

**LARAMIE COUNTY  
NOTICE TO PROCEED**

July 6, 2021

Simon Contractors  
Attn: Steve Bastian  
6215 Clear Creek Parkway  
Cheyenne, WY 82007

You are hereby authorized to proceed on this date, July 7, 2021, with the construction of Laramie County Chip Seal, 2021 project, 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: \_\_\_\_\_

## **PART V AGREEMENT**

THIS AGREEMENT is dated this 13<sup>th</sup> day of June, 2021, 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:

Iron Mountain Road  
North Yellowstone Road  
Venture Drive

### **Article 2. ENGINEER**

BenchMark Engineers, P.C.  
1920 Thomes 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 September 3, 2021.
- 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.

During the term of the contract, items that may not have been included in the initial request for bid may be included by mutual agreement of the successful bidder and Owner. The selected bidder must supply, in writing, its prices on the items plus any discounts it intends to include in any purchase price. The pricing must extend to Owner the same percentage discounts as stated for comparable items within the original bid.

The selected bid will become a part of the bidder's contractual obligation. The bid and the request for bids are part of and shall be incorporated by reference into the final contract, which shall be executed between the successful respondent and Laramie County after approval from the Laramie County Attorney's Office and the Board of County Commissioners.

If, during the term of the contract, the responder's cost for materials, labor, transportation, etc., is increased, the bidder may apply to the Owner for a corresponding contract price adjustment. Such application must be accompanied by sufficient information to justify approval.

#### 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. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

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 and incorporated into this Agreement, and made a part hereof consist of the following:

- 9.1 This Agreement (pages V-1 through V-17, 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-30, 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 sheets 1 through 6, inclusive, with each sheet bearing the following general title: Laramie County Chip Seal, 2021.
- 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's 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 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 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 To the fullest extent permitted by law, the selected bidder agrees to indemnify and hold harmless the Owner, its appointed officials, employees and volunteers for any all liability for injuries, damages, claims, penalties, and actions arising from or in connection with any work performed by or on behalf of the bidder for the Owner pursuant to any agreement with Owner.
- 10.19 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: \_\_\_\_\_

CONTRACTOR: Simon Contractors

BY: [Signature]

TITLE: Construction Manager

(Corporate Seal)

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

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

Address for giving Notices:

13797 Prairie Center Circle  
Cheyenne, Wyoming 82009

ATTEST: [Signature]

TITLE: Contract 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 Laramie County Chip Seal, 2021 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)

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

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

## CONTRACT PAYMENT REQUEST

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

LARAMIE COUNTY - CONTRACT PAYMENT REQUEST

PROJECT: LARAMIE COUNTY CHIP SEAL, 2021

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:

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

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

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

# ITEMIZED BID SHEET

PROJECT: Laramie County Chip Seal, 2021

BASE BID (1 OF 1)

Addenda 2, Issued June 8, 2021

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Cost
1	Mobilization	LS	1	\$ 42,000.00	\$ 42,000.00
2	Bonds and Insurance	LS	1	\$ 1,500.00	\$ 1,500.00
3	Traffic Control and Site Safety	LS	1	\$ 40,000.00	\$ 40,000.00
4	Quality Control Testing	LS	1	\$ 2,500.00	\$ 2,500.00
5	Fog Seal	TON	27.25	\$ 700.00	\$ 19,075.00
6	Chip Seal, Type C Aggregate	SY	128300	\$ 1.22	\$ 156,526.00
7	Emulsified Asphalt, Modified	TON	233	\$ 550.00	\$ 128,150.00
8	Striping, Center Line, Yellow, Match Existing	MI	9.3	\$ 1,950.00	\$ 18,135.00
9	Striping, Edge, White, Match Existing	MI	18.6	\$ 975.00	\$ 18,135.00
10	Force Account	\$	15000	\$ 1.00	\$ 15,000.00
Total Bid:					\$ 441,021.00

Signature of Bidder: 

Company Name: Simon Contractors

Print Name: Quint Davis

Date: 6/8/2021

Note: 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.

**EXAMPLE OF 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: Four Hundred Fourteen Thousand Twenty One and 00/100 Dollars (\$ 414,021.00), 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 13th day of June, 2021, a copy of which is hereto attached and made a part hereof, for the construction of the Laramie County Chip Seal, 2021 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 three counterparts, each one of which shall be deemed an original, this the 13th day of June, 20 21.

[Signature]  
(Witness)

Simon Contractors  
(Principal)

By: [Signature]  
Construction Manager  
(Title)

PO Box 209, Cheyenne, WY 82003  
(Address)

Liberty Mutual Insurance Company  
(Surety)

By: [Signature]  
Donna M. Planeta, Attorney-in-Fact  
(Attorney-in-fact)

175 Berkeley Street  
Boston, MA 02116  
(Address)



Countersigned:

By: [Signature]  
(Wyoming Registered Agent) Bryan M Caneschi,  
WY Non-Resident Agent,  
License No. 382643  
10 State House Square, Floor 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: **8204502-985949**

## 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, Aimee R. Perondine; Alexis Apostolidis; Bethany Stevenson; Brendan Fletcher; Bryan M. Caneschi; Cassandra Baez; Donna M. Planeta; Eric Strba; Jacqueline Susco; Janee Wright; Joshua Sanford; Kathryn Pryor; Michelle Anne McMahon; Nicholas Turecamo; Phillip Knowler; Rebecca M. Stevenson; Tanya Nguyen

all of the city of Hartford state of CT 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 17th day of November, 2020.



