

## LETTER OF TRANSMITTAL

1470 SUGARLAND DRIVE, SUITE 3 • SHERIDAN, WY 82601  
307.672.9310 • www.m-m.net

Date: May 24, 2023

To: Renee' Obermueller  
Sheridan County  
224 South Main Street  
Sheridan, WY 82801

Project No.: 6017.002

RE: Brooks Street Greenspace Contract Documents

**We are sending you the following items:** ☒ Attached ☐ Under separate cover via

☐ Shop Drawings ☐ Prints ☐ Plans ☐ Specifications ☐ Change Order

☐ Copy of Letter ☒ Contract Documents ☐ Pay Request ☐ Addendum ☐ Other: \_\_\_\_\_

Doc #	Pgs	Description
1	1	Signed Notice of Award (For your files)
2	6	Agreement w/ Northern Underground, LLC (Dated for June 6; Need to sign)
3	2	Northern Underground Performance Bond (Dated for June 6)
4	3	Northern Underground Labor & Materials Payment Bond (Dated for June 6)
4	9	Northern Underground Insurance Certificates w/ Endorsements (For your files)
5	1	Notice to Proceed #1 (Dated for June 6; Need to sign)

### THESE ARE TRANSMITTED as checked below:

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> For approval | <input type="checkbox"/> No exceptions taken    | <input type="checkbox"/> Submit specified item            |
| <input type="checkbox"/> For your use            | <input type="checkbox"/> Make corrections noted | <input type="checkbox"/> Prints returned after loan to us |
| <input type="checkbox"/> As requested            | <input type="checkbox"/> Revise and resubmit    | <input type="checkbox"/> For your files                   |
| <input type="checkbox"/> For review and comments | <input type="checkbox"/> Rejected               | <input type="checkbox"/> Other                            |

### REMARKS:

Renee', enclosed is the signed notice of award, agreement, bonds, and insurance certificates from Northern Underground. I've put descriptions for the items above on what needs signed/dated. Since the agreement will be signed at the next Commissioner meeting on June 6, I've put that date on the bonds, agreement and Notice to Proceed #1. Once signed, please email us copies for our records and we'll send to NU. Let me know if you have questions. Thanks.

Signed: \_\_\_\_\_



Tim Brugger

*We create solutions that build better communities.*

**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

**SHERIDAN COUNTY – BROOKS STREET GREENSPACE**  
**DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS**  
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delays, expense, and difficulties involved in proving in a legal or arbitration preceding 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).

**SHERIDAN COUNTY – BROOKS STREET GREENSPACE**  
**DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS**  
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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

**SHERIDAN COUNTY – BROOKS STREET GREENSPACE**  
**DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS**  
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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.

**SHERIDAN COUNTY – BROOKS STREET GREENSPACE**  
**DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS**  
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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.

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

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

SHERIDAN COUNTY, WY

CONTRACTOR Northern Underground, LLC

By: Christi Haswell

By: Aaron Rosenlund

Print Name: Christi Haswell

Print Name: Aaron Rosenlund

Title: Chairwoman BOCC

Title: Manager

Date: June 6, 2023

Date: 5/17/23

Attest: Bene' O'harmiller

Attest: Mrs. W. [Signature]

Address for giving notices:

Address for giving notices:

Sheridan County

PO Box 23

224 S. Main Street

Sheridan, WY 82801

Sheridan, WY 82801

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

**END OF SECTION 00500**

**SHERIDAN COUNTY – BROOKS STREET GREENSPACE**  
DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS  
SECTION 00610 - PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS:** that

Northern Underground, LLC

(Name of Contractor)

256 E. Ridge Road, Sheridan, WY 82801

(Address of Contractor)

a Limited Liability Company, hereinafter called CONTRACTOR and  
(Corporation, Partnership, or Individual)

Travelers Casualty and Surety Company of America

(Name of Surety)

One Tower Square, Hartford, CT 06183

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Sheridan County

(Name of Owner)

224 S. Main Street, Sheridan, WY 82801

(Address of Owner)

hereinafter called OWNER, in the penal sum of Two Million Two Hundred Forty-Two Thousand  
One Hundred Thirty-Nine and 15/100 Dollars, (\$ 2,242,139.15)

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 CONTRACTOR entered into a  
certain contract with the OWNER, dated the 6th day of June, 2023, a copy of  
which is hereto attached and made a part hereof for the construction of: SHERIDAN COUNTY – BROOKS STREET GREENSPACE

**NOW, THEREFORE**, if the CONTRACTOR shall well, truly and faithfully perform its duties, all the  
undertakings, covenants, terms, conditions, and agreements of said contract during the original  
term thereof, and any extensions thereof which may be granted by the OWNER, with or without  
notice to the Surety and during the one year guaranty period, and if he or she shall satisfy all claims  
and demands incurred under such contract, and shall fully indemnify and save harmless the  
OWNER from all costs and damages which it 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, it shall remain in full force and effect.

