABILITY OF FUNDS

Financial obligations of the Owner 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 Laramie County

PREFERENCE TO WYOMING CONTRACTORS, LABORERS, MATERIALS AND PRODUCTS

The following are pertinent sections of the Wyoming Statutes pertaining to the Preference to Wyoming Contractors, Laborers, Materials, and Products. Wyoming statutes will govern over all provisions state here. For further information, the complete statutes are available online at <http://legisweb.state.wy.us>.

A portion of W. S. 16-6-601. Definitions.

(a) As used in this act:

(i) "Resident" means a person, partnership, limited partnership, registered limited partnership, registered limited liability company or corporation **certified as a resident by the department of employment prior to bidding upon the contract or responding to a request for proposal**, subject to the following criteria:

(ii) "Office and place of business" means a headquarters or administrative center where business activities are conducted or controlled;

(iii) "This act" means W.S. 16-6-101 through 16-6-121.

A portion of W.S. 16-6-102. Resident contractors; preference limitations with reference to lowest bid; decertification; denial of application for residency.

The contract will be let to the responsible certified resident making the lowest bid if the certified resident's bid is not more than five percent (5%) higher than that of the lowest responsible non-resident bidder.

A portion of 16-6-102(a)

If a non-resident bidder submits the low bid, the amount will be multiplied by one point zero five (1.05) for comparison to the bids submitted by resident bidders. The bidder with the lowest adjusted bid will be considered the low bidder.

ALL RESIDENT AND NON-RESIDENT CONTRACTORS are required to register with the following:

- Secretary of State (307) 777-7378
- Department of Revenue (307) 777-7961
- Department of Workforce Services, Division of Unemployment Insurance (307) 235-3217
- Department of Workforce Services, Division of Workers' Compensation (307) 777-6763
- Department of Workforce Services, Division of Labor Standards (307) 777-7261

A portion of 16-6-103. Limitation on subcontracting by resident contractors.

A successful resident Bidder shall not subcontract more than thirty percent (30%) of the work covered by his contract to non-resident contractors.

A portion of 16-6-104. Preference for Wyoming labor and material required in contracts.

Resident Wyoming laborers, workmen and mechanics shall be used upon all work enumerated in W.S. 16-6-102 whenever possible and any contract let shall so provide. Wyoming materials and products of equal quality and desirability shall have preference over materials or products outside the state and any contract let shall so provide.

A portion of 16-6-106. Statement of Wyoming materials preference in requests for bids and proposals. All requests for bids and proposals for materials, supplies, agricultural products, equipment, machinery, and provisions for construction, maintenance and upkeep of every state, county, municipal, community college district or school district institution shall contain the words "preference is hereby given to materials, supplies, agricultural products, equipment, machinery, and provisions produced, manufactured, or grown in Wyoming, or supplied by a resident of the state, quality being equal to articles offered by the competitors outside of the state".

A portion of 16-6-203. Required resident labor on public works projects; exception.

Wyoming labor shall be used except other laborers may be used when Wyoming laborers are not available for employment from within the state or are not qualified to perform the work involved. A person required to employ Wyoming laborers may employ other than Wyoming laborers if that person informs the nearest state employment office of his employment needs and the state employment office certifies that the person's need for laborers cannot be filled from those listed as of the date the information is filed.

A portion of 16-6-110. Contract work hours.

Work shall be limited to no more than eight (8) hours in any one (1) calendar day, or forty (40) hours in any one (1) week. The employee may agree to work more than eight (8) hours per day or more than forty (40) hours per week provided the employee is paid at the rate of one and one-half (1-1/2) times the regularly establish hourly rate for all work in excess of forty (40) hours in any one (1) week.

Wage Rate Guidelines

No wage rate guidelines will be established for this project.

DISCRIMINATION

The owner hereby notifies all bidders that it will affirmatively ensure that minority business enterprises are afforded full opportunity to submit in response to this invitation, and are not discriminated against on the grounds of age, race, religion, color, sex, national origin or ancestry in consideration for award of contract.

