

Laramie County/ Playcraft Systems/LuckyDog Recreation

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Playcraft Systems/LuckyDog Recreation ("CONTRACTOR").

I. PURPOSE

The purpose of this Addendum is to modify the "Laramie County Juvenile Services Center Playground Contract," attached hereto as Attachment 'A' and fully incorporated herein. (hereinafter "Agreement").

II. MODIFICATIONS

1. Paragraph O. is stricken out in its entirety.

III. ADDITIONAL PROVISIONS

1. Applicable Law and Venue: The parties mutually understand and agree this Agreement and Addendum 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 and Addendum 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 or the Federal District Court, District Of Wyoming. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement and Addendum.

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

3. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

LARAMIE COUNTY, WYOMING

By: _____
Chairman, Laramie County Commissioners

Date _____

ATTEST:

By: _____
Laramie County Clerk

Date _____



Playcraft Systems/LuckyDog Recreation

By: W Stoddard
Authorized Signature

Date 4-8-21

REVIEWED AND APPROVED AS TO FORM ONLY

By: [Signature]
Laramie County Attorney's Office

Date 4-8-21



**Laramie County Juvenile
Services Center
Playground Contract**

This agreement is made and entered into by and between Laramie County Sheriff's Department and Playcraft Systems/LuckyDog Recreation to be effective 9-8-21. By their signatures below, Laramie County Sheriff's Department and Playcraft Systems/LuckyDog Recreation hereby agree to be bound by the terms of this agreement. LuckyDog Recreation is referred to as Contractor below. (Playcraft is issuing the Bond, so that is why their name is included.)

SPECIFIC INCLUSIONS

- A. To supply all labor, materials, tools, equipment, supervision, freight, delivery, unloading, clean-up and applicable taxes, licenses, permits and fees necessary and incidental for completion of the designated task for the playground area and equipment.
- B. To consult on the scope of work (by others) with the County crews on any ADA access and excavation of the pit to prepare for installation of the playground.
- C. To install no less than 8" of rubber mulch fall protection materials of IPEMA certified rubber mulch.
- D. Fall protection materials shall be evenly spread throughout the playground area so that it creates a flat and level surface. Wear Mats to be placed under all swings.
- E. LuckyDog Recreation to conduct a pre-construction meeting with a representative of the Juvenile Services Center prior to build day to go over project details and confirm pit size. (This is in addition to the site visit we made in March.)
- F. Payment and Performance Bond, Notice of Good Standing from Wyoming Work Comp and Unemployment, Certificate of Liability Insurance and City of Cheyenne Contractors License shall be received and acknowledged by Juvenile Services Center Representative prior to notice to proceed.
- G. Contractor shall install the following playground equipment system as per the Manufacturer's recommendations meeting all safety regulations.
- H. Contractor to provide due diligence with regards to safety of the public, its workers, the County workers during installation and keep a safety fence around the jobsite at all times.
- I. Contractor is responsible for keeping the jobsite clean at all times. All trash and debris will be removed from the site and the streets at Contractor expense.
- J. Work can commence in summer of 2021 on about a 3 weeks schedule. We anticipate completion no later than July 31, 2021.
- K. Walk-Thru with the Juvenile Services Center Representative should include routine inspection training and forms. Maintenance manual and other necessary elements for the maintaining of the equipment.
- L. Construction Warranty: to include an installation warranty for period of one year. Additionally, a one year signature service inspection to be performed by Contractors CPSI within 1 year of installation including a report. (Equipment warranties provided in the bid documents).
- M. Each party to this agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other. The Laramie County Sheriff's Department does not waive sovereign/governmental immunity by entering into this Agreement, but specifically retains all immunities and defenses available to it as a governmental entity pursuant to Wyo. Stat. §1-39-101, et seq., and all other applicable law. Designations of venue,

Scope of Work

choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign/governmental immunity. The Parties agree that any conflict or ambiguity as to sovereign/governmental immunity shall be construed in favor of sovereign/governmental immunity.

