

**LARAMIE COUNTY PUBLIC WORKS DEPARTMENT
PROFESSIONAL SERVICES CONSULTANT AGREEMENT
LARAMIE COUNTY, WYOMING / AVIpc**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, (COUNTY) and AVIpc, 1103 Old Town Lane, STE 101, Cheyenne, Wyoming 82009 (CONSULTANT). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to set forth the terms and conditions by which CONSULTANT will provide the services to COUNTY as described in Attachment 'A' (Request for Proposals, attached hereto and incorporated herein) and Attachment 'B' Scope of Services.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement, and shall remain in full force and effect until DECEMBER 31, 2029.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall pay CONSULTANT on monthly basis per the fee schedule within Attachment 'B'. Payment will be made upon receipt of the CONSULTANT'S invoice to the COUNTY. 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. RESPONSIBILITIES OF CONSULTANT

A. CONSULTANT shall complete the services described in Attachment A and Attachment B and these services shall be utilized by COUNTY during the period of the operation of this Agreement.

B. CONSULTANT agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONSULTANT agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONSULTANT 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 CONSULTANT 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.

V. GENERAL PROVISIONS

A. Independent Contractor: The services to be performed by CONSULTANT are those of an independent contractor and not as an employee of COUNTY. CONSULTANT is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONSULTANT 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. CONSULTANT is free to perform the same or similar services for others.

B. Preference-Wyoming Labor Should the subject of this agreement constitute the construction, reconstruction, improvement, enlargement, alteration, or repair, of any public works project or improvement, by signature below CONSULTANT acknowledges the requirement for the use of Wyoming labor pursuant to W.S. §16-6-203 as amended, except in circumstances as provided by law including, but not limited to W.S. §16-6-201 et seq.

C. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONSULTANT 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.

D. 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.

E. Entire Agreement: This Agreement (5 pages), Attachment >A= (18 pages), Attachment >B= (1 page), and Attachment >C= Insurance Requirements (26 pages) represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations, and agreements, whether written or oral.

F. 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.

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

H. 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.

I. 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 CONSULTANT 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.

J. Contingencies: CONSULTANT 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.

K. 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.

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

M. 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.

N. Indemnification: To the fullest extent permitted by law, CONSULTANT 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 to the extent caused by the negligent acts, errors or omissions arising from or in connection with work performed by or on behalf of CONSULTANT for COUNTY, except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONSULTANT shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

O. 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.

P. Conflict of Interest: COUNTY and CONSULTANT affirm, to their knowledge, no CONSULTANT employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONSULTANT, 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.

Q. 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.

R. 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 CONSULTANT, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONSULTANT 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.

S. 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.

T. Compliance with Laws: CONSULTANT shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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**LARAMIE COUNTY PUBLIC WORKS DEPARTMENT
PROFESSIONAL SERVICES CONSULTANT AGREEMENT
LARAMIE COUNTY, WYOMING / AVIpc**

Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

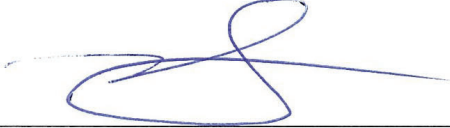
By: _____ Date _____
Laramie County Clerk

AVIpc:

By:  _____ Date 12/10/2025
Tristan Cordier, Principal PE

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 12-10-25
Laramie County Attorney's Office



**REQUEST FOR
PROPOSALS FOR
ENGINEERING AND SURVEYING SERVICES
ROUNDTOP ROAD IMPROVEMENTS**

**Submittals Due
September 4, 2025**

LARAMIE COUNTY BOARD OF COMMISSIONERS
REQUEST FOR PROPOSALS
FOR
ENGINEERING AND SURVEYING SERVICES
ROUNDTOP ROAD IMPROVEMENTS

Advertisement:

Laramie County seeks to contract an engineering firm for consulting services for the design (to include paving and a mill and overlay) of Roundtop Road. The work will include designs for the paving of the roadway from the railroad tracks north to Horse Creek Road. The design includes paving the existing gravel roadway and milling and overlay of the existing paved section.

Please submit your firm's qualification statement and cost proposal outlining the services requested by the County. More information on the proposal requirements and qualifications are listed later in this document. The County will make a selection based on the proposals received proving the ability of the agency to meet the needs of the County.

Proposals shall be received on **September 4, 2025 by 2:00 PM.**



Scope of Work (including but not limited to):

The project will be designed and constructed as one project. However, for budgeting purposes and the use of different funding sources, it will be broken down into three (3) separate segments. The Consultant shall provide a breakdown of their fees for each segment. In addition, Consultant shall provide a breakdown in quantities and construction costs for when the project is bid so that construction costs are also broken down into the three different segments.

The first segment will consist of the milling and overlay of the existing pavement section that



exists and will start at the railroad right-of-way (at the intersection with Polo Ranch Road) north to where the existing pavement ends just north of Hildreth Road.

The second segment will be from where the existing pavement ends to the southern side of the intersection of Roundtop Road and Sunset Mountain Road. This segment will include full pavement.



The third segment will be from the southern side of the intersection of Roundtop Road and Sunset Mountain Road to Horse Creek Road. This segment will also include full pavement.



