

PART I

INVITATION FOR BIDS BID NO. NRBP-201701

Cheyenne LEADS will receive sealed bids at One Depot Square, 121 W. 15th Street, Suite 304, Cheyenne, WY 82001, until 3:00 p.m. local time on December 13th, 2017, for the North Range Business Park Infrastructure Expansion Project.

At the aforementioned time and place, such bids that are received for the project shall be publicly opened and read aloud.

The work to be performed will be accordance with the plans and specifications on file at RidgeTop Engineering and Consulting, 5255 Ronald Reagan Blvd, Suite 210, Johnstown, Colorado 80534. Bidding Documents are available to be electronically downloaded under the documents tabs on Cheyenne LEADS website at <http://www.cheyenneleads.org> or hard copies can be obtained in the can be obtained in the Cheyenne LEADS office One Depot Square, 121 West 15th Street, Suite 304, Cheyenne, Wyoming, 82001 for \$50.00.

A **Mandatory** pre-bid meeting will be held December 6th, 2017 at 10:00 a.m. at the Cheyenne LEADS office.

Bid guarantee in the amount of 5% of the total bid shall accompany any bid submitted. Acceptable forms of bid guarantee are bond with irrevocable bank letter of credit, certified check, cashier's check, bank or US postal money order payable to the Cheyenne LEADS; or a satisfactory bond executed by the bidder and an acceptable surety. This bid guarantee shall be forfeited as liquidated damages if the bidder withdraws his bid within 30 days after the bid opening date, or upon the letting of the contract to him, fails to enter into the contract or furnish the required performance bonds and insurance certificates within the time limit stated in the contract documents.

Pursuant to Wyoming Statute §16-6-106, "preference is hereby given to materials, supplies, agricultural products, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by the competitors outside of the state".

The successful bidder shall furnish and pay for satisfactory performance and payment bonds in the amount of one hundred percent (100%) of the accepted bid. The 100% performance/payment bond may be in a form specified for bid guarantee for contracts under \$100,000. A surety bond is required for contracts over \$100,000.

Cheyenne LEADS reserves the right to reject any or all bids or to waive any formalities in the bidding.

Bids may be held by Cheyenne LEADS for a period not to exceed thirty (30) days from the date of opening of bids for the purpose of reviewing the bids and investigating the qualifications of the bidders, prior to award of the contract. Provisions of Wyoming Statute §15-1-113, incorporated by reference, and are made an express part of the contract documents.

Randy Bruns
CEO
Cheyenne LEADS

Publication Dates: November 21 and 28, 2017
Published in: Wyoming Tribune Eagle

PART II

CHEYENNE LEADS INSTRUCTIONS TO BIDDERS

1. USE OF SEPARATE BID FORMS

These Contract Documents include a complete set of bidding and contract forms which are for the convenience of bidders. Bids shall be made upon the forms furnished herein and pursuant to the instructions and requirements as set forth herein.

2. INTERPRETATION OF DOCUMENTS

No oral interpretation will be made to any bidder as to the meaning of the contract documents or any part thereof. If any person contemplating submitting a proposal is in doubt regarding the meaning of any part of the drawings, specifications, or other portions of the contract documents, or finds discrepancies in or omissions from the drawings or specifications, he/she shall submit a written request for interpretation, clarification or correction thereof to RidgeTop Engineering and Consultants 5255 Ronald Reagan Blvd., Suite 210, Johnstown, Colorado, 80534. The person submitting the request will be responsible for its prompt delivery.

3. ADDENDA

Every interpretation, clarification or correction made to the bidder will be in the form of a written addendum to the Contract Documents. All addenda will be mailed to each person holding contract documents, but it shall be the bidder's responsibility to make inquiry as to the addenda issued. All addenda issued during the time of bidding shall be acknowledged in the bid proposal and shall be made a part of the Contract. Any bid proposal in which all addenda are not acknowledged will be considered incomplete.

4. INSPECTION OF THE SITE/EXAMINATION OF CONTRACT DOCUMENTS

Each bidder should visit the site of the proposed work and become fully acquainted with the existing conditions as they relate to the construction, required labor, facilities involved, and the difficulties and restrictions that may be encountered in the performance of the contract. The bidder should thoroughly examine and become familiar with the Drawings, Technical Specifications, and all other contract Documents. The Contractor, by the execution of a contract, shall in no way be relieved of any obligation under it due to the contractor's failure to receive or examine any form or legal instrument or to visit the site and become acquainted with the existing conditions. Cheyenne LEADS will be justified in rejecting any claim based on facts which the Contractor should have been aware of as a result of inspecting the site.

5. ALTERNATE BIDS

Alternate bids **will not be considered** unless alternate bid items are specifically requested by the Specifications and the bid proposal.

6. BID PROPOSAL REQUIREMENTS

- a. All bids must be submitted on forms supplied by Cheyenne LEADS and shall be subject to all requirements of the contract documents. All bids must be regular in every respect. No interlineations, excisions or special conditions shall be made or included in the bid forms by the bidder. Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

- b. Bid documents, including the Bid Proposal, Bid Guaranty, the Non-Collusion Affidavit of Prime Bidders, and a complete list of sub-contractors and materialmen shall be submitted to Cheyenne LEADS in a sealed envelope. The envelope shall bear the bidder's name and address, the project name, bid number and the date and time of bid opening in order to guard against premature opening of the bid.
- c. Cheyenne LEADS may consider as irregular any bid on which there is an alteration of or departure from the bid form provided and, at its option, may reject the bid.
- d. Award of a contract resulting from this bid will be based on (Except as provided in Paragraph 14 below) the responsive bid proposal of the most qualified responsible bidder whose bid, including any combination of base proposal items and additive alternates as selected by the Cheyenne LEADS, is considered to be the best suited for the project. In awarding the bid, Cheyenne LEADS will consider all aspects of each bid and may place more weight on non-monetary issues and thus, may not necessarily select the lowest bid. Cheyenne LEADS reserves the right to reject any and all bids. All bidders must bid on all base items, additive alternates and supplemental schedules of unit prices. If the base proposal exceeds the funds available, Cheyenne LEADS has the right to reject all bids or award the contract on the basis of deductions selected from items listed in the base proposal or supplemental schedule of unit prices
- e. The blank spaces on the proposal form must be filled in correctly and the bidder must state the unit or lump sum prices in the spaces provided. All proposals must be totaled, and, in the case of errors or discrepancies, the unit or lump sum prices shall govern.
- f. Each proposal must be signed and shall display the name and address of the bidder in the blank spaces provided. If the proposal is made by a sole proprietorship or partnership, the name and address of the sole proprietorship or partnership shall be shown, together with the names and addresses of the proprietor or partners. If the proposal is made by a corporation, it must be signed in the name of such corporations by an official who is authorized to bind the bidder.
- g. Any bid not displaying the above-mentioned information will be considered incomplete and may be rejected.
- h. A pre-construction conference will be held with Cheyenne LEADS representatives and the Contractor upon award of the contract. This conference will be for the purpose of reaching a complete understanding with the Contractor concerning quality of work expected, work schedule and time of completion, work progress, coordination of all construction activities and resolving any problems prior to construction. The Contractor will have furnished a complete list of proposed subcontractors and materialmen with the bid.