**PROVIDED, FURTHER**, that the said Surety, for value received hereby stipulates and agrees that  
no change, extension of time, alteration or addition to the terms of the contract or the Work to be  
performed thereunder or the specifications accompanying the same shall in any way affect its  
obligation on the BOND, and it does hereby waive notice of any such change, extension of time,  
alteration or addition to the terms of the contract or to the Work or to the specifications.

**PROVIDED, FURTHER**, that no final settlement between the OWNER and the CONTRACTOR  
shall abridge that right of any beneficiary hereunder, whose claim may be unsatisfied.



**SHERIDAN COUNTY – BROOKS STREET GREENSPACE**  
DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS  
SECTION 00610 - PERFORMANCE BOND

**IN WITNESS WHEREOF**, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the 6th day of June 2023.

ATTEST:

  
\_\_\_\_\_  
Witness as to CONTRACTOR

Northern Underground, LLC

CONTRACTOR

By: 

(SEAL)

256 E. Ridge Road

(Address)

Sheridan, WY 82801

256 E. Ridge Road

(Address)

Sheridan, WY 82801

ATTEST:

  
\_\_\_\_\_  
Witness as to Surety Ryan Elliott

Travelers Casualty and Surety Company of America

Surety

By: 

Attorney-In-Fact Carly Schneidenbach

(SEAL)

PayneWest Insurance, 1105 East Main St

(Address)

Bozeman, MT 59715

PayneWest Insurance, 1105 East Main St

(Address)

Bozeman, MT 59715

**NOTE: Date of BOND must not be prior to date of Contract.** If CONTRACTOR is Partnership, all partners shall execute BOND.

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

**END OF SECTION 00610**

**SHERIDAN COUNTY – BROOKS STREET GREENSPACE**  
DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS  
SECTION 00620 - LABOR AND MATERIALS PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS:** that

Northern Underground, LLC

(Name of Contractor)

256 E. Ridge Road, Sheridan, WY 82801

(Address of Contractor)

a Limited Liability Company, hereinafter called CONTRACTOR and  
(Corporation, Partnership, or Individual)

Travelers Casualty and Surety Company of America

(Name of Surety)

One Tower Square, Hartford, CT 06183

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Sheridan County

(Name of Owner)

224 S. Main Street, Sheridan, WY 82801

(Address of Owner)

hereinafter called OWNER, in the penal sum of Two Million Two Hundred Forty-Two Thousand  
One Hundred Thirty-Nine and 15/100 Dollars, (\$ 2,242,139.15) 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 CONTRACTOR entered into a  
certain contract with the OWNER, dated the 6th day of June  
2023, a copy of which is hereto attached and made a part hereof for the construction of: \_\_\_\_\_  
SHERIDAN COUNTY – BROOKS STREET GREENSPACE

**NOW, THEREFORE**, if the CONTRACTOR shall promptly make payment to all persons, firms,  
subcontractors, and corporations furnishing materials for or performing labor in the prosecution of  
the Work provided for in such contract, and any authorized extension or modification thereof,  
including all amounts due for materials, lubricants, oil, gasoline, diesel, repairs on machinery,  
equipment and tools, consumed or used in connection with the construction of such Work, and all  
insurance premiums on said Work, and for all labor, performed in such Work whether by  
subcontractor or otherwise, then this obligation shall be void; otherwise, it shall remain in full force  
and effect.

**PROVIDED, FURTHER**, that the said Surety, for value received hereby stipulates and agrees that  
no change, extension of time, alteration or addition to the terms of the contract or the Work to be  
performed thereunder or the specifications accompanying the same shall in any way affect its  
obligation on the BOND, and it does hereby waive notice of any such change, extension of time,  
alteration or addition to the terms of the contract or to the Work or to the specifications.

**PROVIDED, FURTHER**, that no final settlement between the OWNER and the CONTRACTOR  
shall abridge that right of any beneficiary hereunder, whose claim may be unsatisfied.

**SHERIDAN COUNTY – BROOKS STREET GREENSPACE**  
**DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS**  
**SECTION 00620 - LABOR AND MATERIALS PAYMENT BOND**

**IN WITNESS WHEREOF**, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the 6th day of June 2023.

ATTEST:

  
\_\_\_\_\_  
Witness as to CONTRACTOR

Northern Underground, LLC

CONTRACTOR

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

(SEAL)

256 E. Ridge Road  
(Address)  
Sheridan, WY 82801

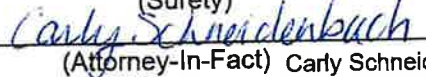
256 E. Ridge Road  
(Address)  
Sheridan, WY 82801

ATTEST:

  
\_\_\_\_\_  
(Witness as to Surety) Ryan Elliott

Travelers Casualty and Surety Company of America

(Surety)

By:  \_\_\_\_\_  
(Attorney-In-Fact) Carly Schneidenbach

(SEAL)

PayneWest Insurance, 1105 East Main St  
(Address)  
Bozeman, MT 59715

PayneWest Insurance, 1105 East Main St  
(Address)  
Bozeman, MT 59715

**NOTE: Date of BOND must not be prior to date of Contract.** If CONTRACTOR is Partnership, all partners shall execute BOND.

