

LARAMIE COUNTY CLERK
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: April 2, 2013

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

3. DEPARTMENT: Public Works

APPLICANT: Don Beard AGENT: Don Beard

4. DESCRIPTION: Consideration of Allison Draw Greenway Phase III, Federal project STP-E-LC 0.00 TL12006 between Laramie County and Naranjo Civil Constructors.

Amount \$ 591,273.00 from _____ to _____

5. DOCUMENTATION: 3 Original

Clerks Use Only:

<u>Commissioners</u>	<u>Signatures</u>
Ash _____	Co Attny _____
Hasenauer _____	Assist Co Attny _____
Holmes _____	Grants Manager _____
Humphrey _____	Outside Agency _____
Thompson _____	
Action _____	
Postponed/Tabled _____	

Part V
ALLISON DRAW GREENWAY PHASE III
FEDERAL PROJECT STP-E-LC 0.00 TL12006
AGREEMENT

between

LARAMIE COUNTY, WYOMING and Naranjo Civil Constructors. April 2, 2013

This Agreement (hereinafter Agreement) made and entered into by and between Laramie County, Wyoming, 310 W. 19th Street, Suite 300, Cheyenne, Wyoming, 82001 ("COUNTY") and Naranjo Civil Constructors 1863 2nd Avenue Greeley CO.80631 ("CONTRACTOR").

COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

Article 1. WORK

The project for which the Work under the CONTRACT documents is generally described as follows:

Allison Draw Greenway Phase III

Article 2. ENGINEER

AVI p.c. hereinafter called Engineer, will assume all duties and responsibilities and will have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

AVI P.C.
1103 Old Town Lane, Suite 101
Cheyenne, WY 82009
(307) 637-6017

Article 3. CONTRACT TIME

- 3.1 The Work will be substantially completed and ready for final payment in accordance with the General Conditions by August 15th,2013.
- 3.2 Liquidated Damages. COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that COUNTY will suffer financial loss if Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the COUNTY if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, COUNTY and CONTRACTOR agree that as

Liquidated Damages for delay (but not as a penalty) CONTRACTOR shall pay COUNTY an amount based on the original contract amount as specified in the Supplemental Conditions, Section 3, for each calendar day that expires after the time specified in paragraph 3.1 for substantial completion until the Work is substantially complete.

Article 4. CONTRACT PRICE: \$591,273.00

COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents, the prices bid for the unit or lump sum items as set forth in the conformed copy of the Proposal Schedule hereto attached, which prices shall conform to those in the accepted Contractor's Proposal on file in the office of the COUNTY. Monthly and final payments shall be made as provided in the General Conditions. All payments shall be in accordance with W.S. 16-6-602 (as amended).

Whenever any portion of the Work is to be performed for CONTRACTOR by a subcontractor, CONTRACTOR shall have identified in writing, and given to COUNTY prior to the Notice of Award, those portions of the Work that CONTRACTOR proposes to subcontract. After the Notice of Award, CONTRACTOR may only subcontract portions of the Work with the COUNTY's written consent.

Article 5. CHANGES IN THE WORK

The amount of any increases or decreases in the CONTRACTOR's Fee which results from a Change Order shall be set forth in the applicable Change Order. No increases or decreases in the CONTRACTOR'S Fee will be allowed without an approved Change Order.

Article 6. PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with the General Conditions. The Applications for Payment will indicate the amount of the CONTRACTOR's Fee then payable. Applications for Payment will be processed by the Engineer as provided in the General Conditions.

6.1 Progress Payments. COUNTY shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications of Payment as recommended by Engineer. All such payments shall be subject to the limitations of the Proposal Schedule.

All such payments will be on the basis of the progress of the Work measured by the Schedule of values provided for in the General Conditions.

Payments prior to Final Payment shall be in an amount equal to 90% of such fee earned to the date of the approval Application for Payment (less in each case payments previously made on account of such fee) based on the progress of the Work measured by the schedule of values provided for in the General Conditions.

- 6.2 Final Payment. Upon final completion and acceptance of the Work in accordance with the General Conditions, the COUNTY shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph.

Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce COUNTY to enter into this Agreement, the CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has become familiar with the nature and extent of the Contract Documents, work locality, and with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 7.2 CONTRACTOR has given Engineer written notice of all conflicts, errors or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to CONTRACTOR.

Article 8. ACCOUNTING RECORDS

CONTRACTOR shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and the accounting methods shall be satisfactory to COUNTY. CONTRACTOR shall preserve all such documents for a period of three (3) years after the final payment by COUNTY.

Article 9. CONTRACT DOCUMENTS

The Contract Documents which comprise the Agreement between the COUNTY and the CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- 9.1 This Agreement
- 9.2 Performance and other Bonds
- 9.3 Notice of Award

- 9.4 *Wyoming Public Works Standard Specifications-2001 Edition, with amendments*
- 9.5 General Conditions
- 9.6 Supplementary Conditions
- 9.7 Special Provisions included with this project manual
- 9.8 Drawings
- 9.9 Any addenda to the Notice of Bidders
- 9.10 Any modifications, including change orders, duly delivered after execution of this Agreement.