N. Contractor, at its own cost and expense, shall secure and maintain the following policies of insurance:

A. Comprehensive General Liability Insurance coverage applying to bodily injury and property damage of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate.

B. Worker's Compensation and Employer's Liability Insurance within Wyoming Statutory limits.

C. Professional Liability Insurance of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate.

D. Automobile Liability insurance applying to bodily injury and property damage of not less than \$1,000,000 combined single limits.

O. This Agreement shall be enforced under and governed by the laws of the State of Wyoming, and jurisdiction for any action based on this Agreement shall be with District Court of Sweetwater County, State of Wyoming.

P. Contractor and all sub-contractors shall be subject to the Wyoming Preference Act of 1971, Wyoming Statutes, Section 16-6-201, et seq, regarding the employment of Wyoming laborers. Contractor shall coordinate with Wyoming workforce services to ensure compliance. Contractor agrees any fines or penalties arising out of non-compliance shall not be part of this agreement and are the sole responsibility of the Contractor to Pay.

PAYMENT PROCEDURES

LuckyDog Recreation will invoice for ½ down the cost of each piece of the playground equipment. The balance of the equipment, installation and surfacing will be billed upon completion. At the Laramie County Sheriff's Department option, a 5% retainer may be withheld until such time as the payment and performance bond has been released and the owner is satisfied with work completed.

Item	½ Down Due	Due Upon Completion	TOTAL
Berliner LG IKO Climber	10,414.50	10,414.50	20,829.00
Berliner VIP Swing	5,133.00	5,133.00	10,266.00
PlayCraft Neutron Spinner	1,948.50	1,948.50	3,897.00
PlayCraft 2 bay arch swing w/4 belt seats	2,124.50	2,124.50	4,249.00
PlayCraft UltraZip 64'	8,767.50	8,767.50	17,535.00
PlayTuf Border Timbers (84)	2,226.00	2,226.00	4,452.00
6' Urban Elite Bench w/back (4)	2,618.00	2,618.00	5,236.00
Swing Mats (6)	291.00	291.00	582.00
Rubber Mulch Surfacing 65 tons for 8" depth	0	29,150.00	29,150.00
Freight	0	10,189.00	10,189.00
Installation	0	29,400.00	29,400.00
Payment Bond	0	2,645.00	2,645.00
Discount (see estimate)	-1,779.00	-1,779.00	-3,558.00
TOTAL	31,744.00	103,128.00	134,872.00

Scope of Work

Project Schedule

Item	Description	Date	Approximate time
Bid Opening		March 25	
Notice of Award	Depending on the date	March 29	
Payment/Performance Bond	From LDR to County	Within 10 days of notice to proceed	
Equipment Ordered	Date we have colors confirmed and order equipment	9 th or 10 th of April	immediately
PlayCraft Systems	Manufacture time	June 1 st	8 weeks
Shipping	From Oregon	June 8-11	1 weeks transit
Berliner	Manufacture time	June 15th	10 weeks
Shipping	From Berlin, Germany	June 17 – July 8 th	4 weeks on water


EXCLUSIONS

- A. The Laramie County Sheriff's Department is responsible for proper preparation of the playground area including removal of any and all debris, rocks or any other foreign objects (such as footers from previous equipment) before installation day.
- B. The Laramie County Sheriff's Department to leave 12" excavated depth minimum from top of surface for new playground pit prior to installation day. Exact depth to be determined.
- C. The Laramie County Sheriff's Department to supply and install its own access from the asphalt parking lot to the play area where LuckyDog will supply and install ½ ADA ramp.

To be signed by Representative of Laramie County Sheriff's Department, Cheyenne, WY and LuckyDog Recreation.

Owner
Laramie County Sheriff's Department

Date:



Nicole Stoddard, CPSI
Playcraft Systems/LuckyDog Recreation

Date: 4-8-21