

## **PART V AGREEMENT**

THIS AGREEMENT is dated this 9th day of August, 2019, by and between Laramie County (hereinafter called Owner) and Simon Contractors, (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **Article 1. WORK**

The project for which the Work under the Contract Documents is generally described is as follows:

North Yellowstone Road Full Depth Reclamation and Paving

### **Article 2. ENGINEER**

BenchMark Engineers, P.C.  
1920 Thomas Avenue, Suite 200  
Cheyenne, WY 82001  
(307) 634-9064

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.

### **Article 3. CONTRACT TIME**

- 3.1 The Work will be substantially completed and ready for final payment in accordance with the General Conditions by October 31, 2019.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner 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 proceeding the actual loss suffered by Owner if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as Liquidated Damages for delay (but not as a penalty) Contractor shall pay Owner 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**

Owner 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 Owner. Monthly and final payment shall be made as provided in the General Conditions.

Whenever any portion of the Work is to be performed for Contractor by a Subcontractor, Contractor shall have identified in writing, and given to Owner 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 Owner'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 Engineer as provided in the General Conditions.

- 6.1 Progress Payments. Owner 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 approved 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 Owner 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 Owner 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 Owner. Contractor shall preserve all such documents for a period of three (3) years after the final payment by Owner.

## Article 9. CONTRACT DOCUMENTS

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

- 9.1 This Agreement (pages V-1 through V-18, inclusive).
- 9.2 Performance and other Bonds.
- 9.3 Notice of Award.
- 9.4 Wyoming Public Works Standard Specifications - 2015 Edition, with amendments.
- 9.5 General Conditions (pages VI-1 through VI-31, inclusive).
- 9.6 Supplementary Conditions (pages VII-1 through VII-4 inclusive).
- 9.7 Special Provisions included with this project manual.
- 9.8 Drawings consist of sheets: Cover and 1-7 with each sheet bearing the following general title: North Yellowstone Road FDR and Paving.
- 9.9 Any addenda to the Notice to 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 stated 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 Owner 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 three (3) years after Owner makes final payment and all other matters relating to the Agreement are concluded. Contractor agrees to permit access by the Owner or any of its duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by Contractor under this contract shall be considered the property of the Owner and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the Owner, will be turned over to the Owner.
- 10.5 Independent Contractor: The services to be performed by Contractor are those of an independent contractor and not as an employee of Owner. 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 contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. Contractor is free to perform the same or similar services for others.
- 10.6 Acceptance Not Waiver: Owner 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. Owner 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 Owner 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 Owner 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 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.
- 10.12 Governmental/Sovereign Immunity: Owner 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, Owner 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: Owner and Contractor affirm, to their knowledge, no Contractor employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of Contractor, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.
- 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: Owner's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by Contractor the Agreement may be terminated by Owner at the end of the period for which funds are available. Owner shall notify Contractor at the earliest possible time of the services which will or may be effected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if Owner knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to Owner in the event this provision is exercised, and Owner 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 Owner 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.



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

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

OWNER: Laramie County

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

Address for giving Notices:

13797 Prairie Center Circle  
Cheyenne, Wyoming 82009

CONTRACTOR: Simon Contractors

BY: [Signature]

TITLE: VICE PRESIDENT & C.F.O.

(Corporate Seal)

ATTEST: [Signature]

TITLE: Construction Admin.

Address for giving Notices:

6215 Clear Creek Parkway

Cheyenne, WY 82007

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

**LARAMIE COUNTY  
PERFORMANCE AND PAYMENT BOND REQUIREMENTS**

1. Signature of principal must be affixed to the bond.
2. Signature of principal must be witnessed.
3. Name of principal must be witnessed.
4. The legal capacity of the principal must be stated in the caption of the bond (i.e., corporation, partnership or sole proprietorship).
5. If the principal is jointly owned, all Owners must sign the bond.
6. If the principal is a partnership, at least two partners must sign the bond.
7. Signature of the attorney-in-fact acting on behalf of the surety company must appear on the bond.
8. The surety's seal must be affixed to the signature of the attorney-in-fact (Facsimile seals are NOT acceptable).
9. The bond must contain the signature and address of a resident agent of the surety company, qualified to do business in the State of Wyoming.
10. Power of Attorney/Acknowledgment of Surety must be signed, sealed and dated with the same date as execution of bond.
11. Date of written Agreement and date of bond must be the same. Post-dated bonds are not acceptable.
12. Bond form must be completely executed. Bonds with blank spaces, including dates, are not acceptable.
13. The bond must be accompanied by a properly executed authorization of Power of Attorney.

