

**City of Rawlins Request for Design Build Proposal on the
Depot Park Splash Pad Design Build Project**

The City of Rawlins will receive sealed proposals (No faxed proposals) in the City Clerk's Office, City Hall, PO BOX 953/521 W Cedar St. Rawlins, Wyoming 82301 until **1:30 PM (Mountain Daylight Savings Time) on April 28th, 2020**, at which time they will be publicly opened for the following project: **Depot Park Splash Pad Design Build**. A Pre-Proposal Meeting has been scheduled for 1:30 PM April 21st 2020 at the Depot Park Site, 100-198 4th Street. Bid documents will be available online and all participants will be expected to print off their own copy. This RFP is let pursuant to the provision of the Wyo. State Stat. §15-1-113. All proposals shall be on separate forms and in individual envelopes clearly marked with the name of the project "Recreational Splash Pad at Depot Park" in the lower left hand corner.

Minimum Proposal Requirements are:

- Competent firm with specific experience in execution of the project.
- Compliance with all Federal, State and Local Laws.
- Execute and comply with the provisions of the Contract for this project which is available from the City Clerk.
- Compliance with City contract requirements including performance bond and payment bond or other assurances acceptable to the guarantee shall meet the requirements of W.S. § 16-6-112.
- Comply with the general conditions, specifications, drawings and requirements available from the City Clerk.
- Submit proposal with provided documents complete including any addendums.
- 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, see W.S. § 16-6-106.

The City reserves the right to reject all proposals or accept any proposal, which in its sole and absolute judgment, shall under all circumstances, best serve the City's interests. The City reserves the right to waive any and all informalities of any proposal. The City may require up to 30 days after opening for acceptance of any proposal.

Dated: March 27, 2020

Dustin Ziebold, Interim City Manager

Publication: Twice in the Rawlins Daily Times on April 1st, 2020 and April 15th, 2020.

DEPOT PARK SPLASH PAD DESIGN BUILD

Exhibit B - Project Description

The city of Rawlins operates and maintains 9 parks throughout the City. The parks provide recreational facilities that citizens enjoy. The proposed splash pad would expand on recreational opportunities at the Depot Park, across Front Street from the Rawlins historic train depot.

At the Depot Park is an existing fountain. The project will include removing the fountain and installing a splash pad facility along with a precast concrete restroom. The splash pad facility will be triggered by users and designed age appropriate for toddlers to adults to enjoy during the summer months. The waste water from the facility will drain to a collection tank where water can be used for park irrigation and excess water drained to the existing site storm sewer. The precast concrete restroom building will have water, sewer and electrical connections and sit on a compacted gravel base with concrete skirting. Water, electrical, sewer and storm drain connections are available onsite but must be brought to the restroom.

The project will include design and construction of the splash pad as well as some demolition of existing concrete and excavation prep for the final construction. There are water, electrical sanitary and storm water connections to be completed as part of the installation. The splash pad is intended to be a drain to waste system with some of the water collected for park irrigation. Installation of the collection tank, irrigation equipment and controls should be priced as an add alternate in this first phase of the park development.

Funding for this project was provided through community fundraising and the City of Rawlins with construction coordinated through the Downtown Development Authority.

DEPOT PARK SPLASH PAD DESIGN BUILD

Exhibit C - Scope of Work

Complete all work necessary for the design and build of the splash pad and precast concrete restroom at Depot Park per the project description and attached drawings. All work to be completed using best practices as provided by the Wyoming Public Works Specs, splash pad industry and precast building standards. The intent of this RFP is for a collaborative design build and the drawings and specifications are provided as an illustration of the preferred bid items, deliverables, utility connections, location of the splash pad and restroom. Value added suggestions are welcome and expected in the final proposal from all firms. So that proposals can be compared, firms are expected to provide cost estimates based on the following pay items:

1. DEMOLITION AND SITE PREPARATION. The splash pad will be installed in the location of the existing fountain at Depot Park. The attached drawing identifies the following items for demolition and preparation of the site for installation of the splash pad:
 - a. Carefully remove existing fountain and salvage to City.
 - b. Demolition and disposal of approximately 155 cubic yards of concrete "fountain pool", pool foundation and sidewalk.
 - c. Sawcuts at sidewalks as noted on the demolition plan.
 - d. Removal of existing site sod and soil within the identified "limits of work" to a depth of 4" leaving the site level and well graded. Approximately 60 cubic yards.
 - e. Prepare splash pad foundation excavation per plan with a minimum of 6" well compacted crushed base under pad and apron. Approximately 25 cubic yards of crush base will be required for the foundation preparation.
 - f. Remove two trees, identified on the drawing, and deliver to the city watered, wrapped and bound in burlap ready for replanting.
 - g. Remove and preserve the park clock for reinstallation. Storage may be possible at City facilities during construction.
 - h. Protection of all existing concrete from damage during demolition, construction and restoration of the project.
 - i. Contractor will be responsible for any damage to city streets, curb and gutter, sidewalk, site features, and other site concrete and repair any identified damage at their cost.
 - j. All concrete, trash and excavation spoils must be removed from the site to an approved facility. Any fees resulting from disposal are the responsibility of the contractor. Fees at the City Landfill may be waived by the City Council at their discretion.
2. 30' SPLASH PAD. Design and installation of a concrete splash pad with the following features:
 - a. 30' concrete 4" slab installed with medium broom finish and #3 rebar installed 12" O.C.
 - b. 4' apron around splash pad textured to suit and colored "Red." Color to be submitted to and approved by owner prior to ordering concrete.
 - c. Minimum of one foot operated splash pad activator.
 - d. Control box installed in the precast concrete restroom with suitable connections for outside exposure and regional climate.
 - e. Operation of the splash pad should optimize water usage and seek to limit total monthly usage to 1,000,000 gallons per month over the three months of seasonal operation. This can be done with a combination of water saving or motion activated fixtures and user triggered operation sensitive to timers as well as ambient temperature sensors.
 - f. Connection of the splash pad drain/collection system to the underground water collection tank. Water will be passed through a bucket style trash filter before entering the collection tank.

