

**CONTRACT BETWEEN CITY OF LARAMIE, WYOMING AND
BIG HUHNS EXCAVATION, INC. FOR THE
SPRING CREEK TRAIL PHASE TWO DESIGN-BUILD PROJECT**

1. **Parties.** The parties to this Contract are the City of Laramie, a municipal corporation, (Owner), whose address is 406 Iverson Ave., P.O. Box C., Laramie, Wyoming, 82073 and Big Huhns Excavation, Inc. (Design Builder) whose address for the purposes of this Contract is P.O. Box 1723, Laramie, Wyoming, 82073.
2. **Purpose of Contract.** The purpose of this Contract is to set forth terms and conditions by which Design-Builder shall provide all design and construction services necessary (Work) for the Spring Creek Trail Phase 2 Design-Build Project in Laramie, Wyoming (Project). All Work shall be performed pursuant to the Contract Documents and Attachment A, City of Laramie Request for Qualifications for the Spring Creek Trail Phase 2 Design-Build Project, and Attachment B, City of Laramie Request for Proposals for the Spring Creek Trail Phase 2 Design-Build Project which are more fully described in Paragraph 9.L below and are incorporated into this Contract by this reference.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). All services shall be completed during the term specified herein. The performance period of this Contract is from the Effective Date through the end of the latest warranty period (Contract Time). The Contract shall remain in effect until Design-Builder's services are completed to the satisfaction of Owner or the Contract is terminated, whichever is earlier.
 - A. The Work to be performed under this Contract shall be commenced within twenty-one (21) calendar days after receiving the Notice to Proceed, and, subject to any authorized extension, substantial completion shall be achieved no later than October 31, 2026.
 - B. Permitting Design-Builder to continue and finish the Work or any part of it after the time fixed for its completion, or after the use of additional Contract Time, will in no way operate as a waiver on the part of Owner of any of its rights under this Contract.
 - C. Nothing in this Contract shall be interpreted or deemed to create a right or expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by Owner and shall be effective only after it is reduced to writing and executed by all parties to the Contract.
4. **Payment.**
 - A. Owner agrees to pay Design-Builder for the Work described herein. The total payment under this Contract shall not exceed one million seven hundred ninety-four thousand eighty-four dollars and ninety-nine cents (\$1,794,084.99) which shall constitute the Guaranteed Maximum Price (GMP) for the Project. No payment shall be made for services performed before the Effective Date of this Contract.
 - B. Should Design-Builder fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld

until such time as Design-Builder performs its duties and responsibilities to the satisfaction of Owner.

- C. Except as otherwise provided in this Contract, Design-Builder shall pay all costs and expenses, including travel incurred by Design-Builder or on its behalf in connection with Design-Builder's performance and compliance with all the Design-Builder's obligations under this Contract.

5. **Management Personnel.**

- A. **Owner's Designee/Representative.** Owner's Designee is Michael Bork, Parks, Recreation, and Public Services Director, P.O. Box C. Laramie, Wyoming and is an employee of the Owner authorized to act on its behalf. All notices required to be provided to the Owner shall be provided to the Owner's Designee.
- B. **Design-Builder Project Representative.** The Project Representative is Nate Huhnke, Project Manager, P.O. Box 1723 Laramie, Wyoming, 82073. The Project Representative is the Design-Builder's Representative with authority to execute orders given by Owner. All communications given to or received from Project Representative shall be binding upon Design-Builder.
- C. **Design-Builder Professional Service Provider.** The Professional Service Provider is Christie Roberts of Dwel, Inc. 526 Regency Dr. Suite 102 Laramie, WY 82070
- D. **Design-Builder Superintendent.** The Superintendent is Ben Huhnke of Big Huhnks Excavation, Inc. P.O. Box 1723 Laramie, Wyoming, 82073. At all times during the progress of the Work, Design-Builder shall assign a superintendent thereto capable of reading and understanding the Contract, including the plans and specifications, and experienced in the type of Work being performed. The Superintendent shall not be replaced without written notice to Owner and Professional Service Provider except under extraordinary circumstances. The Superintendent will be Design-Builder's representative at the Site.

6. **Responsibilities of Design-Builder.** Design-Builder agrees to:

- A. Provide the Work described in this Contract for the Project in accordance with the Contract, including all Construction Documents incorporated herein.
- B. Obtain all necessary permits prior to commencing Work and comply with all rules, regulations, laws, and ordinances bearing on performance of the Work.

7. **Responsibilities of Owner.** Owner agrees to:

- A. Allow Design-Builder access to the job site to perform the contracted services.

- B. Owner shall provide Design-Builder with all information and services required by Owner so as not to delay Design-Builder's Work in completing the Design and other Work in accordance with the Contract Documents and Attachments.
- C. Pay Design-Builder in accordance with Section 4, above.

8. **Special Provisions.**

- A. **Contract Documents are Complementary.** What is required by one part of the Contract Documents shall be binding as if required by all.
 - (i) Anything mentioned in the specifications and not shown on the plans or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.
 - (ii) In the event of conflict or inconsistency between the specifications and plans, Design-Builder shall presume that the most stringent requirements apply and seek clarification from the Professional Service Provider and Owner's Designee as soon as practicable.
 - (iii) In the event of conflict or inconsistency between the contract and the specifications and plans, the Design-Builder shall presume that the most stringent requirements apply and seek clarification from the Professional Service Provider and Owner's Designee as soon as practicable.
- B. **Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by Owner and shall be accomplished through a written amendment between the parties entered before the expiration of the original Contract or any valid amendment thereto and shall be effective only after it is reduced to writing and executed by all parties to the Contract.
- C. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays.
- D. **Kickbacks.** Design-Builder 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. If Design-Builder breaches or violates this warranty, Owner may, at its discretion, terminate this Contract without liability to Owner, or deduct from the Contract Sum or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee per Wyo. Stat. § 9-2-1032.
- E. **Liquidated Damages.** If Design-Builder fails to complete the Work within the time specified in the Contract, or within any authorized extension of time under a Change Order, Design-Builder shall pay to Owner liquidated damages for each calendar day

of delay until the Work is completed or accepted. The parties agree that the liquidated damages described below are a fair, reasonable, and appropriate estimate of Owner's foreseeable damages and are not intended as a penalty.

(i) Liquidated damages shall amount to totals based on the following schedule:

| Contract Range | Daily Liquidated Damages Charge |
|-----------------------------|---------------------------------|
| \$0.00 - \$500,000 | \$ 250.00 |
| \$500,001 - \$1,000,000 | \$ 500.00 |
| \$1,000,001 - \$2,000,000 | \$ 750.00 |
| \$2,000,001 - \$3,000,000 | \$ 1,000.00 |
| \$3,000,001 - \$5,000,000 | \$ 1,250.00 |
| \$5,000,001 - \$7,500,000 | \$ 1,500.00 |
| \$7,500,001 - \$10,000,000 | \$ 1,750.00 |
| \$10,000,001 - \$15,000,000 | \$ 2,000.00 |
| \$15,000,001 - \$20,000,000 | \$ 2,250.00 |
| \$20,000,001 and Greater | \$ 2,500.00 |

(ii) The liquidated damages shall be computed beginning the day following the first calendar day specified for Substantial Completion and shall accrue each calendar day until Substantial Completion is achieved. Upon Substantial Completion, Design-Builder shall have thirty (30) days to achieve Final Completion. If Final Completion is not achieved within that time, liquidated damages shall begin to accrue again on the thirty-first (31st) day from Substantial Completion.