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

A Performance Bond covering the faithful performance of the contract and a Labor and Material Payment Bond covering the payment of all obligations arising under this project, each equal to one hundred percent (100%) of the contract sum shall be furnished by the bidder prior to issuance of the Contract. All bonds must be executed by a corporate surety which (1) is licensed to transact business in the state of Wyoming; (2) is named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the U.S. Treasury Department and Contractor's bond for this Project is in compliance with the limitations stated in the Circular; and (3) has an A.M Best & Company rating of "A" or better; and all bonds are accompanied by an appropriate power of attorney from the surety, and are otherwise acceptable to Owner. **Bonds shall be AIA Document 312 (2010 Edition)** or on a document that conforms with AIA 312 and so states in the printed body of the form. The cost of all bonds shall be included in the bid. **CONTRACTS WILL NOT BE ISSUED OR NOTICE TO PROCEED GIVEN UNTIL THESE DOCUMENTS ARE IN THE POSSESSION OF THE OWNER.**

ACTIONS NEEDED TO PRESERVE RIGHTS OF PROPOSED SUBCONTRACTORS AND MATERIAL SUPPLIERS UNDER BOND OR GUARANTEE (W.S. 16-6-121 and W.S. 29-2-110)

If the project's contract is for \$50,000.00 or more, the contractor shall take appropriate actions needed to preserve the rights of subcontractors and material suppliers under bond or guarantee.

AWARD OF THE CONTRACT

The award will be made to the bidder whose proposal, conforming to the RFP, will be the most advantageous to Laramie County. The Owner reserves the right to accept or reject any and all bid proposals and to waive any irregularities or informalities and to award the contract in the best interest of the Owner. The Owner does not forfeit its sovereign immunity through the execution of the contract.

TIME OF COMPLETION/LIQUIDATED DAMAGES

The work to be performed under this Contract shall start upon receipt of written Notice to Proceed and shall be **Substantially Completed by November 30, 2024**

If the work under this Contract is not Substantially Completed in accordance with the approved Contract Documents on or before the agreed Substantial Completion date, then liquidated damages shall become payable on the next succeeding day in the amount of ONE THOUSAND dollars (\$1,000.00) for each day the work is not Substantially Completed. The amount so charged may be deducted by the Owner from any monies which might otherwise be or become payable to the Contractor. Nothing herein shall be construed to preclude the Owner from the recovery of damages for causes other than the delay by the Contractor.

- A. Liquidated damages daily amount due the Owner is fixed and agreed upon by the Owner and Contractor as inconvenience and added costs of administration, supervisions and other costs of the Owner resulting from Contractor's default and not as penalty. Actual damages related to delay cannot be ascertained at the time of

execution of the Agreement.

- B. To the extent liquidated damages exceed any amounts that would otherwise be due to Contractor, the Contractor shall be liable for such excess to the Owner.
- C. Owner may seek enforcement of such obligation by legal action, and if such is necessary, shall recover the related costs and attorney's fees.

Permitting the Contractor to continue any part of the construction work defined by the Agreement after the time fixed for substantial completion or beyond any authorized extension thereof, shall in no way operate as a waiver on the part of the Owner of any of its rights under the Agreement, including the right to liquidated damages or any other remedies or compensation.

**REQUEST FOR PROPOSAL
CONSTRUCTION SERVICES
NEW SENIOR ACTIVITY CENTER**

ADVERTISEMENT

Laramie County (County) seeks a qualified contractor to provide construction services for the New Senior Activity Center in Cheyenne Wyoming. Proposals are due on or before 2:00 PM MDT August 21, 2023.

The qualified General Contractor shall provide all labor, materials and equipment required for the construction shown on the bid documents including the plans and specifications. The project consists of the construction of a new 2-story building attached to the existing Senior Activity Center located on Cox Court. The new building is a steel framed, masonry building which houses a kitchen and dining facility, activity spaces, offices as well as support spaces. Also included is associated site work both on and off-site.