- g. Solenoid manifold and controls suitable for designed features.
- h. Drainage and water collection with trash filtration to installed tank.
- i. Minimum of 24 housings and nozzles, 5 led lights with enclosures, 2-3 above ground blaster water features per design concept below:



- j. Miscellaneous fittings, pipe, wire and connections for complete installation and operation of the splash pad.
 - k. Provide As-Built drawings, operations training and manuals for sustainable operation and a minimum 5 year warranty on material parts and workmanship.
3. 10'6"X12' PRECAST CONCRETE RESTROOM. 10'6"X12' Precast restroom set on level compacted crushed base foundation with utility connections to include water, sewer and electrical. If the irrigation ad alternate is proposed the irrigation controls will be in the restroom. The cost of material and installation of the irrigation controls will be estimated in the ad alternate portion of the proposal. Installation of the precast concrete restroom will include the following:
- a. Structure will house the city meter and RPZ as well as the splash pad control equipment.
 - b. The floorplan of the proposed building will substantially match the attached floor plan.
 - c. Exterior finish to be brick to match depot or best alternative.
 - d. Steel doors with steel frames and manual locks.
 - e. The building will have two vandal proof windows, one in each compartment.
 - f. Stainless fixtures inside the building to include: sink, toilet and water bottle fill. The toilet to have electronic flush fixtures.
 - g. Vandal proof finishes where possible.
4. WATER AND SEWER SERVICES WITH TAPS, FITTINGS, SERVICE LINES AND RESTORATION. Water Tap shall consist of a 6"x6"x4" tee on the existing 6" lateral with a 4" gate valve surface accessible.

The gate valve will have a 2" tapped cap connected to a 2" copper service line supplying the splash pad equipment and precast concrete bathroom. There will be a 2" meter and RPZ provided by the City for installation by the contractor. Irrigation blowout to be installed below grade and surface accessible. Sewer service shall include connection to restroom with 30' of 4" SDR 35, fittings and one cleanout. Surface restoration will include asphalt patching with preparation and compaction as well as concrete curb and gutter restoration necessary for installation of sewer and water service. All excavation, parts as noted, restoration and labor provided for delivering water and sewer service are to be included in this bid item.

5. 160' UNDERGROUND ELECTRIC SERVICE. The Depot Park electric service is on the north end of the park. Connection and service shall be included as well as a connection point for two sets of lights at the future site of the art work noted in the drawing. Service will be installed in conduit. Sidewalk will be preserved, where possible by boring if necessary. Permitting, if required, will be the responsibility of the contractor. Service will be installed per code and all equipment will be rated for exterior exposure. Service will end at the panel in the restroom.
6. DRAIN WATER COLLECTION TANK AND CONNECTION. The splash pad water will be collected and diverted to a tank with a minimum 1500 gallon capacity. Connection of the tank to the storm inlet adjacent to the park will be included in this bid item. The bid should include setting the tank on a suitably prepared base, laying pipe to the storm inlet, backfill with compaction and prep for concrete where the sidewalk was removed. Restoration of concrete sidewalk. The elevation of the tank should be such that the tank drains by gravity from a tank outlet near the tank capacity level. The contractor is responsible for setting and verifying the elevations work with the tank and splash pad collection system. Connection of the splash pad drain will be paid for under the splash pad bid item. The tank must be installed with acceptable access for an irrigation pump to be installed as an add alternate to this contract.
7. IRRIGATION SYSTEM PUMP W/CONTROLS. As an add alternate to this proposal: Install a pump system in the collection tank with controls for using collected water from the splash pad to irrigate the park. The water can be discharged for irrigation several times a day and may require connection to the city water system to make up for low water level in the collection tank. This bid item should include installation of main irrigation line and laterals, control valves and connections on the mains for future expansion into other areas of the park.
8. SITE RESTORATION - CONCRETE, FENCE AND SOD. Site restoration will include the following:
 - a. 4' X 4" thick sidewalk on 4" of crushed base per plan. Match existing finish. Approximately 550 square feet.
 - b. 4" of topsoil and 3000 square feet of sod.
 - c. 125 feet of toddler fence to match existing installation.
 - d. Replace irrigation lines, valves and controls removed during demolition phase.
 - e. Reinstall park clock on 4'x4'x6" concrete foundation with adequate hardware on compacted 6" crushed base.

BID FORM

The attached bid form is to be completed and made part of the final proposal.