7. BID GUARANTY

- a. Each bid proposal shall be accompanied by a bid guaranty which shall not be less than five percent (5%) of the amount of the bid. The bid guaranty may be a certified check, cashiers check, bank or United States Postal money order, or a bid **bond in the form attached** only if the bid is equal to or less than \$100,000. Bids greater than \$100,000 **will** be accompanied by a bid bond in the form attached. The bid bond shall be secured by a guaranty or surety company which is qualified to do business in the State of Wyoming. **No deviation from the attached form will be allowed.** If a surety company's bid bond form is used, the wording shall be exactly as shown on the Owner's bid bond form. No bid will be considered unless it is accompanied by the required guaranty. A certified check, cashiers check, or money order

must be made payable to the order of Cheyenne LEADS. Cash deposits will not be accepted. The guaranty shall insure bonds by the successful bidder, all as required by the contract documents.

In the event of the withdrawal of the bid within thirty (30) calendar days after the opening of bids, or the failure of the bidder to enter into a contract and give performance and payment bonds and minimum certificates within the time required by Wyoming Statute §15-1-113 after acceptance of the proposal by Cheyenne LEADS, then the bidder shall be liable to Cheyenne LEADS on account of the default of the bidder in any particular thereof in the amount set forth on the bond as liquidated damages for said default.

- b. Certified checks, cashiers checks, money orders and bid bonds of unsuccessful bidders will be returned as soon as practicable after the opening of the bids.

8. COLLUSIVE AGREEMENTS

Each bidder submitting a bid to Cheyenne LEADS for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto an affidavit substantially in the form herein provided to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted.

9. STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder shall, upon request of Cheyenne LEADS, submit satisfactory evidence that the bidder has a practical knowledge of the particular work bid upon, and has the necessary financial resources required to complete the proposed work. In awarding the contract, due consideration will be given to the present ability, reliability, work load and general reputation of each of the bidders, as well as the Owner's past experience with the bidders.

Each bidder, upon request of Cheyenne LEADS, must show that former work performed by the bidder has been handled in such a manner that there are no just or proper claims against such work.

No bid will be acceptable if the bidder is engaged in any other work which impairs his or her ability to finance this contract or provide equipment for the proper execution of the contract.

10. UNIT PRICES

If unit prices are called for, the unit price of each of the several items in the proposal shall include the pro rata share of overhead and profit so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as irregular. The special attention of bidders is called to this provision for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extras allowed; provided the net monetary value of all such additive and subtractive changes in quantities of such items shall not increase or decrease the original total contract price by more than 20%. The quantities appearing on the proposal form are approximate and are prepared for the comparison of bids. Payment to the contractor will be made only for the actual accepted quantities of work performed and/or materials furnished in accordance with the contract.

11. TIME FOR RECEIVING BIDS

Bids received prior to the advertised hour of opening will be kept securely sealed. The officer whose duty it is to open them will decide when the specified time has arrived and no bid received

thereafter will be considered. If the Cheyenne LEADS office is closed due to weather or any other reason at the date and time scheduled for the bid opening, the bid opening will automatically reschedule to the same time on the next working day that the Cheyenne LEADS office is open.

12. OPENING OF BIDS

At the time and place fixed for the opening of bids, the Owner will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative.

13. WITHDRAWAL OF BIDS

Bids may be withdrawn either personally or by written, telegraphic, or faxed request at any time prior to the scheduled closing time for receipt of proposals.

14. AWARD OF CONTRACT - REJECTION OF BIDS

- a. The contract will be awarded to the qualified responsible bidder as determined in the sole discretion of Cheyenne LEADS, who submits the lowest responsive bid complying with the conditions of the bidding documents. Cheyenne LEADS reserves the right to reject any or all proposals or to waive any formality or irregularity in any proposal in the interest of Cheyenne LEADS. Each bidder shall show that work performed by the bidder has been accomplished in such manner that there are no outstanding just and proper claims against it. This includes demonstrating that previous work has been completed in a timely manner, with good quality, and that there are no claims outstanding for liquidated damages. No bidder may withdraw his proposal for a period of thirty (30) days after the date of opening thereof. Except where federal funds are involved, preference will be given to Wyoming contractors for any contractual services. The contract will be awarded to the responsible resident bidder submitting the lowest responsive bid, if such resident's bid is not more than five percent (5%) higher than that of the lowest qualified, responsible non-resident bidder. For award purposes only, low bid will be determined by increasing the bids of nonresident bidders by 5%.
- b. Preference is hereby given to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside the state.
- c. As defined in Wyoming Statute §16-6-101, "Resident" means a person, partnership or corporation certified as a resident by the Wyoming Department of Employment prior to bidding upon the contract.

15. PREFERENCE FOR STATE LABOR AND MATERIALS

Pursuant to Wyoming Statute §16-6-201, resident Wyoming laborers, workmen and mechanics shall be used in the performance of the work and any contract awarded as a result of this agreement; except that other laborers may be used when Wyoming laborers are not available for employment from within the State or are not qualified to perform the work. Whenever possible and Wyoming materials and products of equal quality and desirability shall have preference over materials or products produced outside the state. Pursuant to Wyoming Statute §16-6-106, preference is hereby given to materials, supplies, equipment, machinery, and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by the competitors outside of the state. Pursuant to Wyoming Statute §16-6-107, all public structures constructed in the State of Wyoming shall be constructed and maintained by materials

produced or manufactured in Wyoming in Wyoming materials are suitable and can be furnished in marketable quantities. Preference shall not be granted for materials of an inferior quality to those offered by competitors outside of the state, but a differential of not to exceed five percent (5%) may be allowed in cost of Wyoming having or enforcing a preference rule against "out-of-state" products. Also see paragraph 14 of this section referring to Wyoming Statute §16-6-101.

16. CERTIFICATE OF RESIDENCY STATUS FOR IN-STATE PREFERENCE

- a. Effective May 22, 1987, Wyoming Contractors desiring residency status for the purpose of obtaining the five percent (5%) preference for resident bidders on public works projects must be so certified by the State of Wyoming Department of Employment. No bidder may be considered a resident for the purpose of the 5% preference unless his residency has been certified as provided in Wyoming Statute §16-6-101.
- b. Because a successful resident bidder cannot subcontract more than thirty percent (30%) of the work to nonresident Contractors, the bidder must ensure and provide documentation to the Owner that for any subcontracted work exceeding 30%, the subcontractors also have residency certification.