Bidding documents are available on the County's website or by visiting: https://www.questcdn.com/cdn/posting/8559321/?path=295,332&search_id= and/or www.questcdn.com. Reference Quest Number 8559321. To be considered a plan holder, register with QuestCDN.com for a free membership. There is a \$22.00 nonrefundable download delivery fee for the bidding documents. Downloading the documents and becoming a plan holder is recommended as plan holder's receive automatic notice of addenda and bid updates. Interested parties may view the bidding documents at no cost prior to deciding to become a plan holder. Contact QuestCDN Customer Support at 952-233-1632 or Support@questcdn.com for assistance in membership registration and downloading digital bidding documents.

A Non-mandatory pre-bid meeting will be held on August 10, 2023 at 10:00 am at the Foxcrest Senior Activity Center Meeting Room, 4125 Cox Court, Cheyenne Wyoming, 82001 . Questions are due by 5:00 pm August 17, 2023.

Bid security in the amount of ten percent (10%) of the base bid will be required in the form of a Bid Bond, Cashier's Check or Certified Check payable to the owner. Bid Bonds shall be AIA Document A310 (2010 Edition) or on a document that conforms with AIA Document A310, and so states in the printed body of the form. The Bid Bond will assure the Owner that the Contractor will enter into Agreement including a 100% Performance and Payment Bond for the value of the Contractor's Bid Amount.

All Bidders shall comply with current Wyoming Statutes, as amended.

For additional information please visit Laramie County's website at: <http://www.laramiecounty.com>. Proposals shall be received until 2:00 P.M. MDT, August 21, 2023.

Published July 25 and August 1.

BID FORM
NEW SENIOR ACTIVITY CENTER PROJECT
July 20, 2023

THIS BID IS SUBMITTED TO:

LARAMIE COUNTY
ATTN: CHEYENNE HOUSING AUTHORITY
3304 Sheridan Street
Cheyenne, Wyoming 82009

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all the Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the deposit of Bid security. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Contract Documents within fifteen (15) days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined and carefully studied the Contract Documents and the following Addenda receipt of all which is hereby acknowledged (List Addenda by Addendum Number and Date):

Addendum #1 dated 8/15/23

Addendum #2 dated 8/17/23

Addendum #3 dated 8/18/23

Addendum #4 dated 8/24/23

Addendum #5 dated 8/29/23

(b) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions which may affect cost, progress, performance and furnishing of the Work;

(c) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations which may affect cost, progress, performance and furnishing of the Work;

(d) BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents;

(e) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data, with the Contract Documents;

(f) BIDDER has given ARCHITECT written notice of all conflicts, errors, ambiguities or discrepancies which BIDDER has discovered in the Contract Documents. The written resolution thereof by ARCHITECT is acceptable to BIDDER. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted;

(g) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any

If the work under this Contract is not Substantially Completed in accordance with the approved Contract Documents on or before the agreed Substantial Completion date, then liquidated damages shall become payable on the next succeeding day in the amount of ONE THOUSAND dollars (\$1,000.00) for each day the work is not Substantially Completed. The amount so charged may be deducted by the Owner from any monies which might otherwise be or become payable to the Contractor. Nothing herein shall be construed to preclude the Owner from the recovery of damages for causes other than the delay by the Contractor.

- a. Liquidated damages daily amount due the Owner is fixed and agreed upon by the Owner and Contractor as Inconvenience and added costs of administration, supervisions and other costs of the Owner resulting from Contractor's default and not as penalty. Actual damages related to delay cannot be ascertained at the time of execution of the Agreement.
- b. To the extent liquidated damages exceed any amounts that would otherwise be due to Contractor, the Contractor shall be liable for such excess to the Owner.

Owner may seek enforcement of such obligation by legal action, and If such is necessary, shall recover the related costs and attorney's fees.