<u>BID ITEM</u>	<u>PRICE</u>
1. <u>DEMOLITION and SITE PREPARATION</u>	\$ _____
2. <u>30' SPLASH PAD</u>	\$ _____
3. <u>10'6"x12' PRECAST CONCRETE RESTROOM</u>	\$ _____
4. <u>WATER AND SEWER SERVICES</u>	\$ _____
5. <u>160' UNDERGROUND ELECTRIC SERVICE</u>	\$ _____
6. <u>DRAIN WATER COLLECTION TANK AND CONNECTION</u>	\$ _____
7. <u>IRRIGATION SYSTEM PUMP W/CONTROLS (AD ALT)</u>	\$ _____
8. <u>SITE RESTORATION - CONCRETE, FENCE AND SOD</u>	\$ _____
	TOTAL \$ _____

CONTRACTOR SIGNATURE _____

DEPOT PARK SPLASH PAD DESIGN BUILD

Exhibit D - Project Drawings

Title Page	C1
Demolition	C2
Layout	C3
Floor Plan	C4
Restoration	C5

DEPOT PARK SPLASH PAD DESIGN BUILD



PROJECT LOCATION: DEPOT PARK

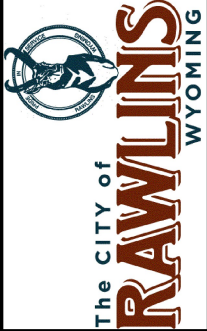
CONTACTS

DOWNTOWN DEVELOPMENT AUTHORITY	(307) 328-2099
RAWLINS PUBLIC WORKS	(307) 328-4599
ROCKY MOUNTAIN POWER	(307) 324-5800
UTILITY LOCATES	811

CONTENTS

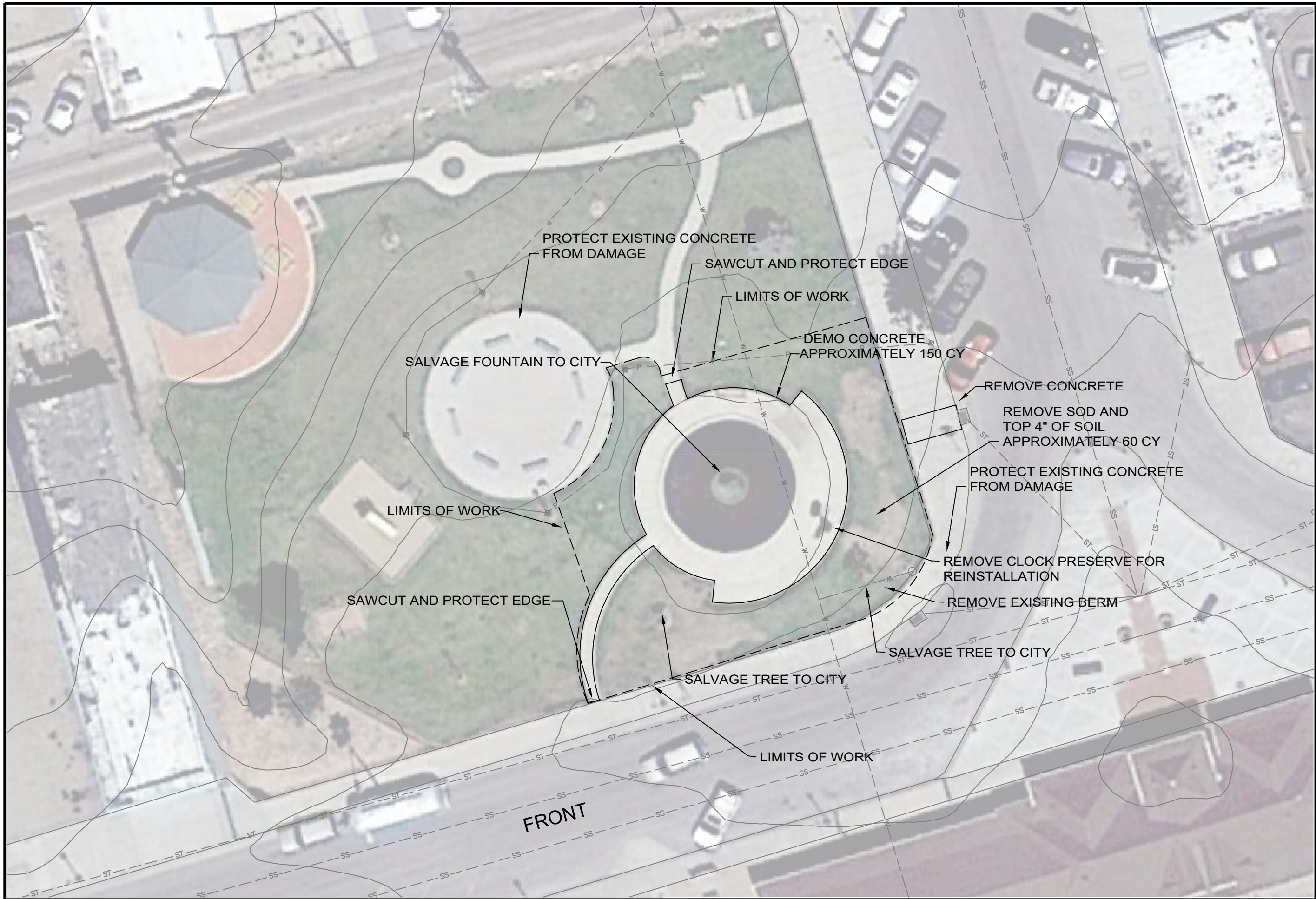
TITLE	C-1
DEMOLITION	C-2
LAYOUT	C-3
FLOORPLAN	C-4
RESTORATION	C-5