**CORPORATE PRINCIPALS ONLY:**

14. The person signing on behalf of the corporate principal must state his/her legal capacity and he/she must be either the president or the vice-president if it is a corporation. If the officer or person signing on behalf of the corporate principal is other than the president or vice-president, there must be attached to the bond a resolution or certified evidence of authority that such officer or person has authority to sign on behalf of the principal.
15. If the principal is a corporation, the signature of the principal must be witnessed or attested to by the secretary or assistant secretary of the corporation.
16. The corporate seal must be affixed to the signature of the principal. (Facsimile seals are NOT acceptable).
17. Each party is required to sign his or her own name.



18. All changes or strike-throughs must be initialed by the resident agent or attorney-in-fact of the surety. The surety must be notified of such changes.

## EXAMPLE OF PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

hereinafter called Surety, are held and firmly bound unto Laramie County, 310 West 19th Street, Cheyenne, Wyoming, 82001, hereinafter called Owner, in the penal sum of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof, for the construction of the North Yellowstone Road Full Depth Reclamation and Paving project.

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 contract, and shall fully indemnify and save harmless the Owner from all costs and damages which the Owner 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 the to Work to be performed thereunder 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 \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Principal)

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_

\_\_\_\_\_  
(Attorney-in-fact)

Countersigned:

\_\_\_\_\_

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
(Wyoming Registered 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.



## CONTRACTOR'S CERTIFICATION OF COMPLETION

TO: \_\_\_\_\_

DATE: \_\_\_\_\_

PROJECT: \_\_\_\_\_

JOB NO. \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

ATTN: Resident Project Rep.

OWNER: Laramie County, Wyoming

FROM: \_\_\_\_\_  
(Firm or Corporation)

This is to certify that I, \_\_\_\_\_ am an authorized official of \_\_\_\_\_  
\_\_\_\_\_ working in the capacity of \_\_\_\_\_  
and have been properly authorized by said firm or corporation to sign the following statements pertaining  
to the subject contract:

I know of my own personal knowledge, and do hereby certify, that the work of the contract described  
above has been performed, and materials used and installed in every particular, in accordance with, and in  
conformity to, the contract drawings and specifications.

The contract work is now complete, and ready for your final inspection.

I understand that neither the determination by the Engineer that the work is complete, nor the acceptance  
thereof by the Owner, shall operate as a bar to claim against the Contractor under the terms of the  
guarantee provisions of the contract documents.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

FOR: \_\_\_\_\_

### DISTRIBUTION:

1. Project Manager
2. Field Office
3. File

## CONSENT OF SURETY FOR FINAL PAYMENT

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_

Type of Contract \_\_\_\_\_

Amount of Contract \_\_\_\_\_

In accordance with the provisions of the above-named Contract between the Owner and the Contractor, the following named surety:

\_\_\_\_\_

On the Payment Bond of the following named Contractor:

\_\_\_\_\_

hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner, as set forth in said Surety company's bond:

\_\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Name of Surety Company)

\_\_\_\_\_  
(Signature of Authorized Representative)

(Affix corporate  
seal here)

TITLE \_\_\_\_\_

## FINAL WAIVER OF LIEN

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by (A) \_\_\_\_\_  
to furnish labor and materials for (B) \_\_\_\_\_ work,  
under a contract (C) \_\_\_\_\_  
for the improvement of the premises described as (D) \_\_\_\_\_  
in Laramie County, State of Wyoming of which Laramie County is the Owner.

NOW, THEREFORE, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for and in  
consideration of the sum of (E) \_\_\_\_\_  
dollars paid simultaneously herewith, the receipt whereof is hereby  
acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or  
claim of lien with respect to and on said above-described premises, and the improvements thereon, and  
on the monies or other considerations due or to become due from the Owner, on account of labor,  
services, material, fixture, apparatus or machinery heretofore or which may hereafter be furnished by the  
undersigned to or for the above described premises by virtue of said contract.