Laramie County is seeking a consultant who can accomplish the following under the direction and supervision of the Laramie County Director of Public Works or designee:

Surveying

- 1) Consultant shall provide field surveying as necessary to design the improvements to the roadway. Surveying shall only consist of what is necessary for the design, no more and no less.
- 2) Consultant shall determine if there are any utilities that may conflict with the proposed work, obtain necessary information on the location and depth of utility (if buried) to determine a solution for any conflicts with the proposed work.
- 3) A boundary/ROW survey is not necessarily required, but Consultant shall obtain any necessary existing information as to the location of the existing right-of-way for any area where the work may get close to or extend passed the ROW.
- 4) Consultant shall establish and provide adequate on-site control points throughout the length of the project to be utilized for the design as well as be used by the Contractor during construction.

Preliminary Designs

The Consultant shall perform all necessary work to prepare preliminary designs. This shall include a topographic survey for the extents of the project as needed to complete the project design. Establish project control points as needed.

- 1) Consultant shall perform geotechnical investigations to determine the proper paved section required for each segment.
- 2) Consultant shall evaluate existing culverts to determine if they meet current requirements for culverts and floodplain requirements. There is one floodplain crossing that is located within Segment 3.
- 3) Consultant shall design the roadway section based on the Laramie County Land Use Regulations (LCLUR) adopted on August 6, 2025.
- 4) Consultant shall submit a set of preliminary designs to the County for review and approval with a cost estimate breakdown for each segment.
- 5) After County has approved the preliminary designs, the Consultant shall begin the process of obtaining any required easements necessary for the project. Construction easements may need to be obtained once the final designs are complete if not known at the preliminary design stage. It is the intent to try to limit the design work to remain within the existing right-of-way (ROW), however, if there is an area or areas that require work to be performed

outside of the existing ROW, the Consultant shall indicate the impacted areas and determine the size of easements that are required.

Designs

- 1) The Consultant shall prepare detailed design documents and bidding package for the roadway in accordance with the LCLUR (adopted August 6, 2025) and any updated modifications approved by the County during the preliminary design phase.
- 2) The Consultant shall complete the engineering design and preliminary project manual, including specification at the 65% and 95% levels for County review. Cost estimates shall be provided with each submittal.
- 3) Consultant shall prepare a drainage study/report documenting the existing hydraulic and drainage impacts of the project as well as any required modifications to the existing culverts to comply with current regulations.
- 4) Investigate and coordinate design with all known utilities within the project area. Provide surface utility locates and non-destructive subsurface utility excavation locates of any potential utility conflicts.
- 5) After receipt of the final review comments from the County, the Consultant shall prepare final construction documents for the project, incorporating all changes. The Consultant shall prepare complete bid documents, including plans, specifications, drainage analysis, and cost estimates.
- 6) With each submittal, the Consultant shall provide a summary of the estimated cost, construction quantities, and items of work broken out for each segment. The bid tabulation shall be laid out using standard numbering for work items and basic pay units.
- 7) All plans and drawings must be done using AutoCAD 2020, or newer version. All engineering design data shall be provided in a format that integrates with the latest version of ArcGIS. All design data using said programs shall be made available to Laramie County upon request and shall become the property of Laramie County for active and future projects. Plans, specifications, and project related documents must be completed according to current County and/or State and/or Federal standards.
- 8) All work shall be done under the direction of a Professional Engineer and Professional Land Surveyor licensed in the State of Wyoming.

Bidding

- 1) The Consultant shall assist the County through the entirety of the bidding process and give recommendations to the County in selecting a responsible Contractor, Subcontractors, and/or Suppliers. Consultant may be required to attend and provide information at County Commissioner meetings during the award process.
- 2) Consultant will be required to organize and conduct a pre-bid meeting with the County and Contractors. Expectations at the meeting shall include but are not limited to; recording the meeting, taking notes, and tracking attendance. The Consultant shall prepare and publish any necessary addenda to the Contract Documents, including minutes of the pre-bid meeting.

Construction

- 1) Schedules:
Review the progress schedule, schedule of shop drawing submissions and schedule of values prepared by Contractor and consult with County concerning their acceptability.
- 2) Conferences:
Assist County and keep minutes in conducting pre-bid and pre-construction conferences with contractors. Conduct weekly safety and coordination meetings, as required, maintain and circulate copies of minutes thereof.
- 3) Liaison:
Serve as the County's liaison with Contractor working principally through Contractor's superintendent and assist him/her in understanding the intent of the Contract Documents. Provide a program of good public relations between County, residents, property owners, Contractors and field personnel, to insure smooth running schedule and most cost and time efficient way to progress.
- 4) Shop Drawings and Testing:
 - a. Receive samples and shop drawing furnished by contractor, record date of their receipt, and track progress of approvals. Provide County with recommendations regarding their acceptability.
 - b. Identify any work that is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approvals or that has been damaged. Advise the Contractor and the County when work should be corrected, rejected, uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups operating/maintenance instructions are conducted as required by the Contract documents and in the presence of the required personnel, and that Contractor maintains adequate records thereof; observe,

record and report to County appropriate details relative to the test procedures and startups.

- d. Accompany visitors representing public or other agencies having jurisdiction over the Project; record and report the outcome of any inspections made by a third party to the County.

5) Interpretation of Contract Documents:

Transmit to Contractor the County's clarifications and interpretations of the Contract Documents.