CITY OF RAWLINS
ENGINEERING DEPARTMENT
915 3RD, RAWLINS WYOMING
307-328-4599



TITLE
SHEET 1

BY: KSS
REV: 2/18/2020

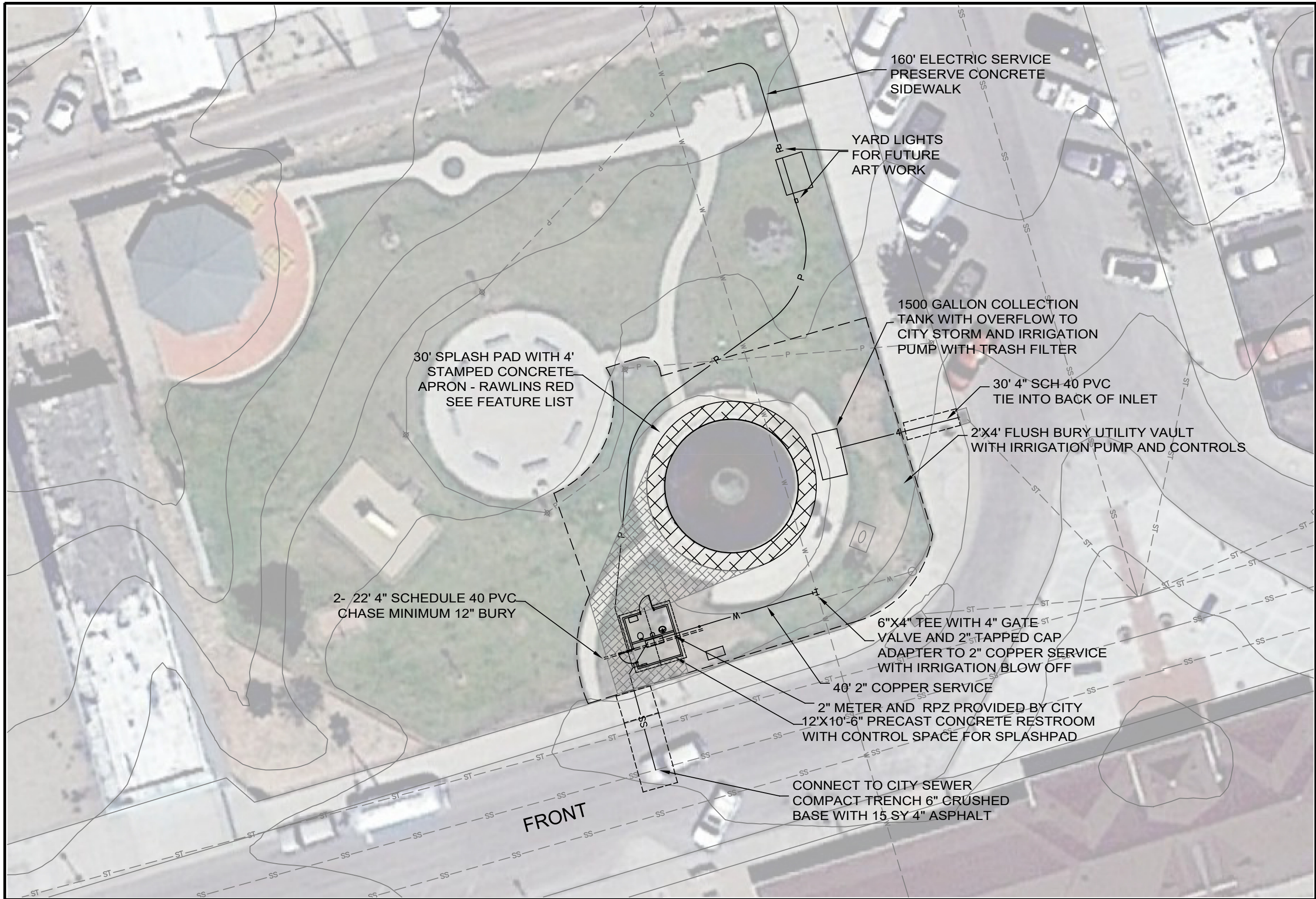


CITY OF RAWLINS
 ENGINEERING DEPARTMENT
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 307-328-4599

