

May 16, 2023

Mr. Marcus Schoenfelder  
Northern Underground, LLC  
PO Box 23  
Sheridan, WY 82801

Re: Sheridan County  
Brooks Street Greenspace  
Morrison-Maierle Proj. #6017.002

Dear Marcus:

Sheridan County has awarded the Brooks Street Greenspace project to Northern Underground, see attached signed Notice of Award dated May 15, 2023.

Here is a list of items for you to complete:

1. Sign and return one electronic copy of the attached Notice of Award.
2. Provide Northern Underground's SAM registration.
3. Sign and return the attached Agreement. The Contract Agreement will be dated upon execution by Sheridan County, so please leave that blank for now.
4. Submit a Performance Bond (on the form provided in the Project Manual). The date on the bond shall be left blank and will be dated by Sheridan County to match the Agreement.
5. Submit a Labor and Materials Payment Bond (on the form provided in the Project Manual). The date on the bond shall be left blank and will be dated by Sheridan County to match the Agreement.
6. Submit certificates for all required insurance. Please read or give your insurance company the Supplementary Conditions (00810) to make sure you comply with the insurance requirements. Make sure both Sheridan County and Morrison-Maierle are specifically identified by name as "additional insured", as well as all other requirements. This is almost always the one item that takes the longest to make sure all requirements have been met.

Once we have received the above documents, we will forward them to Sheridan County for signature.

We look forward to working with you on this project. Please call if you have any questions.

Sincerely,



Morrison-Maierle  
Tim Brugger, PE  
Project Manager

**SHERIDAN COUNTY – BROOKS STREET GREENSPACE**

**NOTICE OF AWARD**

Dated 5-15, 20 23

TO: Northern Underground, LLC  
(BIDDER)

ADDRESS: PO Box 23, Sheridan, WY 82801

PROJECT: Sheridan County – Brooks Street Greenspace

You are notified that your Bid dated May 10, 2023 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for  
Base Bid

(Indicate total Work, alternates or sections of Work awarded)

The Amount of your Contract is:

Two Million Two Hundred Forty-Two Thousand One Hundred Thirty-Nine Dollars and 15 Cents (\$2,242,139.15).

One copy of the proposed Contract Documents accompany this Notice of Award. Also included is one copy of the Contract Agreement. Please sign and return one copy in PDF form.

You must comply with the following within ten days of the date of this Notice of Award:

1. Deliver to the ENGINEER One fully executed counterparts of the Agreement.
2. Deliver the required Insurance Certificates and Performance and Payment Bonds as specified in the Contract Documents.
3. (List other conditions) \_\_\_\_\_

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

Please acknowledge your receipt of this notice in the space provided below and return a copy along with any and all future project correspondence to Tim Brugger, Morrison-Maierle  
1470 Sugarland Drive, Suite 1, Sheridan, WY 82801 (tbrugger@m-m.net)  
(Engineer name and address)

Receipt Acknowledged:

By: SHERIDAN COUNTY  
[Signature]  
(Owner's Authorized Representative)  
Chairwoman  
Title

Northern Underground, LLC  
By: \_\_\_\_\_  
Representative  
\_\_\_\_\_  
Title Date

**SHERIDAN COUNTY – BROOKS STREET GREENSPACE**  
DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS  
SECTION 00500 – AGREEMENT (Addendum #5)

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THIS AGREEMENT is by and between the Sheridan County (hereinafter called OWNER), and Northern Underground, LLC (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1. WORK.**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**Sheridan County – Brooks Street Greenspace Project**