6) Modifications:

Consider and evaluate any changes or modifications in Drawings or Specifications and report them with recommendations to County for approval prior to authorizing any such changes or charges to Force Account or other items. Administer Change Orders, Contract Modifications and extra Payment Requests.

7) Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, County clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- b. Keep a diary or logbook, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures, and pictures.
- c. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials, equipment, date, time and condition of such.

8) Reports:

- a. Furnish County weekly summary reports including Contractor's compliance, the approved progress schedule, and schedule of Shop Drawing submissions.
- b. Consult the County in advance of scheduled major tests, inspections or start of important phases of the work.
- c. Report immediately to County upon the occurrence of any accident and furnish complete report shortly afterward.

9) Payment Requisitions:

Review and certify applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to County noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered or paid for at the site but not incorporated in the work.

10) Certificates, Maintenance and Operation Manuals:

During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be furnished by Contractor are applicable to items actually installed and collect all such materials for presentation to County with final construction report.

11) Completion:

Submit to Contractor a punch list of observed items requiring completion or correction. Conduct final inspection in the company of County, Contractor and utility companies involved and prepare a final list of items to be completed or corrected.

- a. Verify that all items on the final list have been completed or corrected, make recommendations to the County concerning acceptance and prepare a Certificate of Substantial Completion.
- b. Conduct eleventh (11th) month inspections with County and Contractor's Representatives and report findings to County immediately prior to the expiration of the one year or other warranty, as applicable.
- c. After completion of the project prepare and submit to County certified "Record Drawing" plans showing final accepted conditions of the project. Electronic files and one set of prints are required. A certified final construction report of conditions, maintenance items, inspection reports, contract modifications, correspondence, field orders and any other pertinent information which the County should know, shall be furnished by the project engineer to the County.

Fees, Rates, and Estimated Costs:

The services of this RFP will be provided on an hourly basis not to exceed the total contract amount. The County may seek to negotiate with the firm prior to award of the contract. Fee proposals shall be submitted in a separate sealed envelope and include:

- 1) Hourly rates to be used.
- 2) Spreadsheet showing the various tasks, hours of each individual, fees for subconsultants, any miscellaneous expenses (i.e., mileage, copies, etc.), total fee for each task, and total for the project.

All fee proposals shall include but is not limited to the following items; all insurance required by the County, printing, mailing, documentation, reporting, office overhead, and profit.

Selection Process:

Proposals will be reviewed by a selection committee appointed by the Laramie County Public Works Department. This committee may be composed of representatives of the County Public Works, County Planning, County Commissioners, City of Cheyenne Engineering, Board of Public Utilities (BOPU), Cheyenne City Council, Cheyenne Metropolitan Planning Organization (MPO), Representatives of the Francis E. Warren Air Force Base, and the Wyoming Department of Transportation (WYDOT).

The committee may interview qualified firms from those responding to this announcement. The committee will score the Consultants using the Scoring Criteria sheets included in this RFP. If no interviews are conducted, the score will be zero for all firms. One firm will be selected based on the highest total weighted score. The selected firm's fee schedule and cost estimate envelope will then be opened. The County will proceed to negotiate a final scope of work and contract. In the event a satisfactory agreement cannot be reached, negotiations will be terminated, and the County will negotiate with the second-place firm.

SCORING CRITERIA

PROJECT: ROUNDTOP ROAD IMPROVEMENTS				
<u>CRITERIA</u>	<u>DESCRIPTION</u>	<u>CRITERIA WEIGHT</u>	<u>SCORE</u> (0 - 10)	<u>TOTAL</u>
Relevant Experience	Relevant experience with similar work. Demonstrated ability to develop comprehensive, accurate, and concise design plans that result in few, if any, change orders during construction.	<u>10</u>		
Performance on Past Projects	Success on previous projects in the way of project quality, budget, schedule and cost control. Limited change orders requested/required by consultant.	<u>10</u>		
Project Coordination	Demonstrated ability to work well with the County, its representatives, property owners, citizens, public agencies and private sector throughout a project.	<u>9</u>		
Adequate Resources	Sufficient available staff and equipment to complete the proposed work within the requested time frame.	<u>8</u>		
Proposal Quality	Readability, completeness, brevity, and organization of the proposal.	<u>8</u>		
Project Approach	Knowledge of project, needs, goals, limitations, and special considerations.	<u>8</u>		
Project Innovations	Ideas or suggestions to improve the schedule, feasibility, cost savings and/or scope of the project.	<u>7</u>		
Work Being Done Within Laramie County	How much work is being performed by individuals who live and work within Laramie County.	<u>9</u>		
Interview (if applicable)	Consultant's performance in the interview, information provided during the interview, and adequacy of answers to questions, etc.	<u>5</u>		
<u>Total</u>				

Tentative Schedule (Subject to Change)

Advertise RFP	Week of August 11, 2025
Deadline for Questions	August 25, 2025
Answers to Questions	August 28, 2025
Proposals Due	September 4, 2025 by 2:00 PM
Select Consultants to be Interviewed (if necessary)	September 10, 2025
Interviews Held (if necessary)	Week of September 15, 2025
Notification of Selected Consultant	September 22, 2025
Contract Deadline	September 30, 2025
County Commissioners Approval	October 7, 2025