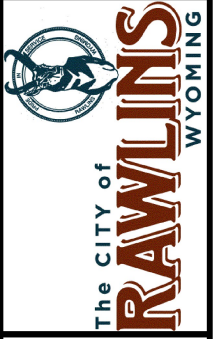


DEMOLITION AND
 PREP
 SHEET 2

BY: KSS
 REV: 2/18/2020

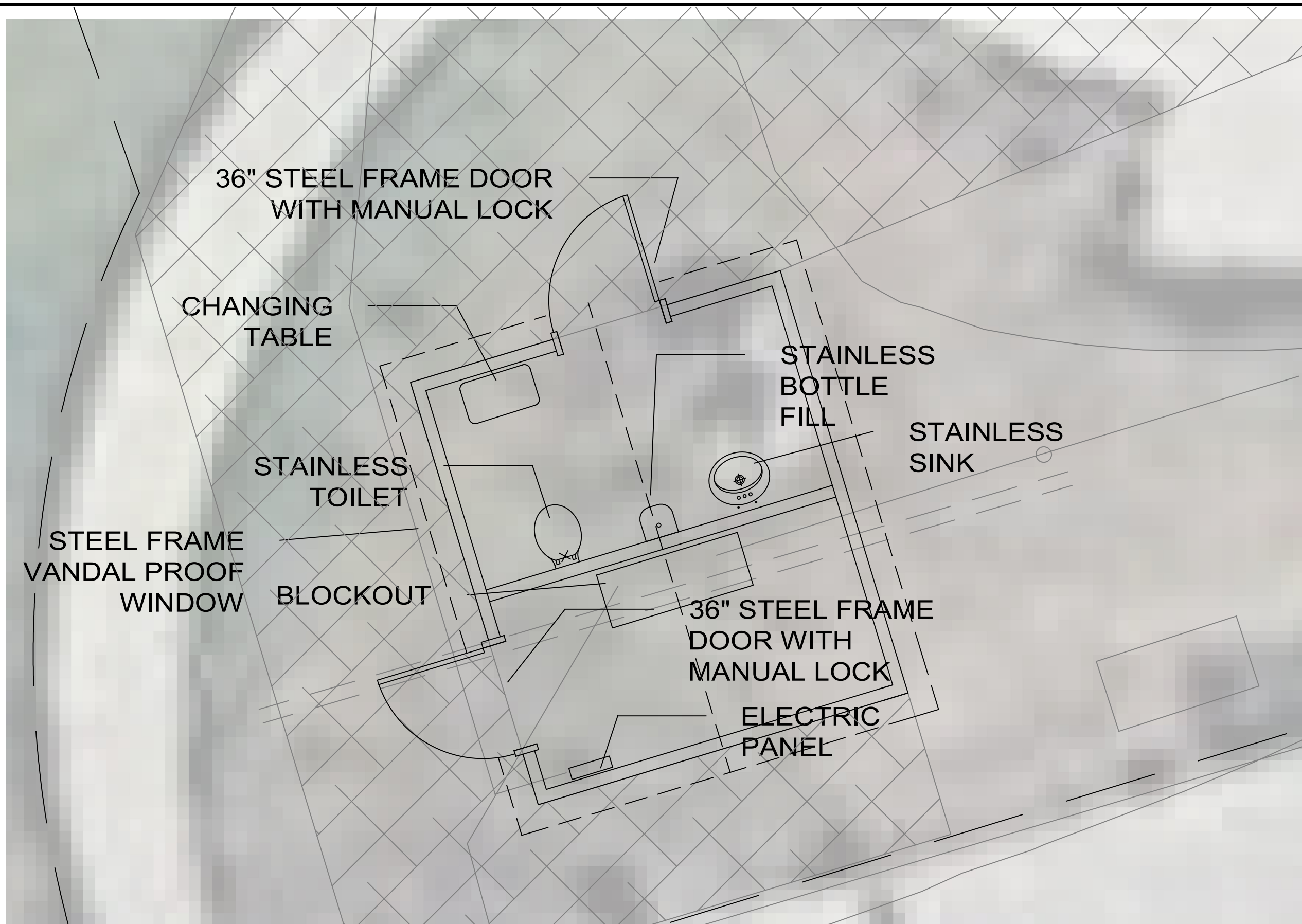


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 307-328-4599



LAYOUT
 SHEET 3

BY: KSS
 REV: 2/18/2020
 3/25/2020



36" STEEL FRAME DOOR WITH MANUAL LOCK

CHANGING TABLE

STAINLESS TOILET

STEEL FRAME VANDAL PROOF WINDOW

BLOCKOUT

STAINLESS BOTTLE FILL

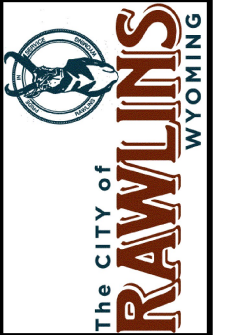
STAINLESS SINK

36" STEEL FRAME DOOR WITH MANUAL LOCK

ELECTRIC PANEL

PRECAST CONCRETE RESTROOM FLOORPLAN

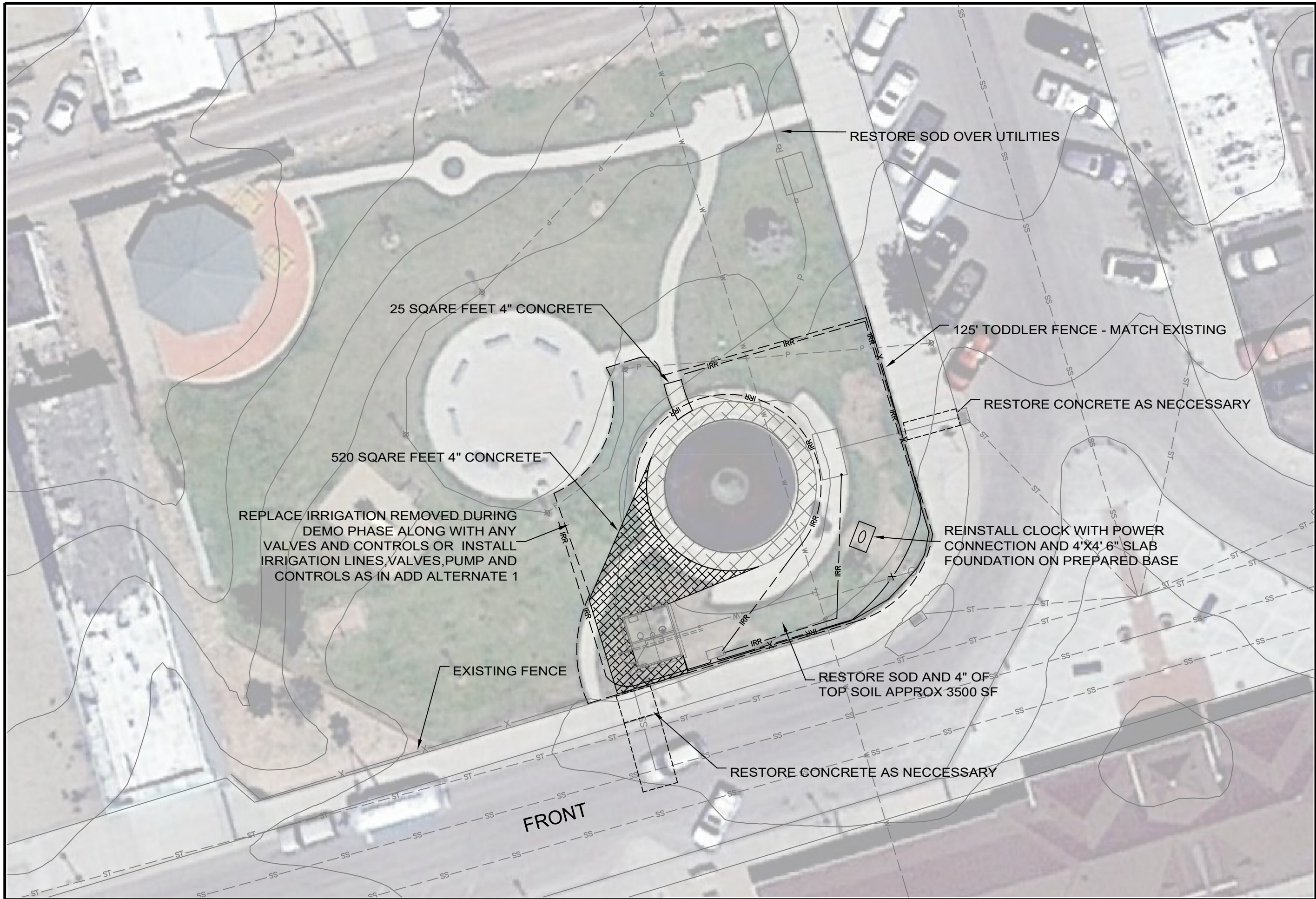
CITY OF RAWLINS
 ENGINEERING DEPARTMENT
 915 3RD, RAWLINS WYOMING
 307-328-4599



FLOORPLAN

SHEET 4

BY: KSS
 REV: 2/18/2020
 3/25/2020



RESTORE SOD OVER UTILITIES

25 SQUARE FEET 4" CONCRETE

125' TODDLER FENCE - MATCH EXISTING

RESTORE CONCRETE AS NECESSARY

520 SQUARE FEET 4" CONCRETE

REPLACE IRRIGATION REMOVED DURING DEMO PHASE ALONG WITH ANY VALVES AND CONTROLS OR INSTALL IRRIGATION LINES, VALVES, PUMP AND CONTROLS AS IN ADD ALTERNATE 1

REINSTALL CLOCK WITH POWER CONNECTION AND 4'X4' 6" SLAB FOUNDATION ON PREPARED BASE

EXISTING FENCE

RESTORE SOD AND 4" OF TOP SOIL APPROX 3500 SF

RESTORE CONCRETE AS NECESSARY

FRONT

CITY OF RAWLINS
 ENGINEERING DEPARTMENT
 915 3RD, RAWLINS WYOMING
 307-328-4599



RESTORATION

SHEET 5

BY: KSS
 REV: 2/18/2020
 3/25/2020

EXHIBIT E - SERVICE AGREEMENT

CITY OF RAWLINS – DEPOT PARK SPLASH PAD DESIGN BUILD PROJECT

PARTIES: The parties to this Agreement are the City of Rawlins, a municipality duly organized and existing under the laws of the State of Wyoming, hereinafter referred to as the CITY, and _____ hereinafter referred to as CONTRACTOR whose address is _____.

PURPOSE OF AGREEMENT: The CITY desires to enter into an agreement to complete all work necessary for the Design, Permitting, Materials, Installation and Start-Up of a complete aeration system with associated piping, blowers and controls to provide necessary aeration to three lagoons at the City of Rawlins Wastewater Treatment Plant.