(iii) Liquidated damages shall not be charged for any Work required to be done by Design-Builder because of a final inspection, providing the Work is only cleanup or of a minor nature and Design-Builder has shown constant effort in completing the Work, as determined by Owner's Designee and the Professional Service Provider. If deferment of the inspection is necessary due to causes which Owner, in its sole discretion, determines to be beyond the control of and without the fault or negligence of Design-Builder, liquidated damages shall not be assessed for that period.

(iv) Liquidated damages shall be collected by executing a Deductive Change Order reducing the Final Payment Amount by the amount due in damages. In the event the Final Payment is not sufficient to cover the accrued liquidated damages, Design-Builder shall remain liable for the remainder of the accrued liquidated damages.

F. Monitoring Activities. Owner shall have the right to monitor all activities related to this Contract that are performed by Design-Builder or its subcontractors. This shall include, but not be limited to, the right to make Site inspections at any time and with

reasonable notice; to bring experts and consultants on Site to examine or evaluate completed Work or Work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related Work.

- G. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.
- H. Nondiscrimination.** Design-Builder shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract. Federal Law requires Design-Builder to include all relevant special provisions of this Contract in every subcontract, awarded more than ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.
- I. Nonresident Contractors.** Wyo. Stat. § 17-16-1501 provides that nonresident corporations must be registered with the Wyoming Secretary of State's Office to conduct business in Wyoming. Wyo. Stat. § 27-1-106(a) provides that firms, corporations or employers of any kind who are nonresident employers may be required to provide bonds to the Wyoming Department of Workforce Services. Design-Builder agrees to abide by these provisions, as applicable, and to contact the Wyoming Department of Workforce Services to obtain proof that it is in good standing with both its Unemployment Tax Division and Worker's Safety and Compensation Division and to provide such proof to Owner upon request.
- J. Waiver.** Nothing in this Contract, nor any act or failure to act on the part of Owner shall be construed as a waiver of any claim by Owner for any defects or deficiencies in the Drawings and Specifications or of the Project administration required of Design-Builder.
- K. Warranties.** In addition to all other warranties set out elsewhere in this Contract which includes the incorporated documents:
- (i)** Design-Builder warrants that all materials, and equipment furnished, and services performed under this Contract shall be of good quality, free from faults and defects and in conformance with the Project requirements. Such warranty shall continue for a period of one (1) year from the date of Owner's final acceptance of the Project, or with respect to any part of the Project which the City takes possession of prior to the final acceptance, such warranty shall continue for a period of one (1) year from the date of Owner's possession of such portion of the Project. This warranty does not include remedies for defects or damage caused by normal wear and tear during normal usage, use for a purpose other than for which it is intended, improper or insufficient maintenance, modification by others, vandalism or abuse.
 - (ii)** Under this warranty, Design-Builder shall remedy at his own expense any such failure to conform or any such defect. In addition, Design-Builder shall

remedy at his own expense any damage to City owned or controlled real or personal property, when that damage is the result of Design-Builder's failure to conform to the Project requirements or any such defect of workmanship or design. Design-Builder shall also restore any Work damaged in fulfilling the terms of this clause. Design-Builder's warranty with respect to a repaired or replaced defect hereunder, shall run for one (1) year from the date of such repair or replacement, unless, however, any such manufacturer's warranty is unattainable for that length of time. Any warranty extension for repair Work shall not exceed three (3) years from the date of Owner's final acceptance of the project.

- (iii) Owner shall notify Design-Builder in writing after the discovery of any warranty item failure, defect, or damage. Should Design-Builder fail to remedy any such failure, defect, or damage within thirty (30) days after receipt of notice thereof or make proper arrangements with the Owner to repair within an acceptable or appropriate time, Owner shall have the right to replace, repair, or otherwise remedy such failure, defect, or damage at Design-Builder's sole expense. In the case of an emergency failure, defect, or damage, Design-Builder shall be notified initially and if they cannot respond immediately Owner shall have the right to remedy the emergency at Design-Builder's sole expense. In addition to the other rights and remedies provided by this clause, all subcontractors', manufacturers', and suppliers' warranties expressed or implied, respecting any work, equipment, supplies and materials shall, at the direction of Owner, be enforced by Design-Builder for the benefit of Owner.
- (iv) Design-Builder shall obtain any warranties, which the subcontractors, manufacturers, or suppliers would give in normal commercial practice or as specified herein. Design-Builder shall require any such warranties to be executed in writing to Owner. The warranty specified herein, shall not limit Owner/City's rights under the terms and conditions of this Contract with respect to latent defects, gross mistake, or fraud. This warranty shall be provided to Owner prior to Project close out and Final Payment.

9. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Contract, except Construction Change Directives, which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Albany County, Wyoming.
- C. Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties

set out in this Contract without the prior written consent of the other party. Design-Builder shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of Owner. This paragraph shall not be applicable to the already-in-place assignment by Design-Builder to its financial institution of all current and future receivables as collateral for a line of credit.

- D. Audit and Access to Records.** Owner and its representatives shall have access to any books, documents, papers, electronic data, and records of Design-Builder which are pertinent to this Contract.
- E. Availability of Funds.** Each payment obligation of Owner is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation, and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by Owner at the end of the period for which the funds are available. Owner shall notify Design-Builder at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to Owner in the event this provision is exercised, and Owner shall not be obligated or liable for any future payments due or for any damages because of termination under this Section.
- F. Award of Related Contracts.** Owner may award supplemental or successor contracts for Work related to this Contract or may award contracts to other contractors for Work related to this Contract. Design-Builder shall cooperate fully with other contractors and Owner in all such cases.
- G. Certificate of Good Standing.** Design-Builder shall provide to Owner a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Design-Builder is authorized to conduct business in the State of Wyoming, if required, before performing Work under this Contract. Design-Builder shall ensure that all annual filings and corporate taxes due and owing to the Secretary of State's Office are up to date before signing this Contract.
- H. Compliance with Laws.** Design-Builder shall keep informed of and comply with all applicable federal, state and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.
- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other Work provided to or produced by Design-Builder in the performance of this Contract shall be kept confidential by Design-Builder unless written permission is granted by Owner for its release. If and when Design-Builder receives a request for information subject to this Contract, Design-Builder shall notify Owner within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Owner. For any information in the custody of Design-Builder that falls within Wyo. Stat. § 16-4-203(b)(vi), the confidentiality obligation created by this provision shall survive the termination of this Contract and extend as long as the designed building is in use by Owner.
- J. Conflicts of Interest.**

- (i) Design-Builder shall not engage in providing consultation or representation of clients, agencies, or firms which may constitute a conflict of interest which may result in a disadvantage to Owner or a disclosure which may adversely affect the interests of Owner. Design-Builder shall notify Owner of any potential or actual conflicts of interest arising during Design-Builder's performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of this Contract will be subject to a mutual settlement of accounts. In the event this Contract is terminated under this provision, Design-Builder shall take steps to ensure that all files, evidence, evaluations, and data are provided to Owner or its designee. This provision does not prohibit or affect Design-Builder's ability to engage in consultations, evaluations, or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.
- (ii) A conflict-of-interest warranting termination of this Contract may include, but is not necessarily limited to, acting on behalf of a client in an adversarial proceeding against the City of Laramie, its agencies, boards, commissions, or the University of Wyoming, or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition, or quo warranto.

K. Counterparts. This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by Design-Builder of an originally signed counterpart of this Contract shall be followed up immediately by delivery of the originally signed counterpart to Owner. Design-Builder's failure to deliver, either personally or via US Mail, prepaid postage, the originally signed counterpart to Owner within seven (7) business days shall be considered a material breach and may result in immediate termination of this Contract by Owner.