17. EXECUTION OF AGREEMENT - PERFORMANCE AND PAYMENT BONDS

- a. Subsequent to the award and within thirty (30) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the Owner an agreement in the form included in the Contract Documents in such number of copies as the Owner may require and at the same time shall also provide the insurance, Workers Compensation and Unemployment insurance certificates, and the performance and payment bonds. The performance and payment bonds will remain active for the two year warrantee period, which is the two (2) year period following final acceptance of the project. If the Contractor is required to perform corrections in the work of the project in two year warrantee period, they will be required to provide copies of insurance, Worker's Compensations, and Unemployment Insurance Certificates as required in the original project. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified in paragraph "a" above, furnish a surety bond in a penal sum not less than the amount of the contract as awarded, as security for the faithful performance of the contract and a bond in an equal sum as surety for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment or services of any nature, including utilities and transportation services employed or used by him in performing the work. Such bond, or bonds shall be in the same form as that included in the Contract Documents and shall bear the same date as that of the agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bonds. These bonds shall be signed by a guaranty of the surety company qualified to do business in the State of Wyoming. The Contractor shall notify the surety of any changes affecting the general scope of the project or change in the contract price, and the amount of the bonds shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the Owner.
- b. The failure of the successful bidder to execute such agreement and to supply the required bond or bonds within thirty (30) days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant based upon reasons determined sufficient by the Owner, shall constitute a default; and the Owner may, at its option, award the contract to the next lowest responsible bidder or re-advertise for bids, and the bid guarantee of the bidder shall be forfeited to the Owner as liquidated damages; and the Owner may charge against the defaulting bidder the additional difference between the amount of the original low bid and the amount for which the contract is subsequently let, if the amount exceeds the

amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the Owner for a refund.

18. SALES AND USE TAX PROVISIONS

- a. It is an express condition of this contract that the Contractor be aware of Wyoming Statute § 39-16-101 and conform as required. As part of this requirement the Contractor shall obtain from the Department of Revenue for the State of Wyoming a Sales and Use Tax License to conduct business in the state of Wyoming. It is a requirement of these Contract Documents that this license be issued in and for the County in which the materials, goods, fixtures and furnishings and all other tangible personal property required by this contract are consumed.
- b. All original purchases by a Contractor for this project are made on a non-retail basis (purchased for re-sale) from the original supplier, (unless sales tax has been legally paid to another state). Upon the use, installation or transfer of such tangible personal property into the project, the Contractor shall report such purchases as a sale by the vendor licensed in the County, State of Wyoming, of an item of tangible personal property as defined in the above cited statutes. The Contractor shall accordingly pay any and all taxes due.
- c. The contractor shall cause all sub-contractors to abide and perform their work on the same terms and conditions as provided above. The Contractor shall cause the above statements to be inserted in any contract or agreement between the Contractor and sub-Contractors.
- d. Prime Contractors shall notify the Wyoming Department of Revenue, Excise Tax Division, when they begin work on any project in the State of Wyoming. The notice shall include the project name, specific project location and amount of the contract. Questions regarding sales and use taxes should be directed to the Wyoming Department of Revenue, Excise Tax Division, (307)777-5541.

19. TRADE NAME PROVISIONS

When in the specifications or drawings an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish the item so identified and does not propose to furnish as "equal" unless the proposed "equal" is definitely indicated by the bidder, and the bidder has obtained prior certification from the Owner for approval of the proposed "equal".

The reference to a manufacturer's name, trade name, or catalog number is intended to be descriptive but not restrictive and only to indicate to the bidder articles that will be satisfactory. Bids on other makes, catalog numbers, etc., will be considered, provided each bidder clearly states on the proposal exactly what the bidder proposes to furnish, and has submitted to the Owner, at least 10 days prior to the bid opening date, illustrations, specifications, or other descriptive matter which clearly indicate the character of the article(s) to be covered by the bid, and has obtained the prior approval of the Owner for the proposed "equal".

Cheyenne LEADS reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from specification requirements but which may comply substantially therewith.

20. ADMINISTRATION OF RETAINAGE FOR CONTRACTS EXCEEDING \$25,000.00

The Owner will withhold ten percent (10%) of the dollar value of work completed throughout the term of the contract. For contracts of more than \$25,000.00, the Contractor shall designate a depository to serve as custodian for the retained funds in accordance with Wyoming Statute §16-

6-701 through §16-6-706. The retainage will be deposited in an interest-bearing account in the Contractor's name and interest income will be paid to the Contractor when and as collected or as otherwise instructed by the Contractor. All expenses incurred for this service will be charged to the Contractor and deducted from payments due and/or retained funds.

No payments returning retainage from this fund will be made until the Owner has determined that satisfactory and substantial reasons exist for the payment, and the required Contractor's Certificate of Completion; Affidavit of Release of Liens; Contractor's Final Waiver of Liens; Sub-Contractor's Final Waiver of Liens; Consent of Surety for final payment; Sworn Statement for Final Payment Pursuant to Wyoming Statute §16-6-116 and §16-6-117; and Engineer's Certificate of Completion, have all been received by the Owner, and all the items on the punch list have been completed.

21. SUBCONTRACTORS, MATERIALMEN PROTECTION UNDER A BOND OR GUARANTEE; LIMITATIONS.

- a. For contracts of \$50,000.00 or more, the prime contractor shall post on the construction site a prominent sign citing Wyoming Statute §16-6-121 and stating that any subcontractor or materialmen shall give notice to the prime contractor of a right to protection under the bond or guarantee and that failure to provide the notice shall waive the subcontractor or materialmen's protection under the bond or guarantee and shall waive any right to a lien for material or services provided.
- b. Notice of right to protection under a bond or guarantee:
 - i. Any subcontractor or materialmen entitled to the protection of a bond or other form of guarantee approved by the State or any political subdivision under Wyoming Statute §16-6-112 shall give notice of his right to that protection to the prime contractor. Failure to give notice to a prime contractor
 - ii. The notice shall be given no later than sixty (60) days after the date on which the services or materials are first furnished.
 - iii. The notice shall be sent to the prime contractor by certified mail or delivered to and receipted by the prime contractor or his agent. Notice by certified mail is effective on the date the notice is mailed.
 - iv. The notice shall be in writing and shall state that it is the notice of a right to protection under the bond or guarantee. The notice shall be signed by the subcontractor or materialmen and shall include the following information:
 - The subcontractor's or materialmen's name, address and phone number and the name of a contact person;
 - The name and address of the subcontractor's or materialmen's vendor; and
 - The type or description of the materials or services provided.
- c. Failure to give notice to a prime contractor who has complied with subsections (f) and (g) of Wyoming Statute §16-6-121, waives the subcontractor or materialmen's protection under the bond or guarantee and waives any right to a lien for materials or services provided

22. PERMITS AND LICENSES

The Contractor shall obtain all permits necessary for the execution of the work other than those listed below. The Contractor and subcontractors shall be required to hold and pay for any licenses required and shall also pay for all public utility charges.

The following City permits have been applied for by Cheyenne LEADS:

1. City of Cheyenne Board of Public Utilities – Utility Permit
2. Laramie County – Building Permit
3. Wyoming Department of Environmental Quality – Erosion Control Permit
4. Wyoming Department of Environmental Quality – Utility Permit

PART III

CHEYENNE LEADS
BID PROPOSAL

BID NO. NRBP-201701

Opening Date: December 13th, 2017
Time: 3:00 p.m.