Proposal Requirements

The proposal should include the following information:

- 1) Limit the proposal to 30 pages or less (not including resumes).
- 2) Project Team - Identify the individual project team members and the position of each member on the team, briefly outlining the responsibilities of each member. This project is being funded by taxes received within Laramie County, therefore, it should be noted which individual team member(s) are located (live and work) within Laramie County and which are located (live and/or work) outside of Laramie County. The offices of project team members not located in Laramie County should be identified as well. Detailed resumes should be attached to the back of this section to identify the experience and qualifications of the individual team members. If the proposer intends to utilize one or more subconsultants to complete a portion of the Project, all such firms must be listed and if they are located within Laramie County or not.
- 3) Project Approach - Briefly describe the way your team would address the work described in the Scope of Work. The proposer should show briefly and concisely its familiarity with the project area. The proposer is expected to thoroughly review all data submitted and identify potential problems that may arise during design and construction.
- 4) Schedule - The anticipated time to perform the required work with respect to the availability of project personnel and present workload should be identified using the tasks outlined in the Scope of Work. Identify the team members and the percentage of time that each will dedicate to each task. A bar graph is suggested for this section. Additional tasks or duties not addressed in the Scope of Work within this RFP should be discussed in paragraph form, under Other Information.
- 5) Proposed Modifications to Scope of Work - All proposers will commit at a minimum to the services outlined in the Scope of Work stated above. The proposer may supplement the draft Scope of Work with any additional work or clarification of work that is determined necessary for the successful completion of the project.
- 6) References - List at least three (3) similar projects which were completed during the preceding five (5) years by the members of the project team. Use additional sheets if more than three references are provided. Provide the following information for each reference:

Client Name, Address, Contact Person, Telephone, Project Dates, Project Description, Original Project Budget, Final Project Cost, and Explanation of variation from original budget to final project cost.

- 7) Conflict of Interest - Please state whether the proposer, or any sub-contractor or sub-consultant, is currently performing professional services for, has performed professional services for in the past, and/or has an on-going professional relationship with any property owner throughout and along the corridor. Please also disclose all other facts and circumstances relating to the proposer's past, present and future work that create, or may appear to create a conflict of interest, between the proposer's performance of services for the County and the proposer's current professional obligations or relationships with any other person or legal entity.
- 8) Other Information - Any additional information the proposer feels would be useful to the committee in evaluating the proposal should be placed in this section.

One paper/physical copy and one digital copy of the proposal should be delivered by **2:00 p.m., September 4, 2025**, to:

Molly Cook, Director of Public Works
13797 Prairie Center Circle, Cheyenne, Wyoming 82009
molly.cook@laramiecountywy.gov

No email submissions will be accepted for this RFP. The digital copy shall be on a thumb drive. Questions may be directed to Molly Cook via email (above) with the subject line "Roundtop Road Improvements RFP – Questions".

The submission of proposals become public records and may be viewed upon request.

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

Clarifications Or Supplements to Request For Proposal: In the event that it becomes necessary to revise any part of this RFP, a notice of any clarifications will be emailed to each respondent who received the original RFP at the required website. It is the responsibility of respondents, prior to submission date, to inquire as to addenda issued and to ensure their response reflects any and all changes. The County will maintain a register of holders of this RFP via the required website. Laramie County will accept questions until **5:00 PM on August 25, 2025** and will respond to all questions to all firms who have requested proposal by end of day **August 28, 2025**.

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

RFP Cancellation

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

Non-Discrimination

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

Availability Of Funds

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

Evaluation and Award

- 1) The RFP is designed to be a competitive negotiation platform, where price is not the sole determinative factor.
- 2) The proposals will be reviewed within the context of specific experience in the disciplines required.
- 3) The County may require additional information, documentation, or additional data to clarify or elaborate on materials submitted.

Additional Conditions

- 1) The successful respondent will be expected to enter into a contract, including insurance requirements, with Laramie County upon terms acceptable to the County. The contents of this RFP, the respondent responses to same and all provisions of the successful qualifier deemed pertinent by the County may be incorporated into a contract and become legally binding.
- 2) The County reserves the right to award the contract to the respondent(s) that the County deems to offer the best overall proposal(s). The County is therefore not bound to accept a proposal on the basis of the lowest price. The County reserves the right to reject any or all proposals submitted and/or to waive or ignore any irregularities and/or omissions in any submission and to accept any proposal, portion of proposal, combination of proposal and or to reject or accept any proposal for any reason in its discretion.
- 3) The County, at its sole discretion, reserves the right to cancel this RFP, to modify the services sought, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. The County also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the County's Best Interest.