L. Entirety of Contract. This Contract, consisting of fifteen (15) pages; Attachment A, City of Laramie Request for Qualifications (Phase 1) for the Spring Creek Trail Phase 2 Design-Build Project, consisting of fifty-one (51) pages; and Attachment B, RFQ Response from Big Huhnks, consisting of twenty (20) pages, Attachment C, City of Laramie Request for Proposals (Phase 2) for the Spring Creek Trail Phase 2 Design-Build Project, consisting of ten (10) pages; and Attachment D, Big Huhnks RFP Response, consisting of nineteen (19) pages; and any modifications agreed upon between the parties subsequent to the Effective Date of this Contract, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

- (i) Regarding the General Provisions of this Contract, in the event of conflict or inconsistency between the language of Section 9, General Provisions, of this Contract, and the language of any attachment or document incorporated by reference, the language of Section 9 shall control.
- (ii) Regarding the project specifications, in the event of conflict or inconsistency, Design-Builder shall presume, in the following order, that:

- (a) The language in the most recent modification shall control; and
- (b) The most stringent requirements apply; and
- (c) Specialized specifications shall take precedence over standard specifications.

(iii) Should Design-Builder be unable to determine which conflicting requirements are binding after application of the above principles, Design-Builder shall seek clarification from Owner as soon as possible.

- M. Indemnification.** Design-Builder shall release, indemnify, and hold harmless the City, Owner, and their officers, agents, and employees, from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Design-Builder's failure to perform any of Design-Builder's duties and obligations hereunder or in connection with the negligent performance of Design-Builder's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Design-Builder's negligence or other tortious conduct.
- N. Independent Contractor.** Design-Builder shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the City of Laramie for any purpose. Consistent with the express terms of this Contract, Design-Builder shall be free from control or direction over the details of the performance of services under this Contract. Design Builder shall assume sole responsibility for any debts or liabilities that may be incurred by Design-Builder 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 Design-Builder or its agents or employees to act as an agent or representative for or on behalf of the City of Laramie or Owner or to incur any obligation of any kind on behalf of the City of Laramie or Owner. Design-Builder agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to City of Laramie employees will inure to the benefit of Design-Builder or Design-Builder's agents or employees as a result of this Contract. Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Design-Builder's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Design-Builder to comply with laws and regulations applicable to the performance of the Work. Owner will not be responsible for Design-Builder's failure to perform the Work in accordance with the Contract.
- O. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the addresses provided under this Contract, either by regular mail or delivery in person. Any change of address must be provided in writing to both parties.
- P. Notice of Sale or Transfer.** Design-Builder shall provide Owner with notice of any sale, transfer, merger, or consolidation of the assets of Design-Builder. Such notice shall be provided in accordance with the notices provision of this Contract and, when possible and lawful, in advance of the transaction. If Owner determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory

performance of Design-Builder's obligations under this Contract, then Owner may, at its discretion, terminate or renegotiate the Contract.

- Q. Ownership and Return of Documents and Information.** Owner is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other Work provided to the Design-Builder in the performance of this Contract. Upon termination of services, for any reason, Design-Builder agrees to return all such original and derivative information and documents to Owner in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Owner's verified receipt of such information, Design-Builder agrees to physically and electronically destroy any residual Owner-owned data, regardless of format, and any other storage media or areas containing such information. Design-Builder agrees to provide written notice to Owner confirming the destruction of any such residual Owner-owned data.
- R. Ownership of Design Documents.** Upon making payment for the Design Documents, Owner shall receive ownership of the property rights, except copyrights, of all documents, drawings, specifications, electronic data and information prepared, provided or procured by Design-Builder or Design-Builder's Professional Service Provider.
- (i)** If this Agreement is terminated, upon payment for all Work performed in accordance with this Agreement, Owner shall receive ownership of Design Documents and has the right to use, reproduce, and make derivative works from the documents to complete the Work.
 - (ii)** Owner may use, reproduce and make derivative works from the Contract Documents for subsequent renovation and remodeling of the Work, but shall not use, reproduce and make derivative works from the Contract Documents for other projects without the prior written authorization from the Design-Builder and the Design-Builder's Professional Service Provider.
 - (iii)** Owner's use of the Contract Documents without Design-Builder's involvement or consent on other projects is at Owner's sole risk, and Owner shall defend, indemnify and hold harmless Design-Builder, Design-Builder's Professional Service Providers, Subcontractors and consultants and the agents, officers, directors and employees of each of them from and against any and all claims, damages, losses costs and expenses, including but not limited to attorney's fees costs and expenses incurred in connection with any dispute arising out of or resulting from Owner's use of the Contract Documents.
- S. Ownership of Materials.** Except where progress payments have been made for the invoiced value of acceptable materials delivered to the Site but not yet incorporated in the Work immediately upon the performance of any part of the Work, as between Design-Builder and Owner, title thereto shall vest in Owner; provided, however, the vesting of such title shall be subject to payment by Owner to the Design-Builder for the materials, and shall not impose any obligations on Owner or relieve Design-Builder of any of its obligations hereunder.
- T. Insurance Requirements.**
- (i)** During the term of this Contract, Design-Builder shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of

insurance coverage specified in Insurance Coverage, below.

- (ii) All policies shall be primary over any insurance or self-insurance program carried by Design-Builder or the City of Laramie. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Design-Builder or the City, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- (iii) Design-Builder shall provide Certificates of Insurance to Owner verifying each type of coverage required herein. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
- (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to Owner. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, Owner may, at Owner's option, obtain and maintain, at the expense of Design-Builder, such insurance in the name of Design-Builder, or subcontractor, as Owner may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to Design-Builder under this Contract.
- (vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) Owner reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

U. Insurance Coverage. Design-Builder shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:

- (i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of Site, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:
 - (a) \$1,000,000.00 each occurrence; and
 - (b) \$1,000,000.00 personal injury and advertising injury; and
 - (c) \$2,000,000.00 general aggregate; and
 - (d) \$2,000,000.00 products and completed operations.

The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

(ii) Workers' Compensation and Employer's Liability Insurance. Employees hired in Wyoming to perform Work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if statutorily required. Employees brought into Wyoming from Design-Builder's home state to perform Work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required. Design-Builder shall provide the Agency with a Certificate of Good Standing or other proof of workers' compensation coverage for all of its employees who are to perform Work under this Contract, if such coverage is required by law. If workers' compensation coverage is obtained by Design-Builder through the Wyoming Department of Workforce Services' workers' compensation program, Design-Builder shall also obtain Employer's Liability "Stop Gap" coverage through an endorsement to the Commercial General Liability (CGL) policy required by this Contract, with minimum limits as follows:

(a) Bodily Injury by Accident: \$1,000,000.00 each accident; and

(b) Bodily Injury by Disease: \$1,000,000.00 each employee; and

(c) Bodily Injury by Disease: \$1,000,000.00 policy limit.

(iii) Unemployment Insurance. Design-Builder shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. Design-Builder shall supply Owner with a Certificate of Good Standing or other proof of unemployment insurance coverage.

(iv) Automobile Liability Insurance. Automobile liability insurance covering any auto (including owned, hired, and non-owned) with minimum limits of one million dollars (\$1,000,000.00) each accident combined with single limit.

(v) Professional Liability or Errors and Omissions Liability Insurance. Professional liability insurance or errors and omissions liability insurance protecting against any and all claims arising from Design-Builder's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Contract, with minimum limits as follows:

(a) \$1,000,000.00 each occurrence; and

(b) \$1,000,000.00 general aggregate.