(F) \_\_\_\_\_ (SEAL)  
(Name of sole ownership, corporation or partnership)

(Affix corporate  
seal here)

\_\_\_\_\_ (SEAL)  
(Signature of Authorized Representative)

TITLE: \_\_\_\_\_

### INSTRUCTIONS FOR FINAL WAIVER:

- (A) Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received and equal to total amount of contract as adjusted.
- (F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.



## AFFIDAVIT OF RELEASE OF LIENS

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by \_\_\_\_\_  
to furnish labor and materials for \_\_\_\_\_  
\_\_\_\_\_ work, under a contract  
\_\_\_\_\_ for the improvement  
of the property described as \_\_\_\_\_  
\_\_\_\_\_ in Laramie County, in the State of Wyoming, of which Laramie County is the Owner.

NOW, THEREFORE, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

The undersigned, as the Contractor for the above-named Contract pursuant to the conditions of the Contract hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all subcontractors, all suppliers of materials and equipment, and all performers of work, labor or services, who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

Exceptions: (if none, write "None." If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception).

### ATTACHMENTS:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from subcontractors and material and equipment suppliers.

CONTRACTOR: \_\_\_\_\_ (SEAL)  
(Name of sole ownership, corporation or partnership)

(Affix corporate seal here) \_\_\_\_\_ (SEAL)  
(Signature of Authorized Representative)

TITLE: \_\_\_\_\_

## AFFIDAVIT OF PAYMENT

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by \_\_\_\_\_  
to furnish labor and materials for \_\_\_\_\_  
\_\_\_\_\_ work, under a contract  
\_\_\_\_\_ for the improvement of the  
property described as \_\_\_\_\_  
\_\_\_\_\_ in Laramie County, State of Wyoming of which Laramie  
County is the Owner.

NOW, THEREFORE, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The undersigned, as the Contractor for the above-named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None." If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

### ATTACHMENTS:

1. Consent of Surety to Final Payment. (Whenever Surety is involved, Consent of Surety is required.)
2. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
3. Separate Releases or Waivers of Liens from subcontractors and material and equipment suppliers.
4. Contractor's Affidavit of Release of Liens.

CONTRACTOR: \_\_\_\_\_ (SEAL)  
(Name of sole ownership, corporation or partnership)

(Affix corporate  
seal here)

\_\_\_\_\_  
(Signature of Authorized Representative)

TITLE: \_\_\_\_\_

## CONTRACT PAYMENT REQUEST

DATE: \_\_\_\_\_

LARAMIE COUNTY - CONTRACT PAYMENT REQUEST

PROJECT: NORTH YELLOWSTONE ROAD FULL DEPTH RECLAMATION AND PAVING

CONTRACTOR: \_\_\_\_\_

CONTRACT PAYMENT REQUEST NUMBER: \_\_\_\_\_

The present status of the account for this contract is as follows:

Original Contract Amount ..... \$ \_\_\_\_\_

Net Change by Change Orders to Date ..... \$ \_\_\_\_\_

Current Contract Amount ..... \$ \_\_\_\_\_

Total Completed to Date ..... \$ \_\_\_\_\_

Less 10% Retainage ..... \$ \_\_\_\_\_

Total Earned Less Retainage ..... \$ \_\_\_\_\_

Less Previous Payments ..... \$ \_\_\_\_\_

Total Payment Due ..... \$ \_\_\_\_\_

DATE RECEIVED BY ENGINEER: \_\_\_\_\_

In the opinion of the Engineer, this estimate is complete and correct and conforms in all material respects with the requirements of the contract and payment is recommended:

RECOMMENDED BY: \_\_\_\_\_  
ENGINEER - PROJECT MANAGER

REQUESTED BY: \_\_\_\_\_  
CONTRACTOR

AUTHORIZED BY: \_\_\_\_\_  
LARAMIE COUNTY REPRESENTATIVE



**PURCHASE ORDER FOR RESTAKING OF CONSTRUCTION SURVEYING**

PROJECT: NORTH YELLOWSTONE ROAD FULL DEPTH RECLAMATION AND PAVING

DATE: \_\_\_\_\_

FROM: \_\_\_\_\_

TITLE: \_\_\_\_\_

SENT: ☐ Fax (307-778-8010) ☐ Email ☐ Other \_\_\_\_\_

Description and location of requested restaking: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RECEIVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

ESTIMATED COST TO RESTAKE: \_\_\_\_\_  
(to be completed by BenchMark Engineers, P.C.)

ACCEPTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
Contractor

DATE: \_\_\_\_\_

**PART III  
PROPOSAL**

**NORTH YELLOWSTONE ROAD FULL DEPTH RECLAMATION AND PAVING**

**BIDS CLOSE 11:00 A.M., JULY 30, 2019**

This Bid is submitted to:

Laramie County Public Works  
David Bumann, Director  
13797 Prairie Center Circle  
Cheyenne, Wyoming 82009

The undersigned Bidder proposes and, if this Bid is accepted, agrees to enter into an Agreement with Owner in the form included in the Contract Documents, to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

Bidder accepts all terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This bid will remain open for sixty (60) days after the day of Bid Opening. Bidder will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen (15) days after the date of Owner's Notice of Award.

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

- (a) Bidder has examined copies of all the Contract Documents and of the following addenda (if none, so state):

Date	Number
<u>7-25-19</u>	<u>1</u> QBJ
<u>                    </u>	<u>                    </u>
<u>                    </u>	<u>                    </u>

(receipt of all of which is hereby acknowledged) and copies of the Advertisement or Invitation to Bid and the Instructions to Bidders;

- (b) Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting costs, progress or performance of the Work and has made such independent investigations as Bidder deems necessary; and
- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not

solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain any advantage over any other Bidder or over Owner.

Bidder will compete the Work in accordance with the following Proposal Schedules. It is understood that the Owner has the right to reject any and all bids, also that the Owner may accept any or all Proposal Schedules. The Owner reserves the right to reduce quantities or eliminate items listed on the bid schedule in order for the project to meet the budget. The Owner reserves the right to increase or decrease the limits and/or scope of the project to better utilize allocated funds.

Bidder agrees that the Work will be substantially completed on or before the dates or within the number of working days indicated in the Agreement.

Bidder accepts the provisions of the Agreement as to Liquidated Damages in the event of failure to complete the Work on time.

The following is a list of documents that are included with and made a condition of this Bid:

- (a) This bid proposal completed and signed including acknowledgment of all addenda, if any.
- (b) Required Bid Security in the form of a signed Bid Bond, certified check or cashier's check in the amount of not less than five percent (5%) of the total sum bid for all schedules.
- (c) Signed itemized bid sheet.
- (d) A list of all subcontractors and suppliers.

Communications concerning this bid shall be addressed to the address of Bidder indicated on page III-3 or III-4.



SUBMITTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

(Bidder must sign in appropriate block below or on page III-4.)  
(UNSIGNED BIDS WILL NOT BE ACCEPTED.)

**A SOLE PROPRIETORSHIP**

By \_\_\_\_\_

Doing Business As: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone Number: (\_\_\_\_\_) \_\_\_\_\_

**A PARTNERSHIP**

\_\_\_\_\_  
(Firm Name)

By: \_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: (\_\_\_\_\_) \_\_\_\_\_

(Signature forms for a Corporation or Joint Venture are on next page.)

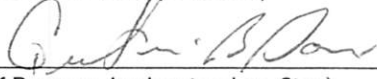
SUBMITTED THIS 30th DAY OF July, 2019.

(Bidder must sign in appropriate block below or on page III-3.)  
(UNSIGNED BIDS WILL NOT BE ACCEPTED.)


**A CORPORATION**

Simon Contractors  
(Corporation Name)

Wyoming  
(State of Incorporation)

By:   
(Name of Person Authorized to Sign)

Chief Estimator/Officer  
(Title)

Attest:   
(Secretary)

Business Address: 6215 Clear Creek Parkway  
Cheyenne, WY 82007

(Corporate Seal)

Telephone Number: (307 ) 632-7900

**A JOINT VENTURE**

By: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

(Each party to a joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above. Provide additional sheets as necessary for additional members of a Joint Venture.)

