

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2024, by and between CITY OF LANDER, hereinafter called "OWNER", and High Country Construction, doing business as a Corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned;

1. The CONTRACTOR will commence and complete the construction of LINCOLN STREET IMPROVEMENT PROJECT.
2. The CONTRACTOR will furnish specified material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein;
3. The CONTRACTOR hereby agrees to substantially complete the project by October 31st, 2025 and fully complete the project by December 31st, 2025 according to the schedule identified in the NOTICE TO PROCEED.
CONTRACTOR further agrees to pay as liquidated damages, the sum of \$1,500 for each calendar day thereafter;
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the various unit prices as shown on the Bid Form. The total contract amount as shown on the Bid Form is \$7,296,256.80.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) NOTICE AND CALL FOR BIDS
 - (B) PRE-BID AND PRE-CONSTRUCTION AGENDAS AND MINUTES
 - (C) BID FORM

- (D) BID BOND
- (E) AGREEMENT
- (F) PAYMENT BOND
- (G) PERFORMANCE BOND
- (H) NOTICE OF AWARD
- (I) NOTICE TO PROCEED
- (J) CHANGE ORDER
- (K) PROJECT MANUAL prepared by William H. Smith dated
_____.
- (L) ADDENDUM ____

All Addenda have been applied to the conformed Project Manual.

- (M) CERTIFICATE OF SUBSTANTIAL COMPLETION
- (N) PUNCH LIST
- (O) CERTIFICATE OF FINAL ACCEPTANCE

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the Project Manual such amounts as required by the CONTRACT DOCUMENTS;
7. By execution of this Agreement, it is understood and agreed to between the parties that nothing contained herein, nor execution of this Agreement, constitutes a waiver by the City of Lander of its sovereign immunity under Wyoming law.
8. If either party hereto shall bring any legal action against the other to enforce any right or obligation based upon this Contract, the successful party in such legal

action shall be entitled to recover a judgment therein for, and the unsuccessful party shall be obligated to pay, all of the cost and expenses of any kind and nature whatsoever incident to the prosecution of defense of such legal action and the preparation thereof, including a reasonable attorney fee;

- 9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns;

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (three) copies, each of which shall be deemed an original on the date first above written.

OWNER:

By: _____
Name: Monte Richarson
Title: Mayor, City of Lander

(Seal)

ATTEST:

Name: _____
(Please Type)
Title: City Clerk

CONTRACTOR:

By: [Signature]
Name: Kelly P. Connell
(Please Type)
Address: PO Box 930
Lander, WY 82520

(Seal)

ATTEST:

[Signature]
Name: Rachelle D Newman, Corp Sec.
(Please Type)



Mark Gordon
Governor

State of Wyoming Department of Workforce Services

5221 Yellowstone Rd
Cheyenne, WY 82002
307.777.6763 - Fax:307.777.5298
<https://dws.wyo.gov>



Elizabeth Gagen, J.D
Director

Recipient:

Employer:

CITY OF LANDER
Attn:
240 MONROE AVE
LANDER, WY 82520

HIGH COUNTRY CONSTRUCTION INC
PO BOX 930
LANDER, WY
82520-0930

WORKERS' COMPENSATION CERTIFICATE OF GOOD STANDING

Mail Date: 7/26/2024

EXPIRATION DATE: 7/26/2025

Job Reference:

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

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

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

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

Sincerely,

Office Support Specialist
Division of Workers' Compensation

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Name of Contractor: High Country Construction, Inc.

Address of Contractor: P.O. Box 930, Lander, WY 82520

A Corporation, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Name of Surety: Travelers Casualty and Surety Company of America

Address of Surety: One Tower Square, Hartford, CT 06183

hereinafter called Surety, are held and firmly bound unto

Name of Owner City of Lander, Wyoming

Address of Owner City of Lander 816 240 Lincoln Street, Lander, WY 82520

hereinafter called OWNER, in the penal sum of Seven Million Two Hundred Ninety Six Thousand Two Hundred Fifty Six Dollars and 80/100 Dollars (\$ 7,296,256.80) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the Owner, dated the 3rd day of July 2024, a copy of which is hereto attached and made a part hereof for the construction of the 2024 LINCOLN STREET IMPROVEMENT PROJECT.

NOW, THEREFORE, if the Principal 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 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 to remain in full force and effect.

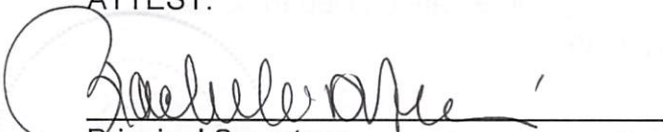
PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder of the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this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

terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one which shall be deemed an original, this the 24th day of July 2024.


ATTEST:


Principal Secretary

(SEAL)

High Country Construction, Inc.

Principal

By  (s)

P.O. Box 930, Lander, WY 82520

Address


Witness as to Principal

P.O. Box 930, Lander, WY 82520
Address

ATTEST:


(Surety) Secretary Pat Allen

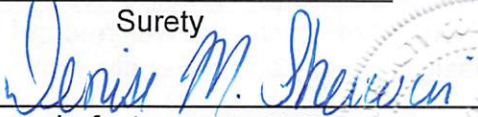
(SEAL)


Witness as to Surety Janece L Wilhelm

One Tower Square, Hartford, CT 06183
Address


Travelers Casualty and Surety Company of America

Surety

By 
Attorney-in-fact Denise M Sherwin

One Tower Square

Address
Hartford, CT 06183


Wyoming Licensed Agent

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

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Wyoming.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Name of Contractor High Country Construction, Inc.

Address of Contractor P.O. Box 930, Lander, WY 82520

hereinafter called Principal, and (Name and Address of Surety) _____

Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183

hereinafter called Surety, are held and firmly bound unto _____

City of Lander

Name of Owner City of Lander, Wyoming

Address of Owner 240 Lincoln Street, Lander, Wyoming, 82520

hereinafter called OWNER, in the penal sum of Seven Million Two Hundred Ninety Six Thousand Two Hundred Fifty Six Dollars and 80/100 Dollars, (\$ 7,296,256.80) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into certain contract with the OWNER, dated the 3rd day of July, 2024, a copy of which is hereto attached and made a part hereof for the construction of: **LINCOLN STREET IMPROVEMENT PROJECT.**

NOW, THEREFORE, if the Principal 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, coal, and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

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

PROVIDED, FURTHER, that no final settlement between the OWNER and the

CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this, the 24th day of July, 2024.

ATTEST:

[Signature]
Secretary (Principal)

High Country Construction, Inc.
Principal

By [Signature] (LS)

(SEAL)

P.O. Box 930, Lander, WY 82520
Address

[Signature]
Witness as to Principal

P.O. Box 930, Lander, WY 82520
Address

Travelers Casualty and Surety Company of America

Surety

By [Signature]
Attorney-in-fact Denise M Sherwin

ATTEST:

[Signature]

Witness as to Surety Janece L Wilhelm

One Tower Square, Hartford, CT 06183

Address

One Tower Square, Hartford, CT 06183
Address

[Signature]
Wyoming Licensed Agent

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

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Wyoming.



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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty 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 Denise M Sherwin of Casper , WY , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: 108018536
OR


Principal: High Country Construction, Inc.
Obligee: City of Lander, Wyoming

Project Description: Lincoln Street Improvement Project

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

By: 
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, 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, 2026




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 each of the Companies, 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 each of the Companies, 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 24th day of July, 2024.




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(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.