The policy shall have an extended reporting period of two (2) years.

V. **Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the City of Laramie shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the City Attorney, filed with and approved by the City of Laramie City Council.

- W. 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 the parties may renegotiate the terms affected by the severance.
- X. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the City of Laramie and Owner expressly reserve sovereign immunity by entering this Contract and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the City of Laramie has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- Y. Taxes.** Design-Builder shall pay all taxes, and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.
- Z. Termination of Contract.** In addition to any other provisions contained herein, this Contract may be terminated, without cause, by Owner upon thirty (30) days written notice. Owner may terminate this Contract immediately for cause if Design-Builder fails to perform in accordance with the terms and conditions of this Contract. Should Design-Builder fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as Design-Builder performs its duties and responsibilities. If at any time during the performance of this Contract, in the opinion of Owner, the Work is not progressing satisfactorily or within the terms of the Contract, then at the discretion of Owner and after written notice to Design-Builder, Owner may terminate this Contract or any part of it. At this termination date, Design-Builder shall be entitled to a pro rata payment for all Work accomplished and all construction ready materials provided and accepted by Owner and subject to the provisions of this Agreement, all finished documents, data, models and reports prepared under the Contract shall, at the option of Owner, become its property upon payment for services rendered through the termination of the Contract.
- AA. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- BB. Time is of the Essence.** Time is of the essence regarding all deadlines of this Contract.
- CC. Titles Not Controlling.** Titles of sections; and subsections, are for reference only, and shall not be used to construe the language in this Contract.

DD. Waiver. The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

This space intentionally left blank.

10. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.


The Effective Date of this Contract is the date of the signature last affixed to this page.

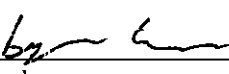
CITY OF LARAMIE, WYOMING:

By: _____
Sharon Cumbie, Mayor, and President
City of Laramie, City Council

Attest: _____
Nancy Bartholomew, CMC
City of Laramie, City Clerk

DESIGN-BUILDER:

By:  _____ Date: 3/14/26
Nate Huhnke,
Owner/Project Manager Big Huhnks Excavation, Inc.

Attest:  _____ Date: 3/14/26
Ben Huhnke,
Owner/Superintendent, Big Huhnks Excavation, Inc.

CITY OF LARAMIE REQUEST FOR QUALIFICATIONS (RFQ)

Spring Creek Trail Phase 2 Design-Build Project

Funded in part by the Wyoming Office of Outdoor Recreation and the 2018 Voter
Approved Albany County Specific Purpose Tax

Proposal Due Date: Thursday, January 8, 2026, 4:00 PM (local time)

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1. Notice for Request for Qualifications (Advertisement)

The City of Laramie (hereafter “City” or “COL”) will accept written submittals for the **Spring Creek Trail Phase 2 Design-Build Project**. The City of Laramie is seeking qualified firms or teams consisting of licensed contractors and engineers or firms with the same, licensed in Wyoming, to provide Design-Build services for the Spring Creek Trail Phase 2 Design-Build Project.

Items under general consideration for this project are generally described as the final design and construction of an **east/west bike path along Spring Creek, extending the trail westward, linking 23rd St to 9th St**. The project scope helps address infrastructure gaps along Spring Creek.

Instructions to respondents, project scope, deliverables, a general description of the project, and available background information are available at <https://cityoflaramie.org/451/RFQs-RFPs-Bids>.

A pre-proposal meeting will be held at **10:00 a.m., local time, on Wednesday, December 3, 2025**, at the Laramie Community Recreation Center, 920 Boulder Drive, Laramie, WY where attendance is encouraged. A project site walk-through will be held following the meeting.

Questions related to this RFQ shall be directed to Michael Bork, Parks, Recreation and Public Services Director, in writing via e-mail to mbork@cityoflaramie.org, no later than **Noon, local time, on Friday, December 12, 2025**.

Responses to this RFQ shall be submitted in **electronic format only** to Michael Bork, Parks, Recreation, and Public Services Director, City of Laramie, at **mbork@cityoflaramie.org**, no later than **4:00 p.m., local time, on Thursday, January 8, 2026**. Late submittals will not be accepted.

This project will be managed by a project team led by the City of Laramie Parks, Recreation & Public Services Department and Engineering Department.

2. Project Overview

Project Overview: This project is a multi-phase initiative by the City to establish an east/west bike path along Spring Creek. Phase 2, specifically with plans to extend the trail westward, linking the existing Phase 1 path that terminates at 23rd St, extending to 9th St. Additionally, a short connecting loop trail is to be constructed at LaPrele Park, along the northern bank of Huck Finn Pond, connecting two existing pathways (see map in attached documents).

The anticipated scope involves the final design and construction of the trail and any amenities along the trail (watering stations, bike maintenance stands, benches, etc.). The benefits and goals of this project include enhanced recreational opportunities, improved pedestrian safety, carbon reduction, safe means of travel for those without vehicles, and promoting healthy lifestyles. Additionally, the project ensures safe connectivity to three local schools and supports Laramie's economic development plan emphasizing outdoor recreation and quality of life.

This Design-Build project requires the successful Design-Builder to finalize the design and construct the necessary components, which generally include elements such as concrete sidewalks, base course installation, rest/bike maintenance areas, ADA ramps, and signage.

3. Request for Qualifications

The City of Laramie seeks to retain the services of a highly qualified Design-Builder to provide comprehensive services. Firms shall provide sufficient information regarding proposed staff for the City of Laramie to evaluate staff qualifications. If selected, proposed staff may not be changed without the approval of the City of Laramie.

Mandatory Qualifications and Licenses:

- Lead on a **minimum of three similar projects**.

Minimum Qualifications:

- **Licensure** of contractor and design professionals in applicable jurisdiction.
- Design-Builder must be able to obtain a **\$2,800,000 performance and payment bond**.

Desired Qualifications:

- **Previous Design-Build experience** on similar projects.

4. Key Dates

The schedule for the RFQ phase is as follows (all times are Local Time):

| Task Description | Date | Time |
|---|----------------------------------|------------------|
| Release RFQ | Friday, November 14, 2025 | N/A |
| Pre-Proposal Meeting | Wednesday, December 3, 2025 | 10:00a.m. |
| Deadline to Submit Questions via email only | Friday, December 12, 2025 | Noon |
| Issue Addendum and Answers to Questions | Friday, December 19, 2025 | Noon |
| Deadline to submit SOQ | Thursday, January 8, 2026 | 4:00 p.m. |
| Identify Short Listed Firms (Estimated) | Friday, January 16, 2026 | N/A |
| Conduct Interviews – If Necessary (Estimated) | Wednesday, January 21, 2026 | TBD |
| Issue RFP – Shortlisted Firms | TBD | TBD |
| Deadline to Submit RPF | TBD | TBD |
| Conduct Interviews, if needed | TBD | TBD |
| Notice of Intent to Award | TBD | N/A |
| Contract Award/Execution | TBD | N/A |
| Substantial Completion Date | December 31, 2026 | N/A |

Note: The Substantial Completion Date of December 31, 2026, is required as grant funds must be fully expended by this date.

5. Professional Regulation Requirements

Wyoming law requires corporations, partnerships, and sole proprietorships practicing certain professional services to be registered with the Secretary of State's Office. Design-Build firms must also provide a copy of any required professional licenses. If awarded, throughout the term of the subsequent Design-Build contract, the Design-Builder shall carry all insurance required pursuant to the terms set forth in the Design-Build contract.