**ARTICLE 2. ENGINEER.**

The Project has been designed by: Morrison-Maierle, Inc. who is hereinafter called ENGINEER, and who is to act as the OWNER's representative, assume all duties and responsibilities, and 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 Substantial Completion of the Work is to be completed within 190 calendar days from the issuance of the Second Notice to Proceed. An initial Notice to Proceed (NTP) may be issued to the Contractor within 10 days of the Contract Award. This initial NTP will not start the Contract Time, but is intended to direct the Contractor to begin the process for the Retaining Wall Design, shop drawing preparation and submittal review, ordering and approval process for any equipment and materials that may require greater delivery time. The Second notice to proceed will be given on or after July 17, 2023 and Substantial Completion shall be reached no later than October 31, 2024. Final completion is to be reached within 14 days of Substantial Completion. A suspend work order can be issued at CONTRACTOR's request at the end of 2023 to break for the winter months, then shutdown until weather allows remaining work to resume in 2024. To allow for work inside the County Courthouse to proceed during winter months, the contractor can request 45 calendar days for Interior Work during the winter shut-down period. This time will not count towards or add to the 190 calendar day window for the entire project. Final Payment will not be made until Final Completion is reached and all closeout documents acceptably submitted.

For the purposes of this project, Substantial Completion is defined as the time at which all pay items have been completed and the contractor is ready for final inspection of the project.

- 3.2 Liquidated Damages. The OWNER and CONTRACTOR recognize that time is of the essence of this Agreement, and that the OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed, in accordance with Article 12 of the General Conditions. They also recognize the

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delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the OWNER if the Work is not completed on time.

Accordingly, instead of requiring any such proof, the OWNER and CONTRACTOR agree that, as liquidated damages for delay, (but not as a penalty), the CONTRACTOR shall pay the OWNER \$ 500.00, for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion, until the Work is substantially complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the OWNER, the CONTRACTOR shall pay the OWNER **\$500.00**, for each calendar day that expires after the time specified in paragraph 3.1 for final completion and readiness for final payment of all work.

**ARTICLE 4. CONTRACT PRICE.**

The OWNER shall pay the CONTRACTOR for completion of the Work, in accordance with the Contract Documents according to the Bid, which is attached as an Exhibit. The total awarded sum is **\$2,242,139.15**. The total price can vary due to the actual quantities of the unit price items installed, or due to Change Orders. Measurement and payment for bid items shall be per section 01150 and the Project Manual.

**ARTICLE 5. PAYMENT PROCEDURES.**

The CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by the ENGINEER, as provided in the General Conditions.

- 5.1 Progress Payments. OWNER will make progress payments based on the CONTRACTOR'S Applications for Payment as prepared by CONTRACTOR and recommended by the ENGINEER, based on work completed through the 20th (twentieth) day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the number of units of each bid item completed times the unit price bid in the Unit Price Schedule for that item. The number of units completed shall be measured in accordance with Section 01150 of the Contract Documents. The schedule of values is provided for in Article 2 of the General Conditions and Section 01300 of Division 1, in accordance with W.S. 16-6-702. Payments will be made according to the General Conditions and the Supplementary Conditions to the General Conditions.
- 5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as the Engineer determines or the OWNER may withhold, including but not limited to liquidated damages and withholdings in accordance with Paragraph 15.01 of the General Conditions. Retainage shall be withheld as follows:
1. Ninety-five percent (95%) of the Work completed (with the balance being retainage) and
  2. Ninety-five percent (95%) of the materials and equipment not incorporated in the Work (with the balance being retainage).

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5.1.2 Upon issuance of a Certificate of Substantial Completion, OWNER shall cause notice to be published in a newspaper of general circulation once a week for two consecutive weeks, and posted on the State of Wyoming's procurement website or the OWNER's official website. The notice shall set forth in substance that the OWNER has accepted the Work, or designated portion thereof, as substantially complete according to this Agreement and associated documents. Upon the 41<sup>st</sup> day after the notice was first published, the CONTRACTOR is entitled to payment of the retained amount, together with any other amount due under this Agreement, less any amount withheld for the portion of the Work that is incomplete or not completed in accordance with this Agreement and associated documents.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions and Special Conditions 15.06 and the completion of all closeout paperwork, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in 15.06. Owner shall post the date of final completion for the work on the state procurement website or the Owner's official website.