- 4) Laramie County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by issuing this Request and/or entering into any agreement with any successful respondent. Further, Laramie County fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this RFP and any subsequent agreement(s).
- 5) Any errors or omissions discovered in this request for proposal, or any additional information needed to clarify any issues in the request, will be communicated to all firms who have expressed an interest in the engagement. The communication will amend the requests accordingly.
- 6) If a respondent discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in this document, the respondent shall immediately notify the County. If respondent fails to notify the County of any error, ambiguity, conflict, discrepancy, exclusionary specifications, or omission in this RFP, the respondent shall submit a response at its own risk and under such conditions. If the respondent is awarded a contract, then such respondent will not be entitled to additional compensation, relief, or time by reason of the error or its later correction.
- 7) It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein and in all referenced data and documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, through the County contact named above. The County will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.
- 8) Respondents are advised that Laramie County is a governmental entity in the State of Wyoming. Public Works projects, such as that referenced herein, carried out by governmental entities are subject to certain legal and regulatory requirements which may or may not be applicable to private entities. Any contract with a successful respondent will contain a requirement to monitor and secure compliance on the project with all applicable laws and regulations including, but not limited to, those contained in Wyoming statute W.S. § 16-6-101 et seq.
- 9) If it becomes necessary for the County to revise or amend any part of this RFP, notice may be obtained by accessing the County website. 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 <https://www.laramiecountywy.gov/> for a copy of the RFP and addenda.

- 10) All proposals submitted in response to this request become property of the County and public records, so they may be subject to public review. The laws of Wyoming require that the contents of all proposals shall be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal. The respondent must mark in bold red letters the term “CONFIDENTIAL” on that part of the response, which the respondent believes to be confidential. The respondent may be required to submit in writing specific detailed reasons, including any relevant legal authority, stating why the respondent believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. Laramie County will be the sole judge as to whether a claim is general and/or vague in nature. The entire proposal cannot be designated as proprietary or a trade secret. If a request is received to examine portions designated as proprietary or a trade secret, Laramie County will notify the respondent to permit the respondent to defend the proprietary nature of the information.
- 11) The County reserves the right to request additional information, or request clarification, or reject in its sole discretion any and all proposals. Firms may submit a joint proposal.
- 12) Invalidity: If any provision of this RFP is held invalid or unenforceable by any court of competent jurisdiction, or if the County is advised of any such actual or potential invalidity or inability to enforce, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of that the provisions of this RFP are fully severable.
- 13) By submitting in response to this RFP, respondent agrees and understands that this RFP as well as any subsequent agreements shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this RFP or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to Responders and to County. This provision is not intended, nor shall it be construed to waive County’s governmental immunity as provided in this Agreement.

ENGINEERING AND SURVEYING SERVICES

ROUNDTOP ROAD IMPROVEMENTS

Responses to Questions

8.28.25

1. Question: I wanted to confirm the Laramie County Land Use Regulations (LCUR) applicable typical section for the project. It appears that WYDOT and Laramie County classify the roadway as a collector. According to WYDOT and Cheyenne MPO data, average daily traffic volumes are between 200 and 400 vehicles per day, significantly below the 701-2600 ADT range for a Rural Collector in the LCURs. Is the Rural Collector the design standard, or will a different typical be used for the project?
 - a. Response: Figure 5-6-11 Rural Collector (701 – 2600 ADT) will be the design standard used for this project.
2. Question: In item number 5 under Preliminary Designs in the RFP, it states that “the Consultant shall begin the process of obtaining any required easements necessary for the project.” At the end of the paragraph, it also states, “if there is an area or areas that require work to be performed outside of the existing ROW, the Consultant shall indicate the impacted areas and determine the size of the easements that are required.” Can you please clarify whether the scope involves only delineating areas where additional ROW is needed or if it also includes steps to actually obtain additional ROW? If the scope requires the consultant to obtain ROW easements, we will need to team with a real estate expert and possibly a lawyer to complete this work.
 - a. Response: We would like the scope to include delineating the right-of-way (ROW) and also acquiring the ROW, if it is required. We are unsure if additional ROW will be needed or not.

Roundtop Road Improvements Cost Estimate

November 13, 2025

Page 1 of 1

25.176



Molly Cook, Director of Public Works
 Laramie County
 13797 Prairie Center Circle
 Cheyenne, Wyoming 82009
molly.cook@laramiecountywy.gov

November 13, 2025
 25.176

RE: ROUNDTOP ROAD IMPROVEMENTS PROPOSED FEE-REVISED

Task	Description	Estimated Sub-totals Cost Not To Exceed
Segment 1		
	Design	\$157,639.00
Segment 2		
	Design	\$130,639.00
Segment 3		
	Design	\$138,639.25
Construction Management		
	Construction Management	\$286,994.00
TOTAL		\$713,911.25

Respectfully Submitted

AVI PROFESSIONAL CORPORATION

Tristan Cordier, PE
 Project Manager

\\avihost2\projects\clerical\9004 - proposal\2025\25.176_roundtop road improvements\cost_price proposal\25.176_cost proposed fee_revised.docx

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/13/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Svcs CL Cheyenne 4081A Laramie Street Cheyenne, WY 82001 307 635-4231	CONTACT NAME: Alejandra G. Venegas, CIC, CISR	
	PHONE (A/C, No, Ext): 307 635-4231	FAX (A/C, No): 307 635-4237
E-MAIL ADDRESS: Alejandra.Venegas@usi.com		
INSURED AVI PC dba AVI Engineering PC 1103 Old Town Lane, Suite 101 Cheyenne, WY 82009	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Cincinnati Insurance Company	
	INSURER B : Pinnacol Assurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		
NAIC #		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ENP0487552	05/08/2025	05/08/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ENP0487552	05/08/2025	05/08/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$None			ENP0487552	05/08/2025	05/08/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4230156	05/01/2025	05/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Stop Gap - WY			ENP0487552	05/08/2025	05/08/2026	\$1MM/\$1MM/\$1MM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate is issued usual to insured's operations of engineering services.