PROJECT: **NORTH RANGE BUSINESS PARK INFRASTRUCTURE EXPANSION**

TO: CHEYENNE LEADS
ONE DEPOT SQUARE
121 W. 15th STREET, STE 304
CHEYENNE, WY 82001

1. Pursuant to and in full compliance with all Contract Documents, the undersigned Bidder hereby proposes to furnish all the labor and materials and to perform all the work required for the complete and prompt execution of everything described or shown in or reasonably implied by the Bidding Documents, including the Drawings and Specifications, for the work above indicated for the monies stated herein, which includes all State, County and local taxes normally payable in respect to such work when done for an entity not entitled to any exemption from such taxes. The amounts stated include all allowances for profit and overhead, taxes, fees and permits, transportation, services, tools and equipment, labor and materials and other incidental costs.
2. The Bidder has carefully examined the Bidding Documents, including the Drawings and Specifications and the work site, and has fully apprised himself of the conditions affecting the work to be executed, and hereby proposes to construct and complete the above-referenced project, all in accordance with the Contract Documents, at and for the following sum, as reflected in the total on the attached itemized bid sheets:

Base Bid Total _____ Dollars
 (\$ _____).

(The base bid total is the sum of all itemized bid sheets attached to this Bid Proposal)

3. This Bid Proposal is accompanied by the required Bid Guarantee of five percent (5%) based upon the total cost of all items required to be bid. Cheyenne LEADS is authorized to hold said Bid Guarantee for a period of not more than thirty (30) days after the opening of the bids for the purpose of evaluating bids prior to award. If awarded the contract for this work, the undersigned Bidder agrees to execute the Agreement and furnish the required Bonds and Insurance Certificates within thirty (30) days from the date of Notice of Award.
4. Attached hereto is an affidavit in proof that the undersigned has not entered into a collusive agreement with any person in respect to this bid or any other bid or the submitting of bids for the Contract for which this bid is submitted.

5. Attached hereto are the following:
- a. Itemized Unit Price Bid Sheets (AVI and Ridgetop sheets)
 - b. Copy of Certificate of Residency, if bidding as a resident
 - c. Sub-Contractors and Materials Suppliers List
6. The undersigned bidder has has not been granted a State of Wyoming Certificate of Residency Status.

Dated this _____ day of _____, _____
 (Month) (Year)

FIRM NAME: _____

Bidder's Legal Stature: Corporation Partnership Individual
 Sole Proprietorship L.L.C. Other _____

State of Incorporation _____

BIDDER'S ADDRESS _____

Telephone Number _____

By _____
(Bidder's Signature)

Title _____

Witness

The Bidder acknowledges receipt of the following addenda to the Bid Documents (if none, so state):

Addendum No. _____ Dated _____

By _____
(Bidder's Signature)

NON-COLLUSION AFFIDAVIT
OF PRIME BIDDERS

State of _____

County of _____, being first duly sworn, deposes and says that:

- (1) He/she is (owner, partner, officer, representative, or agent) of _____, the Bidder that has submitted the attached bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm, or person to submit a collusive or sham bid in connection with the contract of which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; to fix any overhead, profit, or cost element of the bid price or the bid price of any other bidder; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Cheyenne LEADS or any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of the bidder's agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed _____

Subscribed and sworn to before me this _____ day of _____, _____.
(month) (year)

(Title)

My Commission expires _____

BID BOND

PROJECT: **NORTH RANGE BUSINESS PARK INFRASTRUCTURE EXPANSION**

BID NUMBER: NRBP-201701

KNOW ALL MEN BY THESE PRESENTS, that _____, as Principal, and _____, as Surety, a corporation duly organized under the laws of the State of _____ and authorized to do business within the State of Wyoming, are held and firmly bound unto the Cheyenne LEADS, in the full and just sum of _____ Dollars (\$ _____), 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 _____, and Cheyenne LEADS 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 Cheyenne LEADS, 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 the Owner; or if Principal shall fail to do so, pay to the Owner the sum determined herein as liquidated damages and not as a penalty, then this obligation shall be void; otherwise to remain in full force and effect.

Signed, sealed and delivered this _____ day of _____, _____.
(month) (year)

Witness Principal (seal)

by _____

Title _____

Witness Surety (seal)

by _____
(Attach Power of Attorney) Attorney-in-fact

PART IV
NOTICES AND FORMS

CHEYENNE LEADS
NOTICE OF AWARD

BID NO. NRBP-201701

DATE:

TO:

Cheyenne LEADS, having duly considered the proposals submitted on the 13th day of December, 2017 for the construction of the NORTH RANGE BUSINESS PARK INFRASTRUCTURE EXPANSION PROJECT as outlined in these Contract Documents, and it appearing that your Proposal for performing the work outlined is fair, equitable, and in the Owner's best interest, the bid items are hereby accepted at the bid prices contained therein.

In accordance with the terms of these Contract Documents, you are required to execute the formal Agreement and furnish the required Performance and Payment Bonds within thirty (30) consecutive calendar days from and including the date of this notice.

In addition, you are required to furnish at the same time a copy of Certificate of Insurance evidencing compliance with the requirements for insurance stated in the Contract Documents, including unemployment insurance, and a copy of your Worker's Compensation Certificate.

The Bid Guarantee submitted with your Proposal will be retained until the Agreement has been executed and the required Performance and Payment Bonds have been furnished and approved. In event that you should fail to execute the Contract and furnish the Performance and Payment Bonds within the time limit specified, the said bid security will be retained as liquidated damages and not as penalty for the delay and extra work caused thereby.

CHEYENNE LEADS

By _____
Randy Bruns, CEO

CHEYENNE LEADS
NOTICE TO PROCEED

BID NO. NRBP-201701

DATE:

TO: _____

You are hereby authorized to proceed on this date, _____ with the construction of the NORTH RANGE BUSINESS PARK INFRASTRUCTURE EXPANSION PROJECT as set forth in detail in the Contract Documents.

No work may be done at the site prior to the date stated above.

CHEYENNE LEADS

By _____
Randy Bruns, CEO

The Contractor is required to return an acknowledged copy of this Notice to the Owner.

Acknowledged:

Contractor

By

Title

Date

CONTRACTOR'S CERTIFICATION
OF COMPLETION

TO: DATE _____
PROJECT _____
JOB NO. _____
CONTRACT NO. _____
ATTN: Resident Project Rep. OWNER _____

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 in all parts and requirements, and ready for your final inspection.

I understand that neither the determination by the Engineer/Architect 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 _____

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 _____, _____.

(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 the City of Cheyenne, Laramie County, Wyoming, of which Cheyenne LEADS is the Owner.

NOW, THEREFORE, this ____ day of _____, _____, 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)

(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 the city/town of _____, County of _____, State of _____ of which _____ is the Owner.

NOW, THEREFORE, this _____ day of _____, _____, 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: (List names of suppliers and/or subcontractors and amounts owed. If none, write "None.") The Owner will withhold the amounts listed below from final payment due the Contractor until these obligations have been satisfied.

CONTRACTOR _____(SEAL)
(Name of sole ownership, corporation or partnership)

(Affix corporate seal here)

_____(SEAL)
(Signature of Authorized Representative)

TITLE: _____

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.

AFFIDAVIT OF PAYMENT

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by _____ to furnish labor and materials for _____ (work) under contract # _____ for the improvement of the property described as _____ in the city/town of _____, County of _____, State of _____ of which _____ is the Owner.