6. Questions and Clarifications

Questions related to this Request for Qualifications shall be directed to Michael Bork, Parks, Recreation, and Public Services Director, in writing via e-mail to mbork@cityoflaramie.org, no later than Noon, local time, on **Friday, December 12, 2025**. Any questions received after the deadline will not be accepted or considered. Each question should be submitted individually.

Only the written answers posted officially by the City of Laramie or official addenda issued by the City of Laramie are the official position on an issue, and these answers shall become part of the Request for Qualification. Verbal clarifications offered during the pre-proposal conference, or at any other time, shall not be binding upon the City until reduced to writing and published as such, to ensure all proposers have access to the same information.

7. Submission of Statement of Qualifications (SOQs)

Statements of Qualifications will be received in **electronic format only** to Michael Bork, PRPS Director, City of Laramie, mbork@cityoflaramie.org, no later than **4:00 p.m., local time, on Thursday, January 8, 2026**. Submit all forms electronically in one pdf file, assembled according to the instructions provided in Sections 8 & 9.

Statements of Qualifications received after the time and date specified will not be considered. Statements of Qualifications will not be accepted by fax, hand delivery, or courier service. The Design-Builder assumes full responsibility for timely delivery. No Statement of Qualification will be considered that does not meet the minimum requirements.

8. Format and Required Documentation for Submittals

Statements of Qualifications shall contain no more than **fifty (50) pages**. Pages shall be numbered consecutively and may not exceed the total number of pages specified. Cover page, table of contents, and divider tabs will not count toward the total number of pages, provided no additional information is included on those pages.

The Design-Builder shall have their Statement of Qualification signed by an officer of the submitting firm with the authority to commit the firm. All Statements of Qualifications must include the sections listed in Section 9. The City of Laramie will not consider any unrequested exhibits or attachments that are submitted with any individual Statement of Qualification.

9. Proposal Submission Requirements

The Statement of Qualification submittal shall be tabulated and include the following information, forms, and supporting information.

Tab 1: General

- **Table of Contents:** Must include all items listed in each section.
- **Executive Summary:** Must condense and highlight the contents of the scope to provide the City with a broad understanding of the proposer's qualifications and approach to meeting the RFQ requirements.
- **Minimum Qualifications Statement:** Provide a statement confirming that your firm meets the minimum qualifications requirements for this project (Section 3).
- **Commitment Statement:** Provide a statement indicating the firm's ability to commit personnel and resources to the project that accommodate a minimum start time for design, for construction and completion of the project. Also include a statement indicating the design-builder's intention to provide a proposal if selected for the Phase 2 Request for Proposal submission.
- **Single Point of Contact:** Identify a single point of contact for all contract management and design-build activities. Include the name, firm address, title, and email address of the individual with signature authority. (The Project Manager and Superintendent resumes should be submitted in Tab 2, and the successful proposal cannot change the Project Manager or Superintendent without written approval by the City of Laramie).

Tab 2: Qualifications

- **Firm Background and Experience:** Include company history, geographic location, office location(s), company size, and technical areas of expertise. This should include design & engineering personnel, key consultants and key subcontractors.

- **Current and Projected Workloads:** Demonstrate sufficient resources to successfully complete the project within time requirements. Provide proof of how this project would fit with current manpower availability.
- **Staffing and Project Organization:** Include an organization chart showing all proposed personnel, supervisor level, functional responsibilities, and key personnel.
- **Resumes:** Include brief resumes for personnel working on the project, demonstrating proven work experience combined with related education. **Project Manager and Superintendent resumes are required.** Each project reference in a resume must include the client's name, the time period worked on the project, and a brief description of the scope of work. The role and responsibility of each person participating in the project must be explained.

Tab 3: Previous Similar Work

- List a minimum of **three (3)** and no more than **five (5)** successfully completed design-build projects like Spring Creek Phase 2.
- For each example, include project location, client, year started, year completed, and construction cost.

Tab 4: References

- Provide reference letters from at least **three (3) prior similar clients.**
- Provide **two (2) references for each of the proposed staff members.**
- Include phone numbers and email addresses for contacts whenever possible.
- References should depict relevant experience that can be brought to the RFQ, and the City reserves the right to verify references.

Tab 5: Project Administration

Provide a narrative statement illustrating the team's approach to project administration, including Design Management, Construction Management, Fiscal Management, and Owner Integration.

- **Design Management:** Communicate the Proposer's approach to completing construction documents/specifications, conducting design meetings, information exchange, and the involvement of the Owner, key subcontractors, and consultants.

- **Construction Management Plan:** Communicate the Proposer’s approach to Owner integration, conflict resolution, preconstruction services, constructability reviews, schedule control, fiscal management, project safety, quality controls, quality assurance, and contingency management.

Tab 6: Fee Proposal

- The Fee Proposal will be submitted by shortlisted firms under the secondary Request for Proposal process. Do not submit a Fee Proposal in Phase 1.

10. Evaluation of Submittals and Selection Process

The City of Laramie shall select at a minimum of two (2) and a maximum of five (5) qualified respondents to submit proposals and may conduct interviews. The selection will determine the qualified firms best suited to submit a Phase 2 Proposal.

Mandatory (Met/Not Met) Criteria

| Criterion | Rating |
|--|-------------|
| Demonstrate capability to bond a project of approximately \$1,500,000 (as demonstrated by a letter from the bonding company) | MET/NOT MET |
| Demonstrate manpower and equipment capacity for the project | MET/NOT MET |
| Describe current and projected workloads | MET/NOT MET |
| Describe the location of all key personnel that will be assigned to the project (including sub-proposers) | MET/NOT MET |
| Provide proof of required insurance | MET/NOT MET |

Scored Criteria (100 Points Total)

| Criterion | Point Value |
|---|-------------|
| Demonstrate firm qualifications and experience in construction and design (including technical competency in the Design-Build services) | 40 points |
| Demonstrate Past Performance (including three references) in the past five (5) years for Design and Construction Services which are most like the Project | 20 points |
| Provide the names and qualifications of personnel in your firm who will provide the requested Design-Build services | 20 points |
| Provide Resumes of key personnel including experience, licenses, certifications and other relevant information | 10 points |
| Demonstrate ability to meet time and budget requirements | 10 points |

The City of Laramie reserves the right to reject any or all submittals, including without limitation, if they are, in its sole discretion, judged unacceptable, non-responsive, non-conforming, or conditional.

11. Statement of Qualifications Costs

All costs incurred for preparing the Statement of Qualifications and for other procurement related activities are solely the Design-Builder's responsibility. The City of Laramie will not provide reimbursement for these costs.

12. List of Attached Documents

1. Sample Construction Contract (Design-Build Contract)
2. Spring Creek Trail Phase 2 WORG Grant Application
3. Spring Creek Trail Phase 2 WORG Grant Agreement / Notice to Proceed
4. Preliminary Construction Documents / Design Concept



FY 2023 OUTDOOR RECREATION GRANT WORG APPLICATION FORM

These funds are made available through the American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds. Applicants need to complete this application and the risk assessment form and provide the necessary documentation and information to apply for funding. This document is a fillable PDF; do not handwrite the application unless necessary. In this application, applicants must illustrate how the project will address impacts experienced by the COVID-19 pandemic and demonstrate that the project is a proportional response to those impacts, in the community the project serves. Various amounts of awards for grants will be offered. Contact the grant coordinator for requests over \$749,000 before submitting this application. A match is not required but encouraged. View the [WORG GIS Map](#) to see if you are in an eligible population. The WORG application opens November 1st, 2023 at 8:00 am MT and the deadline for submissions is January 12th, 2024 at 5:00 pm MT.