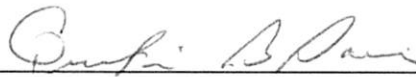
# ITEMIZED BID SHEET

PROJECT: North Yellowstone Road Full Depth Reclamation and Paving

BASE BID (1 OF 1)

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Cost
1	Mobilization	LS	1	\$ 155,000.00	\$ 155,000.00
2	Bonds and Insurance	LS	1	\$ 6,500.00	\$ 6,500.00
3	Traffic Control and Site Safety	LS	1	\$ 83,000.00	\$ 83,000.00
4	Quality Control Testing	LS	1	\$ 10,000.00	\$ 10,000.00
5	Remove Delineators	LS	1	\$ 950.00	\$ 950.00
6	Remove Sign and Post, Return to Owner	EA	2	\$ 115.00	\$ 230.00
7	Unclassified Excavation at Shoulders	LS	1	\$ 10,000.00	\$ 10,000.00
8	Full Depth Reclamation with Cement Stabilization	SY	36,975	\$ 7.30	\$ 269,917.50
9	Crushed Base, Grading W "Add Rock"	Ton	5,900	\$ 20.50	\$ 120,950.00
10	Crushed Base, Grading W (additional for shoulders)	Ton	500	\$ 24.00	\$ 12,000.00
11	Plant Mix Bituminous Pavement, 4"	Ton	8,625	\$ 82.00	\$ 707,250.00
12	Engineering Fabric, Biaxial Geogrid (as needed)	SY	7,040	\$ 5.00	\$ 35,200.00
13	Striping, Centerline	Mile	2.74	\$ 3,777.37	\$ 10,349.99
14	Delineators, Type I-C	EA	98	\$ 36.00	\$ 3,528.00
15	Delineators, Type II-A	EA	46	\$ 37.00	\$ 1,702.00
16	Object Markers	EA	4	\$ 225.00	\$ 900.00
17	Remove and Reset Mailboxes (as directed)	EA	4	\$ 475.00	\$ 1,900.00
18	Force Account	\$	30,000	\$ 1.00	\$ 30,000.00
Total					\$ 1,459,377.49

Signature of Bidder:



Company Name: Simon Contractors

Print Name: Quint Davis, Chief Estimator/Officer

Date: July 30, 2019

Note: The Owner reserves the right to reduce quantities or eliminate items on the bid schedule in order for the project to meet the budget.

LIST OF SUBCONTRACTORS AND MATERIAL SUPPLIERS			
Work	Subcontractor or Material Supplier	City, State	% of Work
Signs	S & J Signs, Inc.	Cheyenne, WY	0.6%
Striping	American Striping Co.	Englewood, CO	0.7%
FDR	Industrial Builders	Fargo, ND	5.5%
Testing	Westest	Loveland, CO	0.6%

Note: A list of subcontractors and material suppliers proposed for this project shall be completed and submitted with the bid. Use additional sheets if necessary.



**PART IV**

**BID BOND**

PROJECT: North Yellowstone Road Full Depth Reclamation and Paving

KNOW ALL MEN BY THESE PRESENTS, that Simon Contractors, as Bidder, and, Liberty Mutual Insurance Company, as Surety, a corporation duly organized under the laws of the State of MA and authorized to do business within the State of Wyoming, are held and firmly bound unto Laramie County, Wyoming, in the full and just sum of Five Percent of Amount Bid (\$ (5%)), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal is herewith submitting a Proposal for the North Yellowstone Road Full Depth Reclamation and Paving, and Laramie County, Wyoming, has required as a condition for submitting said Proposal, that said Principal deposit specified Bid Security in an amount not less than five percent (5%) of the amount of said Proposal, conditioned that in event of failure of Principal to execute the Contract and furnish the required performance and payment bonds if the Contract is awarded to said principal, that said sum be paid immediately to Laramie County, Wyoming as liquidated damages, and not as penalty, for the Principal's failure to perform.