CONTRACT DOCUMENTS: The contract documents consist of this Short Form Service Agreement and the following:

- Exhibit A - Notice
- Exhibit B - Project Description
- Exhibit C - Scope of Work
- Exhibit D - Drawings
- Exhibit E - Service Contract
- Exhibit F - Contractor Proposal
- Exhibit G – Covid Virus Mitigation Plan

WHEREAS, the CITY wishes to enter into an agreement with CONTRACTOR and CONTRACTOR wishes to enter into an agreement with the CITY for the purpose of completing all work as described in the Contract Documents as presented above and attached hereto. If any provision of this agreement and the Contract Documents are in conflict the conflict must be brought to the attention of the CITY by CONTRACTOR or CITY will in its sole discretion determine which will apply; and

WHEREAS, CONTRACTOR acknowledges the governmental immunity of the CITY and agrees that nothing herein shall be construed to void the government immunity granted to the CITY; and

WHEREAS, CONTRACTOR understands the injury to the CITY in the event the service described herein is stopped and the CITY is required to find others to complete the services and therefore agrees to a “Performance Bond” or other security agreeable to the CITY; and

WHEREAS, CONTRACTOR agrees that all persons providing materials or labor and all subcontractors acting at the request of Contractor will be paid by contractor; and

WHEREAS, CONTRACTOR has given the CITY written notice of all conflicts, errors ambiguities or discrepancies that CONTRACTOR has discovered in this contract documents and the written resolution thereof by the CITY is acceptable to the CONTRACTOR, and this document is generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work; and

WHEREAS, PARTIES agree that each of the foregoing recitals are substantive provisions and considerations for entering into this Agreement and not mere recitals.