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to Laramie County, its officers, officials, employees, and volunteers, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

Laramie County
 13797 Prairie Center Circle
 Cheyenne, WY 82009

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

AUTHORIZED REPRESENTATIVE



DESCRIPTIONS (Continued from Page 1)

named insured. The General Liability policy contains a special endorsement with Primary and Noncontributory wording, when required by written contract. The General Liability policy provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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5. Medical Payments.....	11
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(b) Lessor Of Leased Equipment	
(c) Vendors	
(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises	
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B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000
Aggregate Limit: \$3,000,000
Deductible Amount: \$ 1,000

3. Damage To Premises Rented To You

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- a. Bail Bonds: \$2,500
- b. Loss Of Earnings: \$ 500

5. Medical Payments

Medical Expense Limit: \$10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: \$10,000

Deductible Amount: \$ 250

16. Voluntary Property Damage Coverage (Coverage D) and Care, Custody Or Control Liability Coverage

Limits Of Insurance

Voluntary Property Damage Coverage:

\$1,000 Each Occurrence

\$5,000 Aggregate

Care, Custody Or Control Liability Coverage:

\$5,000 Each Occurrence unless otherwise stated \$ _____

Deductible Amount (Each Occurrence)

Voluntary Property Damage Coverage: \$250

Care, Custody Or Control Liability Coverage: \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
	(a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other		
Care, Custody Or Control Liability			\$
TOTAL ANNUAL PREMIUM			\$

C. Coverages

1. Employee Benefit Liability Coverage

- a. The following is added to **Section I - Coverages**:

EMPLOYEE BENEFIT LIABILITY COVERAGE

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **C. Coverages, 1. Employee Benefit Liability Coverage, c. Limits Of Insurance** of this endorsement; and

- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- (b) This insurance applies to damages only if the act, error or omission is negligently committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; or

- 2) Occurred prior to the "first effective date" of this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any insured listed under **C. Coverages, 1. Employee Benefit Liability Coverage, b. Who Is An Insured, (1)** of this endorsement or any "employee" authorized by you to give or receive notice of a claim or "suit":

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
- ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

- b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

- (a) Bodily Injury, Property Damage Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

- (b) Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest,

fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

- (c) Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

- (d) Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

- (e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

- (f) Workers' Compensation And Similar Laws**

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

- (g) ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- 1) Refusal to employ;
- 2) Termination of employment;
- 3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- 4) Consequential liability as a result of 1), 2) or 3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(k) Cyber

Any liability, costs, expenses or damages arising, directly or indirectly, out of or as a consequence of any:

- 1) "Computer attack";
- 2) "Network security incident";
- 3) "Privacy violation"; or
- 4) Fraudulent communication that impersonates

any person or organization that results in the transfer of funds or other property regardless of the medium or technique used.

(3) Supplementary Payments

Section I - Supplementary Payments - Coverages A and B also apply to this Coverage, however 1.b. and 2. of the Supplementary Payments provision do not apply.

b. Who Is An Insured

As respects Employee Benefit Liability Coverage, **Section II - Who Is An Insured** is replaced by the following:

(1) If you are designated in the Declarations as:

- (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
- (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- (2) Each of the following is also an insured:
 - (a) Each of your "employees" who is or was authorized to administer your "employee benefit program";
 - (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or
 - (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:
 - (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects Employee Benefit Liability Coverage, **Section III - Limits Of Insurance** is replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought;

- (c) Persons or organizations making claims or bringing "suits";
- (d) Acts, errors or omissions; or
- (e) Benefits included in your "employee benefit program".

- (2) The Aggregate Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement as applicable to Each Employee. The limits of insurance shall not be reduced

by the amount of this deductible.

- (b) The Deductible Amount shown in Section B. Limits Of Insurance, 1. Employee Benefit Liability Coverage of this endorsement applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

- (c) The terms of this insurance, including those with respect to:

- 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

- (d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects Employee Benefit Liability Coverage, **Section IV - Commercial General Liability Conditions** is amended as follows:

- (1) Item 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. Duties In The Event Of An Act, Error, Omission, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim.

To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which

this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item 4. Other Insurance is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee Benefit Liability Coverage, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph b. below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Employee Benefit Liability Coverage.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, **Section V - Definitions** is amended as follows:

- (1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
- b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Biometric information" means any:

- a. Biological measurement or physical characteristic of an individual, including but not limited to a retina or iris scan, fingerprint, palmprint, voiceprint, hand or face geometry, vein pattern, genetic data, movement, or any other information that can be used as a form of identification or authentication; or
 - b. Information, regardless of how it is captured, converted, stored or shared, based on an individual's biological measurement or physical characteristic.
- 3. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
- 4. "Computer attack" means:
 - a. Unauthorized access or authorized access for an unauthorized purpose;
 - b. A "malware attack"; or
 - c. A "denial of service attack";

against any computer, computer system or network of computers or computer systems, including any other machinery or equipment, including their control systems, which are accessed by or integrated into a computer, computer system or network of computers or computer systems.
- 5. "Denial of service attack" means an attack against a target computer or network of computers designed to overwhelm the capacity of the target computer or network in order to deny or impede users from gaining access to the target computer or network through the internet.
- 6. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.
- 7. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.
- 8. "Malware attack" means an attack that damages a computer, computer system or

network of computers or computer systems, including any other machinery or equipment, including their control systems, which are accessed by or integrated into a computer, computer system or network of computers or computer systems, or data contained therein arising from malicious code, including, but not limited to, viruses, worms, Trojans, spyware, keyloggers and ransomware.