The condition of this obligation is such that if the aforesaid Principal will, within the time required, enter into a formal contract and give such bonds as are specified in the bidding documents with surety acceptable to Laramie County; or if Principal shall fail to do so, pay to Laramie County the sum determined herein as liquidated damages and not as a penalty, then this obligation shall be void; otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this 23rd day of July, 2019.

BIDDER

SURETY

Simon Contractors (Seal)  
By: [Signature]  
Signature and Title Chief Estimator  
Attest: [Signature]  
Signature and Title Construction Admin.

Liberty Mutual Insurance Company (Seal)  
By: [Signature]  
Signature and Title Joshua Sanford, Attorney-in-Fact  
(Attach Power of Attorney)  
Attest: [Signature]  
Signature and Title Sabrina Morrett, Witness



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.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8196860-985949**

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, 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, Aiza Anderson, Samuel E. Begun, Saykham Chanthasone, Lorina Monique Garcia, Danielle D. Johnson, Michelle Anne McMahon, Aimee R. Perondine, Mercedes Phothirath, Jenny Rose Belen Phothirath, Noah William Pierce, Donna M. Planeta, Joshua Sanford, Bethany Stevenson, Eric Strba, Jynell Marie Whitehead

all of the city of Hartford state of Connecticut 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 18th day of September, 2018.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

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

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 18th day of September, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty 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 King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American 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 David M. Carey, Assistant Secretary to appoint such attorneys-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, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American 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 23rd day of July, 2019.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary



LIBERTY MUTUAL INSURANCE COMPANY  
FINANCIAL STATEMENT — DECEMBER 31, 2018

Assets		Liabilities	
Cash and Bank Deposits .....	\$464,341,712	Unearned Premiums .....	\$7,851,429,449
*Bonds — U.S Government .....	2,259,714,810	Reserve for Claims and Claims Expense .....	20,165,209,300
*Other Bonds .....	11,864,776,740	Funds Held Under Reinsurance Treaties .....	384,795,327
*Stocks .....	16,527,715,226	Reserve for Dividends to Policyholders .....	1,111,529
Real Estate .....	255,809,551	Additional Statutory Reserve .....	62,866,000
Agents' Balances or Uncollected Premiums .....	5,817,927,234	Reserve for Commissions, Taxes and	
Accrued Interest and Rents .....	108,139,840	Other Liabilities .....	3,999,822,802
Other Admitted Assets .....	11,532,139,744	<b>Total .....</b>	<b>\$32,465,234,407</b>
<b>Total Admitted Assets .....</b>	<b><u>\$48,830,564,857</u></b>	Special Surplus Funds .....	\$43,108,583
		Capital Stock .....	10,000,000
		Paid in Surplus .....	10,044,912,727
		Unassigned Surplus .....	6,267,309,139
		Surplus to Policyholders .....	16,365,330,449
		<b>Total Liabilities and Surplus .....</b>	<b><u>\$48,830,564,856</u></b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2018, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 22<sup>nd</sup> day of March, 2019.

*T. Mikolajewski*

Assistant Secretary





# STATE OF WYOMING CERTIFICATE OF RESIDENCY STATUS



NO. 0396

THIS CERTIFIES THAT: SIMON CONTRACTORS

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING  
STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL  
BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR  
A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED.

GRANTED THIS 11th DAY OF July TWO THOUSAND AND 19

  
KELLY ROSEBERRY, LABOR STANDARDS MANAGER

EXPIRATION DATE: 7/10/20

RESUBMIT THIS DOCUMENT FOR RENEWAL PRIOR TO EXPIRATION DATE TO:  
LABOR STANDARDS, 1510 E. PERSHING, WEST WING, ROOM 150, CHEYENNE, WY 82002.



**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That Simon Contractors  
(Name of Contractor)

PO Box 209, Cheyenne, WY 82003  
(Address of Contractor)

a corporation, hereinafter called Principal, and

Liberty Mutual Insurance Company  
(Name of Surety)

hereinafter called Surety, are held and firmly bound unto Laramie County, 310 West 19th Street, Cheyenne, Wyoming, 82001, hereinafter called Owner, in the penal sum of: One Million Four Hundred Fifty Nine Thousand Three Hundred Seventy Seven and 49/100 Dollars (\$ 1,459,377.49), 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 9th day of August, 2019, a copy of which is hereto attached and made a part hereof, for the construction of the North Yellowstone Road Full Depth Reclamation and Paving project.