There are no Contract Documents other than those listed above in this Article 9. The Contract Documents may be altered, amended, or repealed only by a Modification (as defined in the General Conditions).

Article 10. MISCELLANEOUS

- 10.1 Terms used in this Agreement which are defined in the General Conditions shall have the meanings indicated in the General Conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by the law), and unless specifically state to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 10.3 COUNTY and CONTRACTOR each bind themselves their partners, successors, assigns and legal representatives to the other party hereto, and the partners, successors, assigns and legal representatives of the other party, in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 10.4 Retention of Records: CONTRACTOR agrees to retain all required records for five (5) years after COUNTY makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents,

data or reports, prepared by CONTRACTOR under this Agreement shall be considered 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.

- 10.5 Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this Agreement and will make all deductions required of employees by federal, state and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.
- 10.6 Acceptance Not Waiver: COUNTY approval of the reports, and Work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the Work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 10.7 Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.
- 10.8 Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive Owner's Governmental Immunity as provided in this Agreement.
- 10.9 Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.
- 10.10 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.

- 10.11 ADA Compliance: All parties agree they will not discriminate against a qualified individual with a disability, pursuant to law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. §12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.
- 10.12 Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.
- 10.13 Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.
- 10.14 Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of the CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.
- 10.15 Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, acts of God or public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.
- 10.16 Limitation on Payment: COUNTY'S payment obligation is conditional upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

- 10.17 Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for 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.
- 10.18 Compliance with Law: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

Article 11. Special Provisions for Grants Funded with Federal Money.

The sources of payment under this Agreement are funds either in whole or part from the WYDOT TEAL Program. Contractor agrees to comply with the requirements of the rules and regulations as necessary, including but without limitation, the following:

- 11.1 Limitation on Use of Funds: No funds shall be used for any casino or other gambling establishment, aquarium, zoo, golf course or swimming pool.
- 11.2 Predetermined Minimum Wage (Davis Bacon): All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. All pertinent information related to compliance with labor standards, including prevailing wage rates and instructions for reporting may be obtained from the Department of Labor. COUNTY must certify that this requirement has been complied with prior to receiving any disbursements under this agreement. (When you are ready to award the contract let me know and we can lock in these numbers).
- The COUNTY shall be responsible for obtaining, maintaining and monitoring all Davis Bacon Act certified payroll records submitted by the contractor and conducting all Davis Bacon Wage Interviews of contractors and subcontractors.
- 11.3 Disadvantaged Business Enterprise (DBE): The CONTRACTOR should encourage the participation of DBE Contractors, subcontractors and other vendors for this project. If the project has no DBE goals, it should so be stated in the Contract Bid Documents. At the discretion of the State, COUNTY shall submit adequate documentation showing the efforts to solicit DBE participation in this project.
- 11.4 Whistleblower Protection: An employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated

against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the State, and inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover or terminate for misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of:

- Gross mismanagement of an agency contract or grant relating to covered funds;
- A gross waste of covered funds;
- A substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- An abuse of authority related to the implementation or use of covered funds, or
- A violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation or a contract) or grant, awarded or issued relating to covered funds.

- 11.5 Buy American Provisions: No funds shall be used for the purchase of iron, steel and manufactured goods manufactured outside of the United States for construction, maintenance, repair or alternation of any public building or public works under this Contract unless an exception to this requirement allows such purchase. COUNTY covenants and agrees that it will secure "Buy American" certifications from all project prime contractors and subcontractors within thirty (30) days of contract award. COUNTY further covenants and agrees that it will provide the prime contractor and subcontractor certification to the Office within thirty (30) days after receipt. COUNTY covenants and agrees that it will not commence construction of its project until all prime contractor and subcontractor certifications have been provided to the Office.
- 11.6 Registration and Posting Job Openings Requirement: COUNTY shall require all contractors to register, and post all job openings, which result from its work under this contract, with its local Department of Workforce Services Workforce Center. The contractor shall also require all subcontractors working under this contract to register, and post all job openings, which result from work under this contract, with their local Department of Workforce Services Workforce Center. COUNTY must certify that this requirement has been complied with prior to receiving any reimbursements under this agreement.
- 11.7 Suspension and Debarment: By signing this agreement, COUNTY certifies that neither it nor its principals are presently debarred, suspended or proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction nor form federal financial or non-financial assistance, nor are any of the participants involved in the execution of this agreement suspended, debarred or voluntarily excluded by and federal department or agency in accordance with

Executive Order 12549 (Debarment or Suspension) and CFR 44, Part 17 or are on the disbarred vendors list at www.epls.gov. Further, COUNTY agrees to notify the State by certified mail should it or any of its agents become debarred, suspended or voluntarily excluded during the term of this agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to COUNTY, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed and identified by COUNTY or by ENGINEER on COUNTY'S behalf, and CONTRACTOR.