NOW, THEREFORE, this ____ day of _____, _____, 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:

- I. Consent of Surety to Final Payment. (Whenever Surety is involved, Consent Of Surety is required.)
- II. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- III. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers.
- IV. 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: _____

CHEYENNE LEADS -- CONTRACT PAYMENT REQUEST
PROJECT: NORTH RANGE BUSINESS PARK INFRASTRUCTURE IMPROVEMENTS

BID NO: NRBP - 201701

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	\$ _____

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:

PROJECT ENGINEER

AUTHORIZED BY:

RANDY BRUNS, CEO
CHEYENNE LEADS

PART V

AGREEMENT

Bid Number: NRBP-201701

Contract Number **NRBP-LS-201701**

THIS AGREEMENT, entered into this ____ day of _____, _____, by and between the CHEYENNE LEADS, hereinafter referred to as the "OWNER", and _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH that the Contractor and the Owner, for the considerations stated herein, mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work in an efficient and workmanlike manner in the construction of the **NORTH RANGE BUSINESS PARK INFRASTRUCTURE IMPROVEMENTS** Project all in strict accordance with the contract documents including all addenda thereto, numbered and dated:

ARTICLE 2. RESPONSIBLE DESIGNEE FOR THE OWNER The Contractor shall in any and all matters relating to the scope of services to be provided under this Contract or any other provisions herein, contact the Owner's Engineer, or his designated representative.

ARTICLE 3. TIME FRAME FOR COMPLETION. The services of this Agreement shall commence on the date stipulated in the "Notice to Proceed" that will be issued by the Owner. The work shall be completed within **139** calendar days. If the work has not been completed within the time stipulated above, including any extensions of time issued by the Owner for excusable delays, the Contractor and his sureties shall pay the Owner fixed, agreed liquidated damages, as stipulated in the Supplemental Conditions, for each calendar day of delay until the work is completed.

ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT. The Owner will pay the Contractor for the performance of the Contract in current funds, the sum of _____ In the event there are changes in the estimated quantities shown on the Bid Proposal, the unit prices multiplied by the actual quantities shall govern, and the total contract amount will be adjusted accordingly. The Owner agrees to pay the above amount for contractual services in the following manner, upon receipt of appropriate documentation:

- a. The Contractor will be paid on a monthly basis for percentage of estimated work completed. Submittal will be on or before the 25th of each month. The pay request shall be submitted on the Contract Payment Request Form and accompanied by supporting billing documentation. The engineer will review the estimate for approval prior to payment.
- b. The Owner will withhold ten percent (10%) of the dollar value of the work completed for a minimum of ten (10) days after Notice of Final Settlement has been published in accordance with Wyoming Statute 15-1-113(h). Upon completion of the work under this Contract, the Contractor shall submit a Contractor's Certificate of Completion; the Consent of Surety; Final Waivers of Lien from Prime Contractor, all Subcontractors and Suppliers or Materialmen; Affidavit of Release of Liens; Affidavit of Payment; and a current Workers Compensation Certificate. Final payment will not be made until the above documents have been received by the Owner and all items on the Punch List have been completed, and the advertising requirements have been met.

ARTICLE 5. CONTRACT. The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed Bid Proposal
- f. General Conditions and Insurance
- g. Supplemental Conditions
- h. Part IV Forms & Notices
- i. Specifications, Special Provisions, Drawings

This Agreement, together with other documents enumerated in this Article 5, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto.

IN WITNESS WHEREOF, THAT the governing body of the Cheyenne LEADS has authorized the Chief Executive Officer to enter into this Agreement, and that the parties hereto have caused this Agreement to be executed on the day and year in the first part herein written.

ATTEST:

CHEYENNE LEADS

Randy Bruns, CEO

Contractor

By _____

Title

Notary or Corporation Secretary:
SUBSCRIBED AND SWORN TO BEFORE ME
this ___ day of _____, _____.
by _____
My Commission expires: _____

Address

CHEYENNE LEADS
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 surety company must be registered with the state insurance commission and 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 same. Post-dated bonds are not acceptable.

12. Bond form must be completely executed. Bonds with blank spaces, including dates, are unacceptable.

13. The bond must be accompanied by a properly executed authorization of Power of Attorney.

Note: The bond shall continue in force throughout the project and a two-year warranty period; and at the discretion of the Owner, for any additional warranty period specified in the contract documents.

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 in behalf of the principal.

15. The signature of the principal must be witnessed, or attested to if it is a corporate principal by ONLY 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 accepted).

17. Each party is required to sign his/her own name.

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

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,

and _____ hereinafter called Surety, are

(Name of Surety)

held and firmly bound unto the Cheyenne LEADS, One Depot Square, 121 W. 15th Street, Ste 304, 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 _____, _____, a copy of which is hereto attached and made a part hereof for the _____

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 two-year guaranty period, and if the Principal shall satisfy all the claims and demands incurred under such contact, and shall fully indemnify and save harmless the Owner from all costs and damages which the 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 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 _____, _____.

(Witness)

(Principal) (Seal)
By _____

(Title)

(Address)

(Witness)

(Surety) (Seal)
By _____

(Attorney-in-fact)

(Address)

Countersigned by:

By _____
(Wyoming Resident Agent)

(Address)

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

IMPORTANT: Surety companies executing bonds must hold a Certificate of Authority issued by the State of Wyoming Insurance Department.

CHEYENNE LEADS
GENERAL CONDITIONS

1. INSURANCE REQUIREMENTS

- a. The Contractor shall file a Certificate of Insurance with Cheyenne LEADS verifying each type of insurance coverage listed below.
- b. The Certificate of Insurance shall be submitted to and approved by the Cheyenne LEADS prior to commencement of performance under this bid and the subsequent contract.

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability (Including Products and completed Operations)	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
Explosion, Collapse, Under- ground (XCU Endorsements) if applicable to the hazards of a specific project.	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
Business Automobile Liability	\$1,000,000 CSL
Workers' Compensation	Statutory
Employer's Liability "Stop Gap" (if afforded by voluntary Workers' Compensation)	\$500,000 Each Accident \$500,000 Each Disease- Policy Limit \$500,000 Disease/Each Employee

- d. It is understood and agreed that these policies are primary and not contributory. All policies required under this contract shall be in effect for the duration of the project and contract. Insurance certificates must include a clause stating that the insurance may not be canceled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Owner.
- e. Cheyenne LEADS shall be named as an **additional insured** on the Contractor's insurance policies, except workers' compensation, and the Contractor shall provide a copy of the endorsement providing this coverage.
- f. The Owner has the right to reject a certificate of insurance if the Contractor's insurance company is widely regarded in the insurance industry as financially unstable. Any insurance company providing coverage under this contract shall have a minimum A.M. Best rating of A- (excellent).
- g. The Owner has the right to review the certificates of any or all subcontractors used by the Contractor. Further, the Owner has the right to require, as necessary, that the subcontractors' insurance coverage be equivalent to that required of the Contractor.