9. "Network security incident" means a security failure or weakness with respect to a computer, computer system or network of computers or computer systems which allowed one or more of the following to happen:
- a. The propagation or forwarding of malware, including, but not limited to, viruses, worms, Trojans, spyware, keyloggers and ransomware;
 - b. The abetting of a "denial of service attack" against one or more other systems;
 - c. The loss, release or disclosure of data;
 - d. The inability to access a computer system;
 - e. The unauthorized access to a computer system.
10. "Privacy law" means any law, statute or regulation enacted or promulgated by or on behalf of any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity that creates legally enforceable responsibilities with respect to:
- a. The collection, use, storage, disclosure, disposal, sharing or disseminating as well as correction or supplementation of personally identifying information, including, but not limited

to, "biometric information"; or

- b. The adoption and communication of, as well as compliance with, a "privacy policy".

"Privacy laws" include, but are not limited to, the European Union General Data Protection Regulation, the California, Consumer Privacy Act and the Illinois Biometric Information Privacy Act.

11. "Privacy policy" means an entity's policy for collection, use, storage, disclosure, disposal, sharing, disseminating and correction or supplementation of personally identifying information, including, but not limited to, "biometric information".
12. "Privacy violation" means failure to comply for any reason with a "privacy law" or "privacy policy".

(2) The following definitions are deleted in their entirety and replaced by the following:

5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
18. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

- c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 6. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

- a. The last paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in **Section III - Limits Of Insurance**.

- b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, other than **i.** War and the Nuclear Energy Liability Exclusion (Broad Form), are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":
 - (i) Assumed in any contract or agreement; or
 - (ii) Caused by or resulting from any of the following:
 - 1) Wear and tear;
 - 2) Rust or other corrosion, decay, deterioration, hidden or

latent defect or any quality in property that causes it to damage or destroy itself;

- 3) Smog;
- 4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;
- 5) Settling, cracking, shrinking or expansion;
- 6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or
- 7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

- (b) "Property damage" caused directly or indirectly by any of the following:

- (i) Earthquake, volcanic eruption, landslide or any other earth movement;
- (ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
- (iii) Water under the ground surface pressing on, or flowing or seeping through:

- 1) Foundations, walls, floors or paved surfaces;
- 2) Basements, whether paved or not; or
- 3) Doors, windows or other openings.

- (c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

- (i) You did your best to maintain heat in the building or structure; or

- (ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

- (i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
- (ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:

- (1) Paragraph **6.** of Section **III** - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** - Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises:

- a.** While rented to you, or temporarily occupied by you with permission of the owner;
- b.** In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or
- c.** In the case of damage by water, while rented to and occupied by you.

- (2) The most we will pay is limited as described in Section **B.** Limits Of Insurance, **3.** Damage To Premises Rented To You of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B:**

- a.** Paragraph **1.b.** is replaced by the following:

Up to the limit shown in Section **B.** Limits Of Insurance, **4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b.** Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B.** Limits Of Insurance, **4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as shown in the Declarations is amended to the limit shown in Section **B.** Limits Of Insurance, **5.** Medical Payments of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

- a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured:**

- (1)** Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.
- (2)** Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (i)** Any "occurrence" which takes place after you cease to be a tenant in that premises;
- (ii)** Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment you are required

per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (i)** The insurance afforded the vendor does not apply to:

- 1)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- 2)** Any express warranty unauthorized by you;

- 3) Any physical or chemical change in the product made intentionally by the vendor;
- 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- 7) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- 8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. How-

ever, this exclusion does not apply to:

- a) The exceptions contained in Paragraphs **(c)(i)4** or **6** of this endorsement; or
- b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

- 1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or
- 2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (ii) The construction, erection or removal of elevators; or
- (iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- (3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:
 - (a) Only applies to the extent permitted by law;
 - (b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to pro-

vide for such additional insured; and

- (c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

- b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
- (2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a

written permit or written authorization, described in Paragraph **8.a.(1)**.

d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **4**. Other Insurance is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

- a. The following is added to Exclusion **2.j**. Damage To Property under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B**. Limits Of Insurance, **9**. Property Damage To Borrowed Equipment of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B**. Limits Of Insurance, **9**. Property Damage To Borrowed Equipment of this endorsement fix the most we will

pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B**. Limits Of Insurance, **9**. Property Damage To Borrowed Equipment of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (b) Section **IV** - Commercial General Liability Conditions, **2**. Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under Section **II** - Who Is An Insured does not apply to:

- 1) Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- 2) Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their

employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

- a.** You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1)** How, when and where the "occurrence" or offense took place;
 - (2)** The names and addresses of any injured persons and witnesses; and
 - (3)** The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to any insured listed under Paragraph **1.** of **Section II - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or offense.