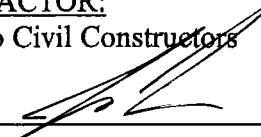
This Agreement is effective the date first written above on page 1.

COUNTY: Laramie County

CONTRACTOR:

Naranjo Civil Constructors

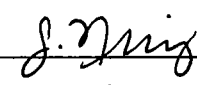
BY: _____

BY:  _____

TITLE: _____

TITLE: VP _____

ATTEST: _____

ATTEST:  _____

TITLE: _____

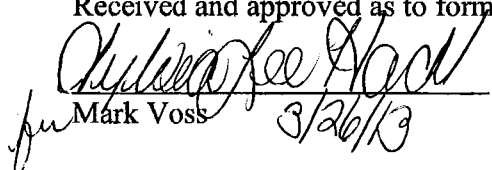
TITLE: GM/SEC. _____

Address for giving notices:

Address for giving notices:

1863 2ND AVE.
GREELEY, CO 80631

Received and approved as to form only by the Laramie County Attorney:


Mark Voss 3/26/13

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 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 Flood & Peterson Ins., Inc. P. O. Box 578 Greeley, CO 80632 970 356-0123	CONTACT NAME: Kim Parker
	PHONE (A/C, No, Ext): 970 506-3213
	FAX (A/C, No): 970 506-6865
	E-MAIL ADDRESS: kparker@floodpeterson.com
	PRODUCER CUSTOMER ID #:
	INSURER(S) AFFORDING COVERAGE
INSURED H & L Concrete Inc. dba: Naranjo Civil Constructors Inc. 1863 2nd Ave. Greeley, CO 80631-5901	INSURER A: Travelers Indemnity Company
	INSURER B: Travelers Property Casualty Co
	INSURER C: Pinnacol Assurance
	INSURER D: OneBeacon
	INSURER E:
	INSURER F:

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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>			DTCO5854P298IND13	02/18/2013	02/18/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Drive Other Car			DT8105854P298TIL13	02/18/2013	02/18/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000			DTSMCUP5854P298TIL	02/18/2013	02/18/2014	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	1452910	06/01/2012	06/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Inland Marine			7100317750001	02/18/2013	02/18/2014	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: Allison Draw Greenway Phase III, Federal Project STP-E-LC 0.00 TL12006
 Laramie County, Wyoming is included as Additional Insured as required by written contract but only as (See Attached Descriptions)

CERTIFICATE HOLDER Laramie County, Wyoming 310 W. 19th Street, Suite 300 Cheyenne, WY 82001	CANCELLATION 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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

EXAMPLE OF PERFORMANCE AND PAYMENT BOND

BOND #17S101927

KNOW ALL MEN BY THESE PRESENTS:

That Naranjo Civil Constructors, Inc.
(Name of Contractor)

1863 2nd Avenue; Greeley, CO 80631
(Address of Contractor)

a Colorado Corporation, hereinafter called Principal, and

The Ohio Casualty Insurance Company
(Name of Surety)

hereinafter called Surety, are held and firmly bound unto LARAMIE COUNTY, 310 West 19th Street, Cheyenne, WY 82001, hereinafter called OWNER, in the penal sum of:

Five Hundred Ninety-One Thousand,
Two Hundred Seventy-Three and no/100ths Dollars (\$ 591,273.00), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the OWNER, dated the 2nd day of April, 2013, a copy of which is hereto attached and made a part hereof, for the construction of Allison Draw Greenway Phase III

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms and conditions, and agreements, of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one (1) year guaranty period, and if the principal shall satisfy all the claims and demands incurred under such contact, and shall fully indemnify and save harmless the OWNER from all costs and damages which the County may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to Work to be performed there under or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the Work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in Two (2) counterparts, each one of which shall be deemed an original, this the 2nd day of April, 2013.

[Signature]
(Witness)

Naranjo Civil Constructors, Inc.
(Principal)

By: [Signature]
VP
(Title)

1863 2nd Avenue

Greeley, CO 80631
(Address)

[Signature]
(Witness)

The Ohio Casualty Insurance Company
(Surety)

By: [Signature]

K'Anne E. Vogel
(Attorney-in-fact)

62 Maple Avenue

Keene, NH 03431
(Address)

Countersigned:

By: N/A
(Wyoming Resident Agent)

(Address)

NOTE: Date of Bond must be same as date of Contract. If Contractor is a partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Wyoming.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5624808

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brandi J. Tetley; Chris Richmond; Darlene Krings; Diane Clementson; K'Anne E. Vogel; Katherine E. Dill; Kelly T. Urwiller; Royal R. Lovell; Russell D. Lear

all of the city of Greeley state of CO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of October, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 23rd day of October, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of April, 2013.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.