Permitting the Contractor to continue any part of the construction work defined by the Agreement after the time fixed for substantial completion or beyond any authorized extension thereof, shall in no way operate as a waiver on the part of the Owner of any of its rights under the Agreement, including the right to liquidated damages or any other remedies or compensation.

6. Communications to BIDDER concerning the Bid shall be addressed to the address of the BIDDER indicated below.
7. Communications to OWNER concerning the Bid shall be addressed to:
Pouppirt Architects
Attn: Rande Pouppirt, AIA Project Manager
2400 Dunn Avenue, Suite B
P: 307-778-8236
rande@pouppirt.com
8. Terms used in this Bid which are defined in the General Conditions or Instructions to Bidders will have the meanings indicated in the General Conditions or Instructions to Bidders.
9. SUBMITTED on this 30th day of August, 2023.

11. **Bid Form must be signed in the appropriate manner in the space provided to follow.**

If BIDDER is An Individual:

By _____
(Individual's Name)

doing business as

Business address:

Phone No.: _____

If BIDDER is A Partnership:

By _____ (SEAL)
(Firm Name)

(General Partner)

Business Address:

Phone No.: _____

If BIDDER is A Joint Venture:

By _____ (SEAL)
(Name)

(Address)

By _____ (SEAL)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

If BIDDER is A Corporation:

By Sampson Construction Co., Inc. (SEAL)
(Corporation Name)

Nebraska

(State of Incorporation)

By Ben Huck  (SEAL)
(Name of person authorized to sign)

Vice President

(Title)

(Corporate Seal)

Attest  _____
(Secretary)

Business Address

2701 Westland Ct.

Cheyenne, WY 82001

Phone No.: 307-426-4050

13. Name, Phone Number, and Address for receipt of official communications:

Address: Bruce Zink
2701 Westland Ct.
Cheyenne, WY 82001

Telephone: 307-426-4050

LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS

The following list of proposed subcontractors shall be submitted with the Bid Form.

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

The list shall give the following required information for each proposed subcontractor for the project:

1. Description of work
2. Proposed Subcontractor's full legal name including DBA's or subsidiaries
3. Proposed Subcontractor's Residency Status
4. Percentage of the work to be performed

Do not combine categories of work; list separately as requested. Use additional space if necessary.

DESCRIPTION OF WORK	PROPOSED SUBCONTRACTORS/RESIDENCY	PERCENTAGE OF THE WORK
Earthwork	Aztec Construction Company Inc. Resident	3%
Foundation	SZM Construction Company Inc Non Resident	7%
Concrete	SZM Co Non Resident	Included with Foundation
Steel Supply	Donner Steel works Non Resident	6%
Steel Erection	Iron Creek Construction Resident	2%
Masonry	Gold Brick Masonry Resident	2%

DESCRIPTION OF WORK	PROPOSED SUBCONTRACTORS/RESIDENCY	PERCENTAGE OF THE WORK
Roofing	Roof Check Non Resident	2%
Interior Metal Framing and Drywall	Western Drywall Inc. Resident	8%
Plumbing	Town + Country plumbing Inc. Resident	Included in HVAC
HVAC	Town and Country plumbing Inc. Resident	18%
Electrical	Black Wolf Electric + Services Resident	8%
Fire Protection	Front Range Fire protection Non Resident	1%
Other Project Balance	Project Balance Simpson / subcontractors Resident	43%
Other		
Other		
Other		
Other		

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

Signature: BAI Date: 8/30/23

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 represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral. This provision will be updated after acceptance of a successful bid to make reference to the bidders proposal, the RFP, these terms and conditions and any other necessary documents.
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.~~ ^{for claims for personal injury or property damage} 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. **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.
21. **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.
22. **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. Affidavit of payment shall be submitted with each application for payment no less than once per month during the period of performance.
23. **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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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.