- h. The Owner has the right to increase the required minimum limit of liability on any contract project as warranted by an increase in hazard. Examples of increased hazard include, but are not limited to:
 - i. handling of hazardous materials
 - ii. activities involving large congregations of people
- i. The Owner shall have the right to consult with the Contractor's insurance agent for disclosure of relevant policy information, but the Owner's failure to request or review such policies, endorsements, and certificates shall not affect the Owner's rights or Contractor's obligation hereunder. Disclosure of relevant policy information would specifically involve, but is not limited to:
 - i. exclusions endorsed
 - ii. deductibles
 - iii. claims in progress which could significantly reduce the annual aggregate limit
 - iv. "claims made" vs. the occurrence form. If "claims made" form, then advise:
 - (1) retroactive dates
 - (2) extended reported periods of tails

2. INDEMNITY:

- a. The Contractor agrees to indemnify, hold harmless and defend the Cheyenne LEADS from and against any and all liabilities, claims, penalties, forfeitures or suits, and the cost and expenses incident thereto, including reasonable attorney's fees, which may hereafter arise as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse affects on the environment, or any violation of governmental laws, regulations or orders to the extent caused by the FIRM'S breach of any term or provision of this agreement, or any negligent or willful acts, errors or omissions by the FIRM, its employees or subcontractors in the performance of this Agreement. The FIRM acknowledges that it may incur a financial obligation to the Cheyenne LEADS pursuant to the terms of this paragraph.
- b. It is expressly understood and agreed that although the Owner and its authorized agents and employees have the right under this Agreement to observe and review the work and operations of the Contractor, this shall not relieve the Contractor from any of its covenants and obligations hereunder.

3. GOVERNMENTAL IMMUNITY:

The Owner and its officials and employees do not waive governmental immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as Governmental Entities pursuant to Wyoming Statute §1-39-101, *et seq*, and all other applicable laws. Further, the 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. The Owner does waive its governmental immunities solely for the enforcement of the terms and conditions of this Agreement.

4. GOVERNING LAW, JURISDICTION and VENUE:

The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over

any action arising out of this Agreement and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

5. COMPLIANCE WITH LAWS:

This Agreement shall be governed in all respects by the laws of the State of Wyoming. The parties hereto shall comply with all applicable federal, state and local laws, rules and regulations in the performance of this contract. The identified Laws or Regulations are included in this agreement as mandated by statute or for the convenience of the Contractor. The Contractor's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over design and construction of the project shall apply to the Agreement throughout, and they will be deemed to be included in the agreement the same as though herein written out in full. Other Laws and Regulations apply which are not included herein, and are within the Contractor's duty and responsibility for compliance therewith.

6. NONDISCRIMINATION:

The parties shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101 et seq., and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and all parties to this Agreement assure that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of this Agreement on the grounds of age, sex, race, creed, color, national origin, ancestry, religion, pregnancy or qualifying disability. The parties further assure that they will include the language of this paragraph in all agreements associated or connected in any way with this Agreement and shall cause all existing Agreements to similarly include this clause therein.

7. DRUG-FREE WORKPLACE:

In compliance with the Drug Free Work Place Act of November 1988, the City of Cheyenne has established an "Alcohol and Controlled Substance Policy" that pertains to alcohol and drug usage by City employees. All independent contractors under contract with the City and their employees and subcontractors are required to comply with the provisions of this policy for drug and/or alcohol usage on City property or other sites occupied by the Contractor while performing the duties and responsibilities of the contract. It is the responsibility of the Contractor to become familiar with the requirements of this policy and to inform all subcontractors and employees of their obligation to comply and to ensure their compliance therewith. If the Contractor, the Contractor's employees or subcontractors are found in violation of this policy, the contract may be terminated. The Contractor is an independent Contractor and shall comply with the City's Alcohol and Controlled Substance Policy and the provisions of this section.

8. CONTRACTS FOR PUBLIC IMPROVEMENTS:

Wyoming Statute §15-1-113 is expressly incorporated herein by this reference as though fully set forth herein.

9. INDEPENDENT CONTRACTOR:

At all times during the term of this Agreement, Contractor shall be considered an independent contractor. Neither Contractor nor any one employed by it shall represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the Owner.

10. CONFIDENTIALITY:

To the extent allowed by law, the Owner and Contractor shall treat as confidential and not disclose to others information (including technical information, experience or data) regarding either party's plans, programs, plants, processes, products, costs, equipment, operations, or customers which come within the knowledge of the parties, without in each instance securing the prior written consent of the other party, unless such disclosure is required by law or legal process. However, nothing shall prevent either Contractor or the Owner from disclosing to others or using in any manner information which either party can show (a) has been published or has become part of the public domain other than by acts of Contractor or the Owner; (b) has been furnished or made known to Contractor or the Owner by third parties without restrictions on its disclosure; or (c) was in either party's possession prior to the disclosure thereof by the Owner or Contractor to each other. Contractor shall not be restricted in any way from releasing information in response to a subpoena, court order, or legal process, but shall notify Owner of the demand for information before Contractor responds to such demand. Owner reserves the right to prohibit the release of said information as provided by law.

11. CONFLICT OF INTEREST:

In entering this Agreement, Contractor covenants that it presently has no interest, and shall acquire any interest direct or indirect financial or otherwise which would conflict in any manner or degree with performance of the services hereunder. Contractor further covenants that in the performance of the Agreement, no subcontractor or person having such an interest shall be employed. Contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of the Owner.

12. ACCEPTANCE NOT WAIVER:

The Owner's approval of drawings, plans, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor from responsibility for the technical accuracy of the work. The Owner's approval or acceptance of, or payment for, any services shall not be construed to operate as a waiver of any of the Owner's rights under this Agreement or any of its legal rights under statute and common law arising out of the performance of this Agreement.

13. DEFAULT:

Each and every term and condition herein shall be deemed a material element of this Agreement. In the event either party shall fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

14. REMEDIES:

- a. In the event a party declares the other party in default hereof, said party declaring default shall notify the defaulting party in writing and such defaulting party shall be allowed a period of fifteen (15) days to cure said default. In the event that the default remains uncorrected, the party not in default may elect to: (a) terminate this Agreement and seek damages; (b) treat this Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity.
- b. In the event Contractor fails to strictly perform in accordance with this Agreement, the Owner may elect to make good such deficiencies and charge Contractor therefore.

15. TERMINATION:

The Owner may by written notice to Contractor terminate this Agreement in whole or in part by giving Contractor fifteen (15) days written notice. Upon receipt of such notice, Contractor shall:

- a. Discontinue all services affected (unless the notice directs otherwise); and
- b. Deliver to the Owner representative within five (5) days all documents belonging to the Owner including but not limited to data, drawings, specifications, reports, estimates and summaries accumulated by Contractor in the performance of this Agreement, whether completed or in progress. In the event of termination, Owner shall pay Contractor for all work accepted as of the date of termination.

16. WAIVER:

The waiver by either party of any term, condition or covenant, or breach of any term, condition or covenant, shall not constitute a waiver of any other term, condition or covenant, or breach thereof.

17. SERVERABILITY:

If any provision, section, subsection, sentence, clause, or phrase of this Agreement is invalidated by any court of competent jurisdiction such holding shall not affect the validity of the remainder of the Agreement, which shall continue in full force and affect.