#### **ARTICLE 6. INTEREST.**

All moneys not paid when due, as provided in Article 14 of the General Conditions, shall bear interest at a maximum rate allowed by law, not to exceed 1% per month.

#### **ARTICLE 7. CONTRACTOR'S REPRESENTATIVES.**

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

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

7.2 CONTRACTOR has studied carefully all reports of investigations and tests of latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Contract Documents.

7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to above as he or she deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

7.5 CONTRACTOR has carefully reviewed and checked all information and data shown or indicated on the Contract Documents, with respect to existing Underground Facilities at or

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contiguous to the site, and assumes responsibility for the accurate location of said Underground Facilities.

- 7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he or she has discovered in the Contract Documents, and the written resolution thereof by the ENGINEER is acceptable to the CONTRACTOR.

**ARTICLE 8. CONTRACT DOCUMENTS.**

The Contract Documents, which comprise the entire agreement between the OWNER and the CONTRACTOR concerning the Work, consists of the following:

- 8.1 This Agreement.
- 8.2 Instructions to Bidders.
- 8.3 Performance Bond and Labor and Material Payment Bond.
- 8.4 Notice of Award and Notice to Proceed.
- 8.5 General Conditions.
- 8.6 Supplementary Conditions.
- 8.7 Division 1, General Requirements.
- 8.8 Technical Specifications, as listed in the Table of Contents.
- 8.9 Supplementary Specifications.
- 8.10 Special Provisions.
- 8.11 Bid Items, Method of Measurement and Basis of Payment.
- 8.12 Drawings.
- 8.13 Addenda listed on the Bid forms.
- 8.14 CONTRACTOR'S executed Bid forms (including electronic bid worksheet submitted through the project bidding website).
- 8.15 Documentation submitted by CONTRACTOR and accepted by the ENGINEER prior to Notice of Award.
- 8.16 Any Modification, including Change Orders, duly delivered after execution of Agreement.
- 8.17 Any pertinent rights-of-way and easements for access as identified in the Supplemental Provisions.

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There are no Contract Documents, other than those listed above, in this Article 8. The Contract Documents may only be amended, modified, or supplemented, as provided in Article 3 of the General Conditions.

The Contract Documents listed above are intended to be complementary and to describe and provide for a complete Work. The CONTRACTOR will not take advantage of an apparent error or omission in the plans and specifications. If the CONTRACTOR discovers such an error or omission, he or she will immediately notify the ENGINEER. The ENGINEER will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Contract Documents.

**ARTICLE 9. MISCELLANEOUS.**

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 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 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.
- 9.3 The OWNER and the CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 9.4 The OWNER does not waive its sovereign immunity by entering into this Agreement, and specifically retains all immunities and defenses available to it as a sovereign pursuant to W.S. 1-39-104(a) and all other state laws.
- 9.5 Pursuant to the laws of the State of Wyoming, reference is hereby made to W.S. 15-1-113 which is made a part of this Agreement.
- 9.6 Resident Wyoming labor, workmen and mechanics shall be used upon work for the erection, construction, alteration or repair of any public building or other public structure or for making any addition thereto or for any public work or improvement, except other labors may be used when Wyoming labors may not be available for the employment from within the State or are not qualified to perform the work involved.
- 9.7 Wyoming materials and products of equal quality and desirability shall have preference over materials and products produced outside the State of Wyoming.

**ARTICLE 10. OTHER PROVISIONS.**

IN WITNESS WHEREOF, OWNER and CONTRACTOR 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 or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

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This Agreement is effective on the date of the last signature below.

SHERIDAN COUNTY, WY

CONTRACTOR **Northern Underground, LLC**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

Sheridan County

\_\_\_\_\_

224 S. Main Street

\_\_\_\_\_

Sheridan, WY 82801

\_\_\_\_\_

(If the CONTRACTOR is a corporation, attach evidence of authority to sign).

**END OF SECTION 00500**