4. **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

1. 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

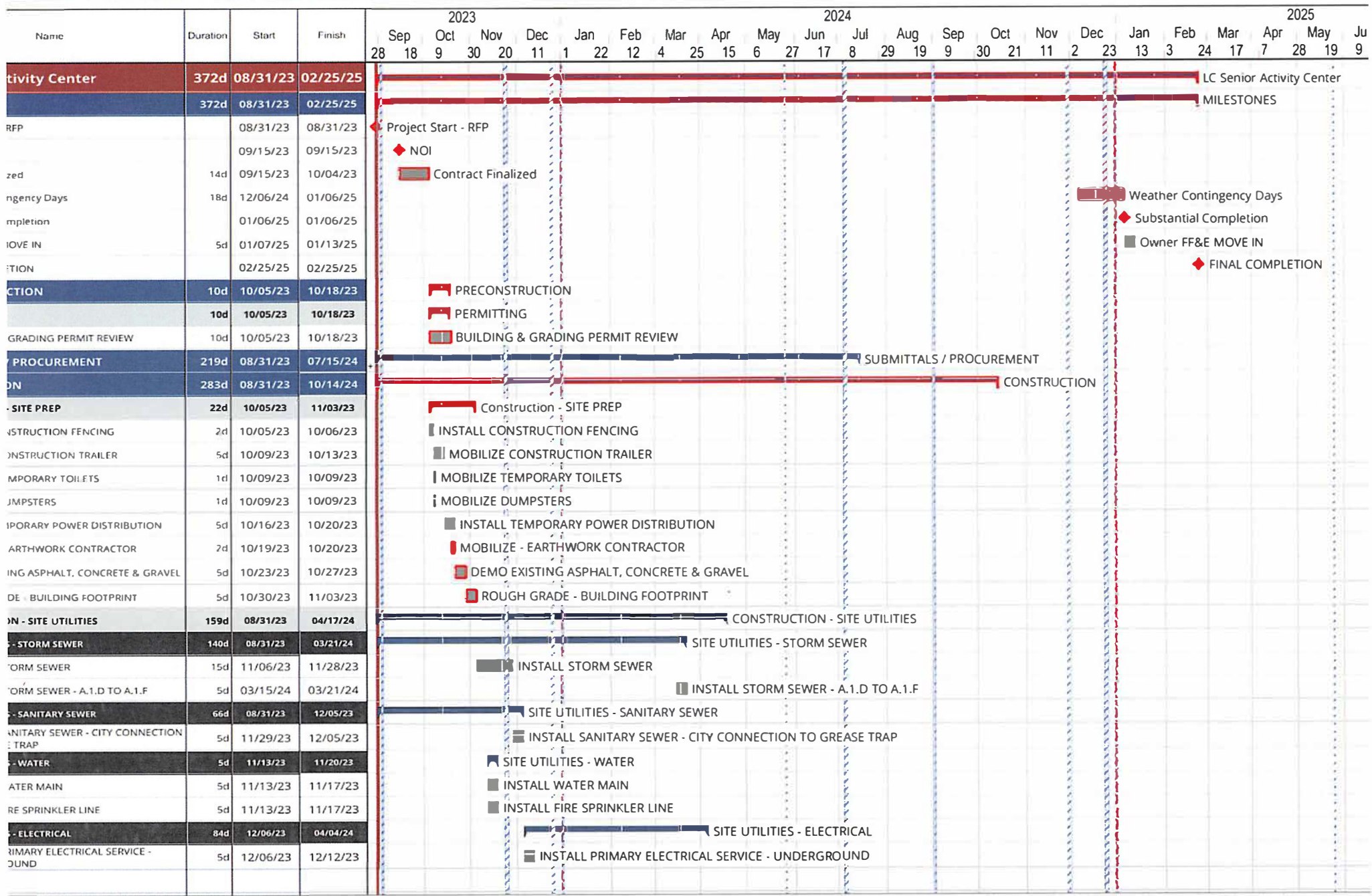
Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable insurance language effecting coverage required by this contract. All certificates and endorsements are to be received and approved the Entity before work commences. However, failure 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