12. Nonowned Aircraft

The following is added to Exclusion **2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

- a.** The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- b.** The aircraft is rented with a trained, paid crew; and
- c.** The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 3. "Bodily injury" is replaced by the following:

- 3.** "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental an-

guish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of Exclusion **2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured**:

- 2.** Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

16. Voluntary Property Damage Coverage

- a. Section I - Coverages** is amended to include the following:

COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE

(1) Insuring Agreement

- (a)** We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

- 1)** Damage is caused by you; or
- 2)** Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under Voluntary Proper-

ty Damage Coverage will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under Voluntary Property Damage Coverage shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

(b) This insurance applies to "property damage" only if:

- 1)** The "property damage" takes place in the "coverage territory"; and
- 2)** The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by Coverage **A** - Bodily Injury And Property Damage Liability, **2. Exclusions**, except for **j. Damage To Property**, Paragraphs **(3), (4), (5)** and **(6), k. Damage To Your Product**, and **l. Damage To Your Work**.

(3) Definitions

For purposes of Voluntary Property Damage Coverage only, the following definitions under **Section V - Definitions** are replaced by the following:

- 13.** "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".
- 17.** "Property damage" means physical injury to tangible property. Electronic data is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

As used in this definition, electronic data means information, facts or programs, stored as or on, created or used on, transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by Care, Custody Or Control Liability Coverage in this endorsement only:

- (1)** Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, **2. Exclusions**, **j. Damage To Property**, Paragraphs **(3), (4)** and **(5)** do not apply to "property damage" to the property of others described therein.

- (2)** It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph **(2)** supersedes any provision in the Coverage Part to the contrary.

- (3)** "Property damage" for which Care, Custody Or Control Liability Coverage provides coverage shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage, **Section III - Limits Of Insurance** is amended to include the following:

- (1)** The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B**.

Limits Of Insurance, **16.** Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

- (a) Insureds;
 - (b) Claims made or "suits" brought; or
 - (c) Persons or organizations making claims or bringing "suits".
- (2) (a) Subject to (3) below, the Voluntary Property Damage Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Voluntary Property Damage Coverage;
- (b) The Care, Custody Or Control Liability Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Care, Custody Or Control Liability Coverage;
- because of all "property damage" arising out of any one "occurrence".
- (3) The Voluntary Property Damage Coverage, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under Voluntary Property Damage Coverage. This limit applies separately to each "coverage term".
- (4) **Deductible Clause**
- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence"

which are in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **16.** Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage. The limits of insurance will not be reduced by the application of such Deductible Amount.

- (b) Section **IV** - Commercial General Liability Conditions, **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 9. "Insured contract" is amended as follows:

- a. Paragraph **c.** is replaced by the following:
 - c. Any easement or license agreement;
- b. Paragraph **f.(1)** is deleted in its entirety.

18. Alienated Premises

Exclusion **2.j.** Damage To Property, Paragraph (2) under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability does not apply if the premises are "your work".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and in-

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
 2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**
- F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance;** or
 2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.
- G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization de-

scribed in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

- H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/13/2025

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

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	CONTACT NAME: Jim Ledbetter PHONE (A/C, No, Ext): 360-626-2019 FAX (A/C, No): 360-626-2019 E-MAIL ADDRESS: jim.ledbetter@assuredpartners.com
License#: 6003745 AVIPROF-01	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty and Surety Co of America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED AVI Professional Corporation 1103 Old Town Lane Suite 101 Cheyenne WY 82009	NAIC # 31194

COVERAGES**CERTIFICATE NUMBER:** 1527571093**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			108038939	5/8/2025	5/8/2026	Per Claim Aggregate \$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured Status is not available on Professional Liability Policy.

CERTIFICATE HOLDER**CANCELLATION**

Laramie County 13797 Prairie Center Circle Cheyenne WY 82009	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Mark Gordon
Governor

State of Wyoming Department of Workforce Services

Unemployment Tax
P.O. Box 2760
Casper, WY 82602 2760
Phone 307-235-3217
Fax 307-235-3278
<https://dws.wyo.gov>



Elizabeth Gagen, J.D
Director

AVI, PC
ROSS ELLIOTT
1103 OLD TOWN LN, STE 101
CHEYENNE, WY 82009

UNEMPLOYMENT INSURANCE CERTIFICATE OF GOOD STANDING

CERTIFICATE

NUMBER:	204404
ONLY VALID AS ISSUED TO:	AVI, PC
EFFECTIVE DATE:	3/18/2025
EXPIRATION DATE:	3/18/2026

PROJECT:

A review of the Division files indicates that A V I PC is in compliance with the Wyoming Unemployment Insurance requirements as of the effective date shown above.

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

AVI PC
1103 OLD TOWN LANE STE 101
CHEYENNE, WY 82009



Mark Gordon
Governor

State of Wyoming Department of Workforce Services

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



Elizabeth Gagen, J.D.
Director

Recipient:

Employer:

AVI, PC
Attn: ROSS ELLIOTT
1103 OLD TOWN LN, STE 101
CHEYENNE, WY 82009

AVI PC
1103 OLD TOWN LANE STE 101
CHEYENNE, WY
82009

WORKERS' COMPENSATION CERTIFICATE OF GOOD STANDING

Mail Date: 3/18/2025

EXPIRATION DATE: 3/18/2026

Job Reference:

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

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

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

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

Sincerely,

Office Support Specialist
Division of Workers' Compensation