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 17th day of November, 2020 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 17th day of June, 2021



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

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com



LIBERTY MUTUAL INSURANCE COMPANY  
FINANCIAL STATEMENT — DECEMBER 31, 2020

Assets		Liabilities	
Cash and Bank Deposits .....	\$2,058,007,542	Unearned Premiums .....	\$8,448,706,991
*Bonds — U.S Government .....	2,209,760,437	Reserve for Claims and Claims Expense .....	23,879,216,613
*Other Bonds .....	15,902,755,586	Funds Held Under Reinsurance Treaties .....	343,068,613
*Stocks .....	18,517,107,230	Reserve for Dividends to Policyholders .....	1,192,716
Real Estate .....	193,169,809	Additional Statutory Reserve .....	77,397,000
Agents' Balances or Uncollected Premiums .....	6,970,170,469	Reserve for Commissions, Taxes and	
Accrued Interest and Rents .....	118,399,147	Other Liabilities .....	6,279,510,804
Other Admitted Assets .....	12,079,597,645	<b>Total .....</b>	<b>\$39,029,092,737</b>
<b>Total Admitted Assets .....</b>	<b><u>\$58,048,967,865</u></b>	Special Surplus Funds .....	\$178,155,102
		Capital Stock .....	10,000,075
		Paid in Surplus .....	10,945,045,214
		Unassigned Surplus .....	7,886,674,737
		<b>Surplus to Policyholders .....</b>	<b>19,019,875,128</b>
		<b>Total Liabilities and Surplus .....</b>	<b><u>\$58,048,967,865</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, 2020, 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 25<sup>th</sup> day of March, 2021.

*TAMikolajewski*

Assistant Secretary



Mark Gordon  
Governor

**State of Wyoming**  
**Department of Workforce Services**

Unemployment Tax  
P.O. Box 2760  
Casper, WY 82602 2760  
Phone 307-235-3217  
Fax 307-235-3278



Robin Sessions Cooley, J.D.  
Director  
Elizabeth Gagen, J.D.  
Deputy Director

LARAMIE COUNTY

310 WEST 19TH STREET  
CHEYENNE, WY 82001

**UNEMPLOYMENT INSURANCE CERTIFICATE OF GOOD STANDING**

**CERTIFICATE**

**NUMBER:** 119593  
**ONLY VALID AS ISSUED TO:** LARAMIE COUNTY  
**EFFECTIVE DATE:** 6/28/2021  
**EXPIRATION DATE:** 6/28/2022

**PROJECT:** Laramie County Chip Seal 2021

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

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

SIMON CONTRACTORS  
6215 CLEAR CREEK PARKWAY  
CHEYENNE, WY 82007





Mark Gordon  
Governor

**State of Wyoming  
Department of Workforce Services**

5221 Yellowstone Rd  
Cheyenne, WY 82002  
307.777.6763 - Fax:307.777.5298  
<http://www.wyomingworkforce.org>



Robin Sessions Cooley, J.D.  
Director  
Elizabeth Gagen, J.D.  
Deputy Director

Recipient:

Employer:

LARAMIE COUNTY  
Attn:  
310 WEST 19TH STREET  
CHEYENNE, WY 82001

SIMON CONTRACTORS  
6215 CLEAR CREEK PARKWAY  
CHEYENNE, WY  
82007

**WORKERS' COMPENSATION CERTIFICATE OF GOOD STANDING**

Mail Date: 6/28/2021  
EXPIRATION DATE: 6/28/2022  
Job Reference: Laramie County Chip Seal 2021

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

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

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

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

Sincerely,

Office Support Specialist  
Division of Workers' Compensation



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2021

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

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

**PRODUCER** Liberty Mutual Insurance Co. Nat'l Ins Northeast  
2000 Westwood Dr.  
Wausau, WI 54401

www.LibertyMutual.com

**INSURED**  
Simon Contractors  
6215 Clear Creek Pkwy  
Cheyenne WY 82007

**CONTACT**

NAME:

PHONE

(A/C No. Ext):

FAX

(A/C No.):

E-MAIL

ADDRESS: CMeCertProduction@LibertyMutual.com

**INSURER(S) AFFORDING COVERAGE**

NAIC #

**INSURER A:** Liberty Mutual Fire Insurance Company

23035

**INSURER B:** LM Insurance Corporation

33600

**INSURER C:****INSURER D:****INSURER E:****INSURER F:****COVERAGES****CERTIFICATE NUMBER:** 62554082**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Job Aggregate <input checked="" type="checkbox"/> Includes XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TB2-631-004090-871	4/1/2021	4/1/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	AS2-631-004090-861	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N		<input checked="" type="checkbox"/>	WC5-631-004090-851 Covers all states except ND, OH, WA, WY	4/1/2021	4/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
A	<b>Automobile Physical Damage:</b> ** All Medium, Heavy, Extra Heavy ** All Private Passengers,			AS2-631-004090-861 and Trailer Types Pick Ups and Vans	4/1/2021	4/1/2022	Comp & Coll Deds: \$1,500 Comp & Coll Deds: \$500

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

Certificate holder is additional insured with regards to general liability and automobile liability, as their interest may appear, where required by written contract.

Coverage is primary and non-contributory. 30-day written Notice of Cancellation given to owner.

Waiver of Subrogation is included in favor of the certificate holder on general liability, workers compensation and automobile liability, and applies only to the specific jobs of the insured under written contract, and where applicable.

**CERTIFICATE HOLDER****CANCELLATION**

Laramie County Chip Seal 2021

Laramie County  
310 West 19th Street  
Cheyenne WY 82001

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

Diane Beaudoin

*Diane Beaudoin*