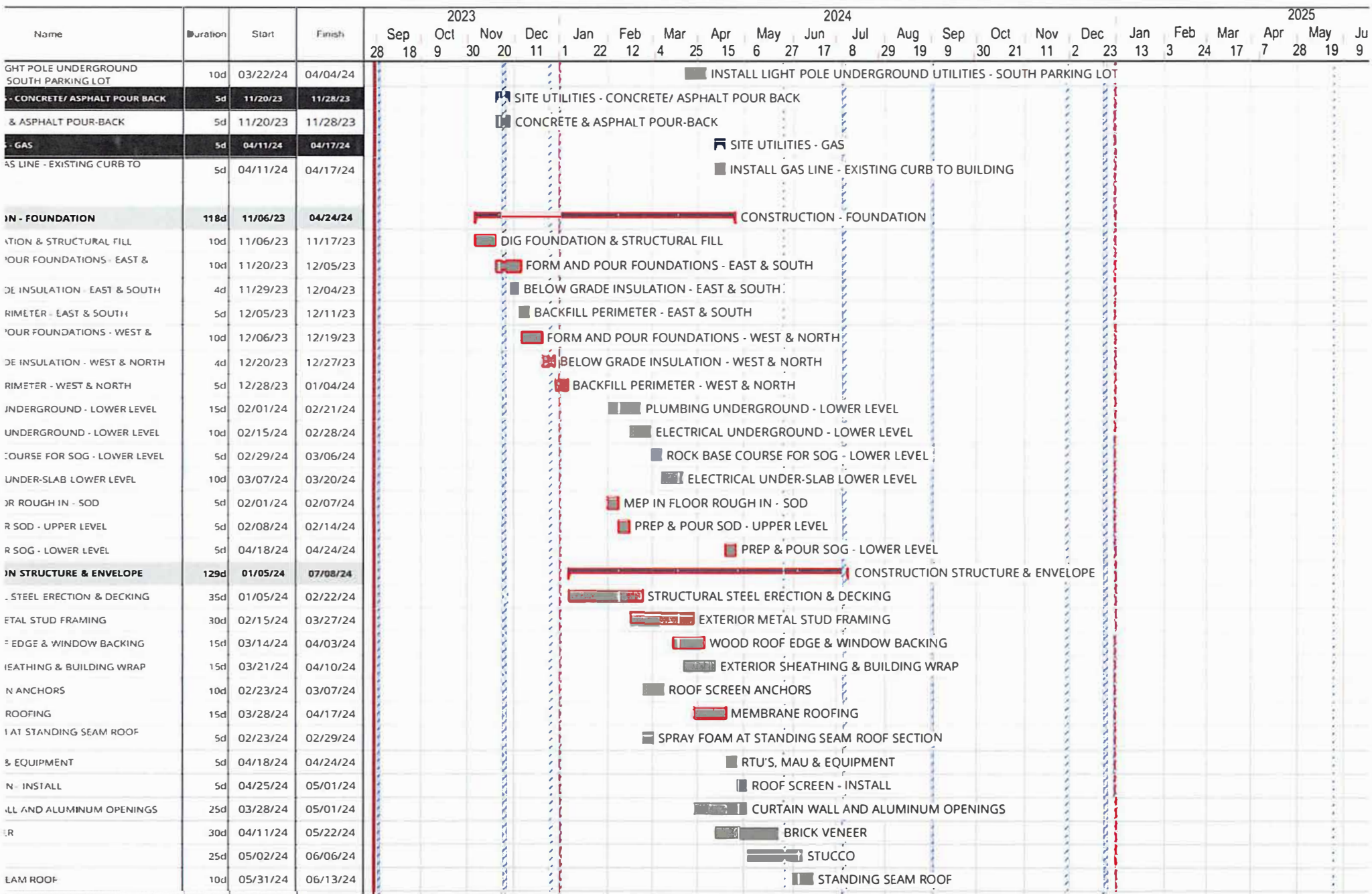
Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



Sr. Activity Center
Laramie County

REPORT DATE: 9/27/2023

Page: 1 of 4



Sr. Activity Center
Laramie County