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

**END OF SECTION 00620**



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Carly Schneidenbach** of **BOZEMAN**, Montana, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

City of Hartford ss.

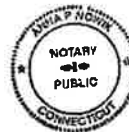
By: \_\_\_\_\_

  
Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 6th day of June, 2023 .



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS  
AND AUTOMATIC WAIVER OF SUBROGATION  
WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT,  
PERMIT OR AUTHORIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You**

- 1. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

- a.** "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:*

- (1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

- b.** "Bodily injury" or "property damage" *caused, in whole or in part, by "your work" performed under that written contract or written agreement and in-*

*cluded in the "products-completed operations hazard", but only if:*

- (1)** The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and
- (2)** The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

- 2.** If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

- a.** *Arising out of your ongoing operations or arising out of "your work"; or*

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

**B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations**

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

**Automatic Additional Insured Provision**

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

- F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

**When Other Additional Insured Coverage Applies On An Excess Basis**

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance;** or
2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

- G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

**Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization**

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization de-

scribed in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

**Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization**

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

- H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

**Waiver of Subrogation**

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.





NORTUND-01

SMOSS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/17/2023

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

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

<b>PRODUCER</b> Missoula Office PayneWest Insurance, a Marsh McLennan Agency LLC Company P.O. Box 4386 Missoula, MT 59808	<b>CONTACT NAME:</b> Stephanie Moss
	<b>PHONE (A/C, No, Ext):</b> (406) 327-6414 <b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> smoss@paynewest.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
	<b>INSURER A:</b> Cincinnati Insurance Company <b>10677</b>
<b>INSURED</b>  Northern Underground, LLC 256 E. Ridge Road Sheridan, WY 82801	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		ENP 0481897	3/20/2023	3/20/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL AGGREGATE \$ 3,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		ENP 0481897	3/20/2023	3/20/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		ENP 0481897	3/20/2023	3/20/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ENP 0481897	3/20/2023	3/20/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Equipment Floater</b>			ENP 0481897	3/20/2023	3/20/2024	Leased/Rented 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Sheridan County- Brooks Street Greenspace Project | Project # 6017.002  
Additional Insured including completed operations with respect to the general liability per form CG2037.  
Primary and Noncontributory Additional Insured including ongoing operations with respect to the general liability form GA472.  
Additional Insured with respect to the auto liability per form AA4004 (form to follow)  
Umbrella follows form.

## CERTIFICATE HOLDER

## CANCELLATION

Morrison-Maierle, Inc.  
1470 Sugarland Drive, Suite 1  
Sheridan, WY 82801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
MORRISON-MAIERLE	ANY LOCATION AT WHICH WORK OR OPERATIONS WERE PERFORMED BY YOU OR ON YOUR BEHALF
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be

broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You**

**1. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

**a.** "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement.* Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

**(1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

**(2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

**b.** "Bodily injury" or "property damage" *caused, in whole or in part, by "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:*

**(1)** The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

**(2)** The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per ISO additional insured endorsement form number CG 20 10, without specifying an edition date, this Paragraph **b.** does not apply to that person or organization.

**2.** If the written contract or written agreement described in Paragraph 1. above specifically requires you to provide additional insured coverage to that person or organization:

**a.** *Arising out of* your ongoing operations or *arising out of* "your work"; or

**b.** By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

**B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations**

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a contract, agreement, permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision issued, in writing, a contract, agreement, permit or authorization.
2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

**Automatic Additional Insured Provision**

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

- F. Except when G. below applies, the following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance**, and supersedes any provision to the contrary:

**When Other Additional Insured Coverage Applies On An Excess Basis**

This insurance is primary to other insurance available to the additional insured described in Paragraphs A. and B. except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, 5. Other Insurance, b. Excess Insurance**; or
2. For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

- G. The following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance**, and supersedes any provision to the contrary:

**Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization**

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs A. and B. provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph A. or B. that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

**Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization**

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs A. and B. provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph A. or B. that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

**SHERIDAN COUNTY – BROOKS STREET GREENSPACE**

**NOTICE TO PROCEED #1  
(Retaining Wall & Overhead Structure Design;  
Shop Drawings/Submittals)**

TO: Northern Underground, LLC DATED: June 6, 2023  
(CONTRACTOR)

ADDRESS: PO Box 23  
Sheridan, WY 82801

PROJECT NAME: Brooks Street Greenspace

OWNER'S CONTRACT NO.: N/A

This Notice to Proceed is intended to direct the Contractor to begin the process for the retaining wall design, shop drawing preparation, and submittal review and approval process for any equipment and materials that may require greater delivery time. This Notice to Proceed does not start the Contract Time. A second Notice to Proceed will be issued at a later date to begin construction for a Substantial Completion date no later than October 31, 2024.

Sheridan County  
(Owner)

By: Christi Hamwell  
(Authorized Signature)

Chairwoman  
(Title)

**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: [Signature]  
Representative  
Manager  
Title  
5/17/23  
Date