Applicant Information

1. Contact Information (only those listed will be contacted in regards to this application)

Primary Contact Person _____

Title _____

Day Phone _____

Email Address _____

Secondary Contact Person _____

Day Phone _____

Email Address _____

2. What organization or agency does the applicant represent? _____

2301 Central Avenue • Barrett Building, 4th Floor • Cheyenne, WY 82002 • 307.777.6323 • wyorec.com

Mark Gordon | Governor
Dave Glenn | Acting Director
Nick Neylon | Deputy Director



**ARTS. PARKS.
HISTORY.**
Wyoming State Parks & Cultural Resources



3. Is the applicant registered with SAM.gov? Yes No

If Yes, attach documentation, including the expiration date.

Include the UEID _____

4. Name of Proposed Project _____

5. Proposed Amount of Grant Funds Requested _____

6. How much funding will be provided in a match? _____

7. What funding source will be used to provide a match?

8. Are there other funding sources for the proposed project? Yes No

9. Is the project taking place in a Qualified Census Tract? Yes No

10. Indicate the Zipcode where the project will take place.

11. Will the proposed project include any contracted work? Yes No

12. Will the proposed project include any permanently incorporated iron or steel components (rebar, screws, bolts, paneling gabion, etc.)? Yes No

13. Proposed Start Date _____ Proposed End Date _____

14. Check Classification of Project Applicant:

County State Municipal Non-Profit Tribal





Non-Profit Organizations: Please fully answer the following questions about your organization:

- a. **What is your IRS tax status (501(c)3 or otherwise)?** _____
- b. **How many years has your non-profit been in existence?** _____
- c. **Do you have experience with any other federal grant programs?** Yes No

If so, please list grant program(s), time-frame(s), and amount(s):

- d. **Was your nonprofit organization impacted by the pandemic, through one of the following ways? Decreased revenue (e.g., from donations and fees); Financial insecurity; Increased costs (e.g., uncompensated increases in service need); Capacity to weather financial hardship; Challenges covering payroll, rent or mortgage, and other operating costs. If so, list the ways below. Also, you should be able to provide evidence through a financial statement, budget to actual report, or similar support showing these impacts pre-pandemic to current, from a financial hardship perspective.**





Project Information

15. List any partners on the project.

16. Select All Management Agencies That Oversee the Land:

- | | | |
|--------------------------|---------------------------|------------------|
| US Forest Service | Bureau of Land Management | |
| Bureau of Reclamation | National Park Service | |
| State Parks | Fish & Wildlife Service | State Lands |
| Bureau of Indian Affairs | Private | Municipal/County |

17. Check Eligible Use Project Qualifies For:

- Trail and trailhead development (equestrian, non-motorized, motorized)
- Water-based recreation infrastructure
- Campground infrastructure and development
- Recreation area development (bike parks, climbing courses, etc.)
- Other outdoor recreation infrastructure (disc golf courses, etc.)
- Maintenance of outdoor recreation infrastructure





18. Generally, describe the proposed project: (1,500 characters or less)

19. Provide a site map of the proposed project area.

20. What type of capital expenditure will be required for this project?

Parks, green spaces, recreational facilities, sidewalks, pedestrian safety features like crosswalks, streetlights, neighborhood cleanup, and other projects to revitalize public spaces

Rehabilitation, renovation, remediation, cleanup, or conversions of vacant or abandoned properties

21. Provide a budget for the project using the template provided.

22. Does your project specifically benefit a Disproportionately Impacted Community?

Please indicate which category if so and how this specified community will benefit. A disproportionately impacted community is defined as one of the following:

low-income household/community (income is at or below 185% of the Federal Poverty Guidelines); a household residing in a Qualified Census Tract; households





that qualify for certain federal benefits (TANF, SNAP, Free and Reduced Price Lunch (NSLP) and/or School Breakfast (SBP) programs, Medicare Part D Low-Income Subsidies, SSI, Headstart and/or Early Head Start, WIC, Section 8 Vouchers, LIHEAP, and Pell Grants); or households receiving services provided by Tribal governments. Note that at least 50% of the benefitting community would need to meet the related definition/category to be considered eligible. Yes No

23. Describe the statement of need for this project. Including the public health or negative economic impact experienced. Identify the population that experienced harm due to the Covid-19 pandemic or a negative economic impact that is due to Covid-19, and how this harm/problem is being exacerbated. (250 characters or less)





24. Provide a brief description of how a recipient's response is related and reasonably proportional to the public health or the negative economic impact of COVID-19. Include an estimated number of annual users and how this will increase outdoor recreation opportunities for disproportionately impacted communities. (250 characters or less)

25. Describe any challenges or barriers that may exist in the completion of this project and how they will be addressed.

26. Describe any maintenance that would be required for the proposed project. Include the entities that would be responsible for the ongoing maintenance of the project.





27. What level of environmental clearance is needed on the land of the proposed project? Has this been completed? Provide documentation of what has been completed.

28. What level of cultural clearance is needed on the land of the proposed project? Has this been completed? Provide documentation of what has been completed.

29. If this project exceeds \$1,000,000 in grant requests provide a written justification for the capital expenditures. Include a description of the harm or need to be addressed, an explanation of why a capital expenditure is appropriate, a comparison of proposed capital projects against at least two alternative capital expenditures, and a demonstration of why the proposed capital expenditure is superior. (1500 characters or less)





30. What public engagement or collaborative processes have been utilized to plan for this project?

31. Is there broad community consensus for the proposed project? Yes No

Please provide supporting documents for this.

I hereby certify that the application form and all attachments are correct and truthful to the best of my knowledge. I also certify that I understand the Outdoor Recreation Grant application, ranking and selection process, and fully accept that all SPHST and Trails Council decisions are final and not subject to appeal.

Name of Authorized Contact Person _____

Title _____

Date _____

Signature of Authorized Contact Person _____



Community Consensus for Spring Creek Trail, Phase II

Community support for this project is evidenced within the City of Laramie’s Parks and Recreation Masterplan and Economic Development plan, passage of the Specific Purpose Tax in 2018, a Resolution of support by the Laramie City Council, and letters of support from Laramie BikeNet, Wyoming Pathways, and Pilot Hill. Each of these demonstrations of support are summarized and hyperlinked or attached here.

| | |
|---|---|
| <p><u>Parks and Recreation Masterplan</u></p> | <p>Adopted in 2016, this masterplan served as a guiding document in developing this project. The plan, which identified non-motorized, pedestrian pathways along the Spring Creek channel as a priority investment, which if constructed, would provide safe east and west passage for residents in Laramie from 3rd Street through 30th Street, was created in collaboration with an ad-hoc advisory committee working alongside the Parks, Trees, and Recreation Advisory Board, City Council, County Commissioners, and the Planning Commissions for the City and the County. Additionally, the plan incorporated feedback from 20 local stakeholder groups and 400 survey respondents.</p> |
| <p><u>Thrive Laramie: A Community and Economic Development Action Strategy for the Next 10 Years</u></p> | <p>This economic development plan was created with the oversight and participation of a diverse 25-member steering committee representing state and local government, the University of Wyoming, economic development professionals, planning commission members, entrepreneurs, and local stakeholders. Additionally, the plan incorporates feedback from hundreds of survey respondents and participants in focus group meetings. The plan, which was adopted in 2022, includes over 70 references to outdoor recreation and several other references to biking and trails.</p> |
| <p><u>Specific Purpose Tax</u></p> | <p>The 2018 Specific Purpose Tax, which was approved by a majority of Albany County voters included \$2.1 million for local trails and shared-use paths serves as a de facto endorsement of this project.</p> |
| <p>Resolution of Support <i>-Attached</i></p> | <p>The Laramie City Council passed a resolution of support for this project and the submittal of this application.</p> |
| <p>Letters of Support from BikeNet, Wyoming Pathways, and Pilot Hill <i>-Attached</i></p> | <p>BikeNet has provided a letter of support for this project. Founded in 1996, Laramie BikeNet has represented all forms of cycling for over 25 years. From cycling advocacy to trail maintenance to high school mountain bike racing, they are Laramie’s cycling hub and have worked to make Laramie an even better place to live, recreate, and ride.</p> <p>Wyoming Pathways is a statewide organization which helps develop and advocate for investments in public trails, pathways and complete streets across the state. Its mission is “to inspire, motivate and unite a strong community of public, business, and political leaders to improve active transportation and people-powered recreation opportunities in Wyoming, including biking of all forms, walking, hiking, and cross-country skiing.</p> <p>As a s a fellow WORG award recipient, Pilot Hill sees this project as critical for moving users from the east to west edges of town. This project also provides an important link in the city trail system to the Pilot Hill trails.</p> |