18. SUCCESSORS AND ASSIGNS:

All the terms, conditions, and provisions herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

19. ASSIGNMENT:

Neither party shall assign this Agreement without prior written consent of the other party. Any delegation or assignment shall not operate to relieve either party of its responsibilities hereunder.

20. THIRD PARTY RIGHTS:

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 this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only the parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement. This paragraph is not intended nor shall it be construed to waive all the parties' immunities.

PART VI

SUPPLEMENTARY CONDITIONS

The following supplemental conditions are hereby made a part of the Contract Documents and supplement or supersede any articles of these specifications. Any subsequent addenda issued after the Contract Documents have been issued to bidders shall supplement or supersede any articles of these specifications and shall be made a part of the Contract Documents.

1. PROJECT SITE

The project site limits include several properties within the North Range Business Park Laramie County, Wyoming

2. TIME FOR COMPLETION

The work which the Contractor is required to perform under this contract shall be commenced at the time stipulated by the Owner in the Notice to Proceed to the Contractor and shall be completed within the time frame stated below. Contract time includes the Thirty (30) days adverse weather days. Time will not be counted when the project is officially suspended by the Owner, due to acts of God, winter shutdown, and Owner-originated suspensions that are necessary though no fault of the Contractor. In the latter instance, if the Owner suspends the work for more than ninety (90) days, the Contractor may apply for a price adjustment to compensate for reasonable expenses caused by the suspension. Any application for price adjustment or contract time extension will be submitted to the Owner for its consideration in the form of a contract modification. It will be the responsibility of the Contractor to provide sufficient documentation to substantiate any claim.

The targeted Completion dates are as follows:

<u>Item</u>	<u>Substantial</u>	<u>Final</u>
Waterline Scope – Phase 01	January 10, 2018	January 22, 2018
Remainder of Project	by April 02, 2018	April 30, 2018

3. LIQUIDATED DAMAGES

For each calendar day that any work shall remain uncompleted after the contract time specified for the completion of the work provided for in the Contract, the following liquidated damages charges will be deducted from any monies due the Contractor:

ORIGINAL CONTRACT AMOUNT		LIQUIDATED DAMAGE CHARGE
From	to and including	Charge per calendar day
\$ 0.00	\$ 25,000.00	\$ 250.00
25,000.01	50,000.00	500.00
50,000.01	100,000.00	1000.00
100,000.01	500,000.00	1500.00
500,000.01	1,000,000.00	2000.00
1,000,000.01	1,500,000.00	3000.00
1,500,000.01	and greater	3500.00

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the use of additional contract time, will in no way constitute a waiver on the part of the Owner to any of its rights under the contract.

Unless otherwise provided in the Contract, liquidated damage charges will be calculated in accordance with the table. All time in excess of the required Contract time will be calculated on a calendar day basis.

4. CONTRACT DOCUMENTS

The Owner will furnish the Contractor, without charge, six (6) copies of the Contract Documents including technical specifications and drawings. Additional copies requested by the Contractor will be furnished at cost.

5. JOB OFFICES AND STAGING AREA

The Contractor and subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The Owner shall be consulted with regard to locations.

Upon completion of the improvements, or as directed by the Owner, the Contractor shall remove all such temporary structures and facilities from the site, same to become the Contractor's property. The Contractor shall leave the site of the work in the condition required by the Contract.

On-site toilet facilities for employees of contractors and subcontractors shall be provided and maintained in a sanitary condition. The Contractor shall remove all trace of these facilities prior to completion of the project.

6. PARTIAL USE OF SITE IMPROVEMENTS

The Owner may, at its option, give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected, and can be accepted as complying with the Contract Documents and if, in its opinion, each section is reasonably safe, fit and convenient for the use and accommodation for which it was intended, provided:

- a. The use of such sections of the improvements shall in no way impede the completion of the remainder of the work by the Contractor;
- b. The Contractor will not be responsible for any damages or maintenance costs due directly to the use of such sections;
- c. The use of such sections shall in no way relieve the Contractor of liability arising from having used defective materials or to poor workmanship.
- d. Any guarantee period shall not commence until the date of the final acceptance of all work, which the Contractor is required to construct under this contract.

7. PROJECT RECORD DOCUMENTS

The Contractor shall maintain at the job site one copy of all contract and project documents, each portion of which shall be clearly marked "Project Record Copy". These documents, including drawings, specifications, addenda, approved shop drawings, change orders, field

orders, other contract modifications, and other approved documents submitted by the Contractor in compliance with various sections of the Contract Documents, shall be maintained in good condition, available at all times for inspection by the Owner, and not used for construction purposes.

The Contractor shall mark up the most appropriate document to show significant changes made during construction progress, significant detail not shown in the original Contract Documents, and the information shall include, but not be limited to, location of underground utilities and appurtenances referenced to permanent surface improvements, and location of internal utilities and appurtenances concealed in building structures referenced to visible and accessible features of structures.

The Contractor shall keep the project record documents current and not permanently conceal any work until required information has been recorded. Upon completion of the project and prior to final acceptance, the Contractor shall submit the marked up set of project record documents to the Engineer for the Owner along with the "Contractor's Certificate of Completion" found in Part IV of the bidding documents. After the Engineer has inspected the work and has determined it to be substantially complete, the Owner will initiate a "Certificate of Substantial Completion," which will establish the date of commencement of the warranty period.

8. GENERAL TRAFFIC REQUIREMENTS

The Contractor shall provide adequate signs, barricades, lights, flares and flaggers, and take all necessary precautions to prevent accident or injury and to minimize inconvenience to the public during the progress of the work.

All traffic control or other protective devices shall be installed and maintained in accordance with the Uniform Manual of Traffic Control Devices or in conformance with the applicable requirements of the authority having jurisdiction in such matters. The Contractor shall provide an American Travel Safety Services Association (ATSSA) certified work site supervisor to supervise all traffic control operations if the Owner deems necessary.

Material stored on or adjacent to public streets shall not obstruct or inconvenience the traveling public.

Streets, driveways or other access points shall not be closed without the prior consent of the Owner, Engineer, and proper governmental authorities. Fire hydrants on or near the site of the work shall be accessible at all times. The Contractor shall notify affected property owners, the Owner and the Engineer at least 48 hours in advance of any proposed closure for construction operations including any work to be done by utility companies.

The Contractor shall submit a traffic control diagram to the Engineer for approval before work begins. The diagram shall indicate location and type of signs, cones, flashers, flagging, reflective barricades, and all other devices deemed necessary for the proper protection of the area of the work.

9. EXISTING ROADWAYS AND OTHER PROPERTY

The Contractor shall take all necessary precautions to protect adjacent roadways, properties and improvements, and underground facilities affected by the Contractor's operations, regardless of the ownership of the facilities.

Any existing improvements or facilities damaged by the Contractor's operations in the performance of the work under this Agreement shall be repaired or replaced by and at the expense of the Contractor to the satisfaction of the Owner.

The Contractor shall be responsible for the preservation and maintenance of all existing roadways affected but not directly disturbed by the work. The Contractor shall repair, replace, or clean any roadway indirectly affected by his operations during the course of the project. Such work shall be accomplished by and at the expense of the Contractor without reimbursement by the Owner.