TERM: The term of this agreement shall begin upon last execution of this agreement by the CITY and issuance of a Notice to Proceed and completed within Ninety (90) days thereafter unless mutually agreed by both PARTIES.

PAYMENT: The CITY agrees to pay CONTRACTOR for services described in Contractor Responsibilities below in the amount of _____ subject to approved final agreed quantities. Said project will be paid in full according to the Contractor's Proposal, ***attached hereto and incorporated herein as Exhibit "F"***.

CONTRACTOR RESPONSIBILITIES: CONTRACTOR agrees to:

- A. All work necessary for the permitting and installation of replacement parts for the existing wastewater treatment lagoon aeration system including blowers, pipe, controls and start-up. The blowers are to be installed in the existing blower building with modifications provided by the CONTRACTOR.
- B. The CONTRACTOR agrees to complete the project in accordance with Exhibit "A" "B", "C", "D", "E", "F", and addendums to these documents if applicable attached hereto and by its' reference incorporated herein.
- C. The CONTRACTOR is familiar with the standards of the industry relating to services to be provided and will provide service that meets or exceeds the standards of the industry and agrees to comply with all applicable local, state, and federal laws and ordinances including but not limited to Workman Compensation laws, labor laws, building codes, planning ordinances and environment regulations.
- D. The CITY and CONTRACTOR recognize that time is of the essence for this Agreement and that the CITY will suffer financial loss if the Work is not completed within the times specified. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, the CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the CITY One Thousand Five Hundred Dollars

(\$1500.00) to be deducted from final payment for each day that expires after the time specified for completion until the work is complete.

- E. CONTRACTOR shall supervise, direct and perform the work, using its best skill and attention. The CONTRACTOR shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work.
- F. CONTRACTOR shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, temporary water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work.
- G. CONTRACTOR shall at all times enforce strict discipline and good order among its employees and subcontractors, and shall not employ on the work or contract with any unfit person or subcontractor or anyone not skilled in the task assigned or contracted.
- H. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work, any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss and shall notify the CITY if the Contract Documents or specifications or any portion of the work are at variance therewith.
- I. The CONTRACTOR shall be responsible for the acts and omissions of all of CONTRACTOR'S employees and all Subcontractors, their agents and employees and all other persons performing any of the work on the Project.
- J. CONTRACTOR shall allow CITY and its representative's access to the work at all times.
- K. CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. CONTRACTOR shall take all reasonable precautions for the safety of, and shall provide all reasonable protections to prevent damage, injury or loss to (1) all employees on the work and other persons who may be affected thereby, (2) all the work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto.

- L. CONTRACTOR shall provide evidence satisfactory to CITY of: 1) Workman's Compensation; 2) Comprehensive General Liability and Auto Coverage: a) \$1,000,000.00 in the event of bodily injury including death, b) \$500,000.00 in the event of property damage. No work shall commence until CONTRACTOR has provided CITY with certificates of insurance and certificate of workers' compensation coverage.
- M. CONTRACTOR shall have a current City of Rawlins Contractor's License prior to commencing any contracted work. For details on the Contractor's License please contact Community Development at 307-328-4599.
- N. Standard of Skill and Care. The Services (whether performed by CONTRACTOR or Contractors Sub-Contractors) shall be performed in a diligent, efficient and trustworthy manner and consistent with the standard of skill and care ordinarily exercised by professionals of the same discipline in the state of Wyoming on projects of similar size and scope and under like circumstances.
- O. CONTRACTOR shall be responsible for all services provided under this agreement, whether such services are provided directly by Contractor or Contractors Sub-Contractors.
- P. CONTRACTOR shall warranty work for a minimum of one year and provide onsite support within five business days of a warranty notification. Notification may be by written correspondence or email.
- Q. The CONTRACTOR shall promptly correct any work that fails to conform to the requirements of the contract documents, in violation of CITY codes or not to the standard of workmanship generally accepted in the industry where such failure to conform appears during the progress of the work.

MISCELLANEOUS PROVISIONS

Governmental Immunity. The CITY specifically retains all immunities and defenses available to it as a governmental entity pursuant to the Wyoming Governmental Claims Act, Wyo. Stat. §1-39-101 et seq., and all other applicable laws. Designation of venue, choice of law, enforcement action, and similar provisions should not be considered as a waiver of governmental immunity.

Applicable Law. 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 this Agreement and the parties, and the venue shall be in the Second Judicial District, Carbon County, Wyoming.