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 contract, and shall fully indemnify and save harmless the Owner from all costs and damages which the Owner 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 the to Work to be performed thereunder 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 4 counterparts, each one of which shall be deemed an original, this the 9th day of August, 2019.

[Signature]  
(Witness)

Simon Contractors  
(Principal)  
By: [Signature]  
ARNAUD C CHABENAT, VP & CFO  
(Title)

PO Box 209, Cheyenne, WY 82003  
(Address)

Liberty Mutual Insurance Company  
(Surety)

By: [Signature]  
Bethany Stevenson, Attorney-in-Fact  
(Attorney-in-fact)

175 Berkeley Street, Boston, MA 02116  
(Address)

[Signature]  
(Witness) Joshua Sanford, Witness

Countersigned:

By: [Signature]  
(Wyoming Registered Agent)  
Bethany Stevenson, WY Licensed Non-Resident Agent #346574

10 State House Sq. Fl. 11, Hartford, CT 06103  
(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 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.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8196860-985949**

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, 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, Aiza Anderson, Samuel E. Begun, Saykham Chanthasone, Lorina Monique Garcia, Danielle D. Johnson, Michelle Anne McMahon, Aimee R. Perondine, Mercedes Phothisath, Jenny Rose Belen Phothisath, Noah William Pierce, Donna M. Planeta, Joshua Sanford, Bethany Stevenson, Eric Strba, Jynell Marie Whitehead

all of the city of Hartford state of Connecticut 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 18th day of September, 2018.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 18th day of September, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty 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 King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American 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 David M. Carey, Assistant Secretary to appoint such attorneys-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, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American 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 9th day of August, 2019.



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary



LIBERTY MUTUAL INSURANCE COMPANY  
FINANCIAL STATEMENT — DECEMBER 31, 2018

Assets		Liabilities	
Cash and Bank Deposits .....	\$464,341,712	Unearned Premiums .....	\$7,851,429,449
*Bonds — U.S Government .....	2,259,714,810	Reserve for Claims and Claims Expense .....	20,165,209,300
*Other Bonds .....	11,864,776,740	Funds Held Under Reinsurance Treaties .....	384,795,327
*Stocks .....	16,527,715,226	Reserve for Dividends to Policyholders .....	1,111,529
Real Estate .....	255,809,551	Additional Statutory Reserve .....	62,866,000
Agents' Balances or Uncollected Premiums .....	5,817,927,234	Reserve for Commissions, Taxes and	
Accrued Interest and Rents .....	108,139,840	Other Liabilities .....	3,999,822,802
Other Admitted Assets .....	11,532,139,744	<b>Total .....</b>	<b>\$32,465,234,407</b>
		Special Surplus Funds .....	\$43,108,583
		Capital Stock .....	10,000,000
		Paid in Surplus .....	10,044,912,727
		Unassigned Surplus .....	6,267,309,139
<b>Total Admitted Assets .....</b>	<b><u>\$48,830,564,857</u></b>	Surplus to Policyholders .....	16,365,330,449
		<b>Total Liabilities and Surplus .....</b>	<b><u>\$48,830,564,856</u></b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2018, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 22<sup>nd</sup> day of March, 2019.

*T Mikolajewski*

Assistant Secretary



**LARAMIE COUNTY  
NOTICE TO PROCEED**

August 20, 2019

Simon Contractors  
Attn: Quint Davis  
6515 Clear Creek Parkway  
Cheyenne, Wyoming 82007

Dear Mr. Davis:

You are hereby authorized to proceed on this date, August 21, 2019, with the construction of North Yellowstone Road Full Depth Reclamation and Paving, as set forth in the Contract Documents.

LARAMIE COUNTY

By: \_\_\_\_\_

Title: \_\_\_\_\_

The Contractor is required to return an acknowledged copy of this Notice to Laramie County Public Works Department.

Acknowledged:

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

Title: \_\_\_\_\_

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