10. PROJECT OBSERVATION

It is expressly understood and agreed that the Owner and Engineer shall have the right under this Agreement to observe and review the work and operations of the Contractor. However, such observation and review shall not relieve the Contractor of any responsibilities, obligations, or covenants hereunder, and the Contractor shall be responsible for and save harmless the Owner and Engineer and their respective representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work, observing safety standards or regulations, or otherwise, or through the use of unsafe or unacceptable materials in the construction or completion of the project, or the Contractor's failure to comply with any law, ordinance, or regulation.

11. FINAL CLEANUP

The Contractor shall clean all sidewalk, street and other areas affected by construction, removing all loose surface materials. All piles of excess excavation, rocks, rubbish, or other debris shall be cleaned up and disposed of. Damage to any areas by the Contractor will be repaired or replaced by the Contractor at no expense to the Owner. No extra compensation will be allowed for final cleaning of the site, but the cost thereof shall be included in the unit price bid for other items in the Proposal. If work is suspended for any reason, the Contractor will be required at the Contractor's expense, prior to shut down, to provide for the public's safety and use as directed by the Owner or Engineer.

12. SAMPLES, TEST, CITED SPECIFICATIONS

All material will be inspected, tested and accepted before or during incorporation into the work. Any work in which untested and unacceptable materials are used without approval or written permission shall be performed at the Contractor's risk and may be considered as unacceptable and unauthorized and will not be paid for; and if directed by the Engineer, shall be removed at the Contractor's expense.

Unless otherwise modified, and where applicable, tests in accordance with the most recent cited standard methods of American Association of State Highway and Transportation Officials (AASHTO) or ASTM International (ASTM), approved AASHTO Interim Specifications, or ASTM Tentative Specifications, which are current on the date of advertisement for bids, will be made by and at the expense of the Owner. Samples will be taken and tests will be made by a qualified representative of the Owner. All materials are subject to inspection, test, and either acceptance or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at his request. The Contractor shall coordinate with the Engineer for timely scheduling for samples and testing. Cost incurred for tests not meeting the requirements of the above specifications will be back charged to the Contractor through the normal payment process, usually at the time of final pay request.

13. FORCE ACCOUNT, EXTRA WORK, CHANGES IN THE WORK

When the Contractor is required to do work or services under the force account or extra work, the cost for said work will be calculated using the provisions of the Wyoming Department of Transportation system for determining costs for equipment, operators and labor involved. Any extra work, additions, deletions or revisions in the work will be authorized by written contract modification or change orders. The Engineer may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the Contract Documents in the form of a Field Order.

14. TWO YEAR CORRECTION PERIOD

If after the approval final payment and prior to the expiration of two years after the date of Substantial Completion or such longer period as may be prescribed by law or by the terms of any applicable special guarantee, the Contractor shall promptly, without cost to the Owner and in accordance with the Owner's written instructions, either correct such defective work or, if it has been rejected by the Owner, remove it from the site and replace it with non-defective work. If the Contractor does not promptly comply with the terms of such instruction, the Owner may have the defective work corrected or the rejected work removed and replaced, and all costs incurred therefore, including compensation for additional professional services, shall be paid by the Contractor and its sureties. The remedies provided in this section are in addition to all other remedies available to the Owner under applicable law and shall not be construed as exclusive of any other legal right or remedy available to the Owner.

15. REFERENCE POINTS:

Construction staking and layout for vertical and horizontal control of the improvements will be provided by the Owner one time only, unless otherwise noted by the Owner in the appropriate project manual.

The Contractor shall make all other surveys that will be necessary for the proper construction. The Contractor shall be responsible for the preservation of all property pins, control points, offset line points and stakes. If any of these are destroyed or disturbed as a result of the Contractor's construction activities and/or negligence, the Contractor will be charged at the Engineer's established hourly crew rate for replacing them, with payment for this extra work to be made directly to the Engineer by deduction from the monthly periodic estimate payments to the Contractor. The Contractor shall also be responsible for any mistakes or damage resulting from the unnecessary loss or disturbances of control points, offset line points and stakes.

16. ENGINEER/INSPECTOR OVERTIME

Inspection work required beyond normal working hours by any Engineer/Inspector having authority on the project must have the Owner's written approval 24 hours in advance of scheduled work. In emergency situations, verbal approval may be given followed by written approval on the next working day. In an emergency situation, verbal approval will suffice until the next working day at which time written approval will be obtained.

The Board of Public Utilities (BOPU) requires that requests for services on the weekend be made not later than 4:30 p.m. on the Thursday prior to need so that appropriate personnel arrangements can be made.

All costs for **BOPU inspection time** overtime-professional services associated with the work will be paid for by the Contractor.

No Owner services, equipment, or personnel will be provided for this project unless specifically defined and stated in the bidding/contract documents, nor will any be provided free of charge unless expressly stated in these documents.

17. SEQUENCE OF WORK:

The Contractor shall make every effort to complete the work in a manner and fashion that minimizes roadway closures and inconveniences to the traveling public and adjacent property owners. The contract documents are compiled to support the efficient operations of the Contractor and are not intended to supplant the Contractor's responsibility of superintendence. Special consideration regarding schedules and/or work sequences necessary or anticipated during the course of the project will be identified in the Special Provisions.

18. DAMAGED MATERIAL:

The Contractor shall be responsible for all material damaged, distorted or misplaced during construction along said project and shall replace and repair all material damaged, distorted or misplaced during construction. Repairs to all material damaged, distorted or misplaced shall be made by the Contractor at his expense in manner satisfactory to the Engineer or Owner. Every precaution shall be taken to prevent foreign material from entering storm drainage intakes during construction.

PART VII

SPECIFICATIONS

THE STANDARD SPECIFICATIONS GOVERNING THIS PROJECT SHALL BE THE "CITY OF CHEYENNE/BOARD OF PUBLIC UTILITIES CONSTRUCTION SPECIFICATIONS AND STANDARD DRAWINGS, 2007 (AMMENDED MARCH 10, 2014)" WITH APPROVED AMENDMENTS ISSUED BY THE CITY ENGINEER AT THE TIME OF THIS CONTRACT.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO KEEP CURRENT ON THESE AMENDMENTS. COPIES OF THESE AMENDMENTS ARE AVAILABLE IN THE OFFICE OF THE CITY ENGINEER.

SPECIAL PROVISIONS

THE SPECIAL PROVISIONS WILL ADD TO OR REVISE CERTAIN SECTIONS OF THE "CITY OF CHEYENNE/BOARD OF PUBLIC UTILITIES CONSTRUCTION SPECIFICATIONS AND STANDARD DRAWINGS, 2007 (AMMENDED MARCH 10, 2014)". REVISED PARAGRAPHS AND ADDITIONS WILL CORRESPOND TO THE STANDARD NUMERICAL AND TITLE DESIGNATIONS.

THE SPECIAL PROVISIONS MAY ALSO INCLUDE NEW SECTIONS OF SPECIFICATIONS NOT COVERED IN THE STANDARD SPECIFICATIONS AND WILL BE NUMBERED STARTING FROM SECTION 04000.