**CITY OF LARAMIE, WYOMING
RESOLUTION 2024-08**

**AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE WYOMING OFFICE OF
OUTDOOR RECREATION FOR A WYOMING OUTDOOR RECREATION GRANT IN AN AMOUNT
NOT TO EXCEED \$2,500,000 TO SUPPORT THE FINAL DESIGN AND CONSTRUCTION OF THE
SPRING CREEK TRAIL PHASE 2 PROJECT.**

WHEREAS the Wyoming Office of Outdoor Recreation is accepting applications for grants to support public outdoor recreation projects in qualifying census tracts; and,

WHEREAS funding for the Wyoming Outdoor Recreation Grant (WORG) was made available through the American Rescue Plan Act, *State and Local Fiscal Recovery Funds*; and,

WHEREAS the community-supported Parks & Recreation Master Plan, adopted in 2016, identified non-motorized, pedestrian pathways along the Spring Creek channel as a priority investment, which if constructed, would provide safe east and west passage for residents in Laramie from 3rd Street through 30th Street; and,

WHEREAS in 2018 voters approved a Specific Purpose Tax (SPT) which included funding for Spring Creek Trail Phases 1 and 2; and,

WHEREAS a combination of funding from the Federal Highway Administration's Transportation Alternatives Program (TAP) and SPT funds, launched the first phase of the Spring Creek Trail development; and,

WHEREAS, this phase, which is planned to be completed in the spring of 2024, developed a trail from 30th and Garfield Street along the Spring Creek channel to a trailhead parking lot in LaPrele Park at 23rd and Spring Creek; and,

WHEREAS if awarded, WORG funds will advance Phase 2 of this project which will extend the trail west along Spring Creek from the soon to be finished TAP/SPT-funded Spring Creek Trailhead Parking Lot to 9th Street providing for approximately 14 blocks of accessible pedestrian pathway; and,

WHEREAS this project supports the City of Laramie's Parks & Recreation Department Master Plan, the Economic Development Plan, provides connectivity within qualified census tracts and aligns with goals and the objectives of the WORG program; and,

WHEREAS; although this grant does not require a match the City proposes an estimated 10% match utilizing 2018 Specific Purpose Tax funds.

NOW THEREFORE, THE CITY COUNCIL OF LARAMIE, WYOMING, RESOLVES

SECTION 1. That foregoing all recitals are incorporated in and made part of this resolution by this reference.

Section 2. That the City Manager on behalf of the City of Laramie is authorized to submit an application for a Wyoming Outdoor Recreation Grant to the Wyoming Office of Outdoor Recreation to support the construction of the Spring Creek Trial Phase 2 project.


Section 3. That the City of Laramie commits a match of at least 10% of the awarded amount as described herein.

PASSED AND APPROVED on January 16, 2024.



Brian Harrington, Mayor and President
City of Laramie, City Council

ATTEST



Nancy Bartholomew, CMC
City of Laramie, City Clerk





Laramie BikeNet

P.O. Box 2334
Laramie, WY 82073
laramiebikenet@gmail.com
www.laramiebikenet.org

Board of Directors
Richard Vercoe, President

Christy Gobbersmith, Vice
President

Nick Visser, Treasurer

Erin Phillips, Secretary

Dewey Gallegos

David Jones

Lars Peterson

Working to make cycling
safe, convenient, and fun

December 28, 2023

Wyoming Office of Outdoor Recreation

I am writing today to express the strong support of Laramie BikeNet and our members for the Spring Creek Trail Phase 2 and the LaBonte Park Pathway Improvements Project being proposed by the City of Laramie.

The proposed improvements to the pathway network along Spring Creek in South Laramie and the LaBonte Park in North Laramie will bring much-needed continuity for alternative transportation and recreation access to both areas of the city. These pathway improvements will certainly benefit local users and commuters and improve capacity and connectivity as a growing tourism destination. Great pathways are fundamental in our area's growing outdoor recreation economy and lifestyle.

As a gateway between high-population areas in the Colorado Front Range and destinations such as Yellowstone National Park, the southeast Wyoming corridor receives high traffic levels from regional visitors and national travelers on this primary transnational route for people visiting popular destination areas further West.

A sustainable increase in walkable/bikeable pathways in southeast Wyoming will serve the local community and support growing visitor access to local amenities and services. Here are just a few of those ways:

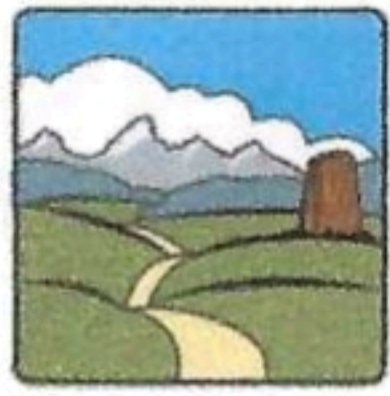
1. Pathway Users - These upgrades will create a better user experience while decreasing the associated maintenance costs.
2. Political - Great urban pathway networks are important in attracting new businesses and residents in local communities. being able to walk or bike to neighborhood amenities is hugely beneficial to the economic advancement of our community.
3. Economic impact - The economic benefits of urban pathways are well documented. From increasing the livability and desirability of the community to increasing and diversifying tourism, the Laramie Pathway system will have multiple benefits.

The City of Laramie has proven to be a great project steward, with their track record of developing the existing pathways in a thoughtful, inclusive and timely manner. Laramie BikeNet has partnered with the City of Laramie on several projects, including our most recent construction of the Laramie Middle School trail and the upcoming City Bike Park. We have experienced the thoughtfulness and commitment that goes into their work.

With the financial support of an RTP Grant, the City of Laramie can continue developing the Laramie Pathway system. We hope that the Wyoming Outdoor Recreation Office will choose the Spring Creek Trail Phase 2 and the LaBonte Park Pathway Improvements Project to move forward in the selection process.

Sincerely, 

Richard Vercoe
Board President, Laramie BikeNet



December 30, 2023

Wyoming Office of Outdoor Recreation

Subject: Wyoming Outdoor Recreation Grant, American Rescue Plan Act (ARPA) Letter of Support

Wyoming Pathways is pleased to provide this letter of support for the City of Laramie, Spring Creek Trail, Phase Two pathway project. This project will make Laramie safer for pedestrians and cyclists while improving the quality of life for all. Pathways like those proposed are essential to those who choose active transportation and will make Laramie a more vibrant community.