Kickback. The CONTRACTOR certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. The CONTRACTOR shall have in place and follow reasonable procedures designed to prevent and detect possible violations of Anti-Kickback Act of 1986 in its own operations and direct business relationships. When the CONTRACTOR has reasonable grounds to believe that a violation may have occurred, the CONTRACTOR shall promptly report in writing the possible violation. If the CONTRACTOR breaches or violates this warranty, the CITY may, at its discretion, terminate this Contract without liability to the CITY, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

Payment. Invoices will be paid within forty five (45) days after receipt of a correct notice of amount due for services provided, otherwise finance charges shall accrue at a rate 1½% per month. See Wyoming Statute Section 16-6-602.

Independent Contractor. The CONTRACTOR shall function as an independent CONTRACTOR for the purposes of this Contract, and shall not be considered an employee of the CITY for any purpose. The CONTRACTOR shall assume sole responsibility for any debts or liabilities that may be incurred by the CONTRACTOR in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the CONTRACTOR or its agents and/or employees to act as an agent or representative for or on behalf of the CITY to incur any obligation of any kind on the behalf of the CITY. The CONTRACTOR agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to CITY of Rawlins employees will inure to the benefit of the CONTRACTOR or the CONTRACTOR'S agents and/or employees as a result of this Contract.

Term of Contract. This agreement shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this agreement and shall remain in full force and effect until terminated by final payment from CITY to Contractor or as described below.

Termination of Contract. The CITY may terminate this Contract immediately for cause if the CONTRACTOR fails to perform in accordance with the terms and conditions of this Contract. Should the CONTRACTOR fail to perform in a manner consistent with the terms and conditions set forth in this Contract, or not progressing satisfactorily payment under this Contract may be withheld until such time as the CONTRACTOR performs its duties and responsibilities. At this termination date, the CITY at its sole discretion may complete the project utilizing funds from completion bond or other surety accepted by the CITY or discontinued the project. In either event the CONTRACTOR will be entitled to a pro rata payment, less any expense to the CITY resulting from failure to perform, for all work accomplished and accepted by the CITY and all finished documents, data, models and reports prepared under the Contract shall, at the option of the CITY, become its property upon payment for services rendered through the termination of the Contract.

Captions. The captions for articles and sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

Modification and Waiver. This Agreement, including any exhibits or addendums, constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

Indemnification. The CONTRACTOR shall indemnify and hold harmless the CITY and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from acts or omission caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The CITY, without waiving Governmental immunity or protections of the Wyoming Governmental Claims Act, will be responsible for damages or losses resulting from its negligence.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the day of mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or by express delivery with handling prepaid, and properly addressed as follows:

CITY: Rawlins City Manager
 P.O. Box 953
 Rawlins, WY 82301

CONTRACTOR: _____

Any party may change an address for purposes of this paragraph by giving the other party written notice of the new address in the manner set forth above.

Binding Effect. This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors and assigns.

Assignment/Contract Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The CONTRACTOR shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the CITY.

Gender and Number. Unless the context clearly indicates the contrary, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

Severability. Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of this Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

No Third Party Beneficiary. No term or provision of this Agreement or the exhibits hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a party hereto, and no such other person, firm, corporation or entity shall have any right or cause of action hereunder.

Mediation. The parties agree that in the event of any disagreement between the parties concerning the interpretation or implementation of this agreement and its attachments the parties may mediate the issue as described in the Wyoming Mediation Act (W.S. 1-43-101 et. Seq.). Nothing in this mediation provision will be binding on the CITY if it violates the cities governmental immunity or protections under the Wyoming Governmental Claims Act or violate the governmental claims act. Any mediator must be acceptable to both parties and venue in Carbon County, Wyoming Second Judicial District.

This Agreement was available to the Contractor for review prior to submitting a bid on this project. The Contractor acknowledges contractor has not acted under duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. The parties hereby waive the application of any rule of law which otherwise might be applicable to the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.

IN WITNESS WHEREOF, the parties to this Agreement, through their duly authorized representatives, have executed this Agreement on the days and dates set out below and certify that they have read, understood and agreed to the terms and conditions of this Agreement.

The Agreement date is the date of the last signature affixed to this page.

CITY:

Dated: _____

BY: _____
Dustin Ziebold, Interim City Manager

(SEAL)
Attest:

Marla Brown, City Clerk

Dated this ____ day of _____, 2020.

CONTRACTOR:

COMPANY: _____

TITLE: _____

BY: _____

The individual signing above hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the CONTRACTOR and that this Agreement is binding upon CONTRACTOR in accordance with its terms.

State of Wyoming)
County of _____)

SUBSCRIBED AND SWORN to before me on this ____ day of _____, 2020, by _____ with actual and requisite authority to bind _____ CONTRACTOR to this agreement and does so as their free and voluntary act and deed.

Witness my hand and official seal.

Notary Public
My commission expires: _____

DEPOT PARK SPLASH PAD DESIGN BUILD

Exhibit G – Covid 19 Virus Response Mitigation Plan

The city of Rawlins recognizes that the Wyoming State Covid Virus response may still be in effect while the project is ongoing. As part of this response the construction industry would be designated as essential operation. In the interest of safety for the citizens of Rawlins and the Contractor's crews the Contractor will provide a Covid Virus Mitigation Plan to include:

1. Accommodations while working in Rawlins that maintain separation between the community and crew.
2. Identification of crew members that may be symptomatic based on CDC and State Health Department guidelines. A plan to mobilize the affected crew out of the City or to a facility designated to handle the infection.
3. Provisioning of crew during work periods.
4. Company policy for crew while in the City of Rawlins not during work hours.