The improvements this grant seeks to address are necessary because Laramie Pathways has seen a massive increase in users, especially during and after the pandemic. Across Wyoming, we have seen firsthand how important it is to connect our communities better and to offer residents the resources they need to get outside safely. Laramie's pathway system serves all community populations, including low- to moderate-income residents and students from around the world. Laramie pathways allow the community safe and easy access to schools, hospitals, businesses, libraries, parks, jobs, and more.

The City of Laramie's robust and forward-thinking active transportation plan is among the best we've ever seen. When complete, Laramie can look forward to economic growth because of pathway systems like this. Numerous studies show that in-community pathways are a primary driver for business and employee recruitment. They are also cited among the top priorities for young families when considering where to put down roots.

The City of Laramie will be a good project steward with a proven track record of managing large grants and developing complex trails and pathways projects. The trails developed through these projects are very popular with numerous user groups and have also provided benefits to citizens and visitors alike.

Wyoming Pathways stands ready to assist the City of Laramie in any way we can; we are incredibly grateful for the work of the City and its local partners. We, the undersigned, do hereby support this grant request:

Sincerely,

Michael Kusiek

Executive Director, Wyoming Pathways



**Pilot Hill Board
of Directors**

Leah Burgess
Co-Chair

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Keith Rittle
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Jill Wolford
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Holly Dyer
LRCO Liaisons

Sarah Mathews
Executive Director

Wyoming Office of Outdoor Recreation
Wyoming State Parks
2301 Central Ave. Fourth Floor
Cheyenne, WY 82002

January 22, 2023

To Whom it May Concern:

On behalf of the Pilot Hill Inc. Board of Directors I am pleased to provide a letter of support for the City of Laramie Wyoming Outdoor Recreation Grant proposals for the Spring Creek Trail Phase II, and the LaBonte Park Pathway Improvement Project. Each of these key projects will provide critical infrastructure to support the physical and mental health and well-being of a disproportionately impacted community within a Qualified Census County.

As Executive Director of Pilot Hill Inc., I regularly engage with other local organizations, government entities, businesses, and non-profits who are working to provide connectivity across the City of Laramie through a series of bike routes and trails. This effort is driven by feedback from residents and University of Wyoming students who have identified this need for safety and quality of life, and by research that shows that weight-bearing movement such as walking, running and biking, improves health and reduces stress. This grant proposal directly supports this community need and would address negative impacts resulting from the Covid pandemic.

The Spring Creek Phase II Trail is critical for moving users from the east to west edges of town on pathways specifically designed for safe travel for all ages and abilities. For those who wish to continue on to the east, this important link in the city trail system eventually adjoins the Pilot Hill trails, allowing users to extend their time enjoying physical activities in natural spaces.

The LaBonte Park Pathway Improvement Project supports a broad range of recreational options from a casual stroll around the park to a full work-out utilizing a combined trail and exercise set of stations wrapped into one. The pathway also greatly increases the safety and ease of use for runners, walkers and bicycle commuters who live or work in the north central portion of town.

Traveling by foot, bike or other self-propelled means through natural spaces such as along Spring Creek and around LaBonte Park promotes a sense of well-being and directly addresses community stressors that were exacerbated by Covid 19. Based upon my experience in working with the City of Laramie I have every confidence this project will be successfully implemented and well-received by the community. I urge you to give full consideration to this grant application and fund the City of Laramie request.

Sincerely,

Sarah Brown Mathews
Pilot Hill Inc. Executive Director



P.O. Box C
Laramie, WY 82073

Parks Division: (307) 721-5264
Fax (307) 721-5256
Recreation Division: (307) 721-5269
Fax: (307) 721-5284
Facilities Mgmt. Division: (307) 721-3585

December 28, 2023

Wyoming Game & Fish Department
ATTN: Habitat Office
5400 Bishop Boulevard
Cheyenne, WY 82006

RE: Spring Creek Trail Phase 2 – Laramie, Wyoming

To whom it may concern,

The City of Laramie will be submitting a Wyoming Outdoor Recreation grant application to the Wyoming Office of Outdoor Recreation. The application is due January 26, 2024, and requires "NEPA documentation and required letters regarding impact to land, water and wildlife".

Following is a description of the proposed project to receive grant funding:

Project Name: Spring Creek Trail Phase 2

Location: Laramie, Wyoming (LaPrele Park to 9th Street)

Project Length: 1.25 Miles

Project Narrative: Spring Creek Trail Phase 2 has been planned using the Laramie Parks & Recreation Department Master Plan. This trail will provide non-motorized, pedestrian pathway between LaPrele Park and 9th Street in Laramie, Wyoming. The trail construction specifications are 10' wide, 6" thick concrete over 6" of crushed base. There is no anticipated impact to Spring Creek, or any known wetlands as the trail will traverse a developed park and alongside a developed roadway and is designed so that it does not encroach into the creek channel. Please see attached plan view.

Project Timeline: If approved the City of Laramie plans to begin construction in the Fall of 2024.

I would respectfully request your feedback by January 20, 2023, so that the City of Laramie may meet the grant deadline laid out by the Wyoming Office of Outdoor Recreation. I appreciate any assistance the Wyoming Game & Fish Department can provide on this analysis and any help you can provide to ensure the successful attainment of this valuable grant for our community. Please return information to Todd Feezer, Assistant City Manager, tfeezer@cityoflaramie.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "T. M. Feezer", with a stylized flourish at the end.

Todd Feezer, Assistant City Manager
City of Laramie



WYOMING GAME AND FISH DEPARTMENT

5400 Bishop Blvd. Cheyenne, WY 82006

Phone: (307) 777-4600 Fax: (307) 777-4699

wgfd.wyo.gov

GOVERNOR

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DIRECTOR

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Ashlee Lundvall

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John Masterson

Rusty Bell

January 19, 2024

WER 15201.00
City of Laramie
Wyoming Outdoor Recreation Grant
Spring Creek Trail Phase 2
Albany County

Todd Feezer
Assistant city Manager
City of Laramie
P.O. Box C
Laramie, WY 82073
tfeezer@cityoflaramie.org

Dear Mr. Feezer,

The staff of the Wyoming Game and Fish Department (Department) has reviewed the proposed Wyoming Outdoor Recreation Grant Spring Creek Trail Phase 2 in Albany County. The Department is statutorily charged with managing and protecting all Wyoming wildlife (W.S. 23-1-103). Pursuant to our mission, we offer the following comments for your consideration.

The proposed project would entail the construction of a non-motorized, pedestrian pathway between LaPrele Park and 9th Street in southern Laramie, adjacent to Spring Creek. The trail would be 10 feet wide, with 6 inches of concrete over 6 inches of crushed base. Construction would begin in the fall of 2024.

The majority of this project occurs in close proximity and parallel to Spring Creek. Spring Creek is a small (<2.0 cfs) spring fed stream that flows through the City of Laramie into the Laramie River. Spring Creek transports storm runoff from residential areas of Laramie and is subject to frequent high flows. Spring Creek supports brown trout and has a Wyoming Trout Stream Category Wyoming of Yellow, meaning it is a stream of regional importance to anglers and contains 50-300 pounds of trout production/mile. It also supports native creek chub, longnose dace, and white sucker. Spring Creek and its corridor not only provide habitat for aquatic and terrestrial wildlife, but also provides numerous recreational and educational opportunities for the citizens of Laramie. For example, a cooperative effort from 2008 to 2013 between the University of Wyoming and the Department documented the importance of Spring Creek for spawning wild brown trout and that Laramie River Brown Trout migrate into Spring Creek to spawn. Given the importance of Spring Creek, our primary concerns are the possible impacts to those resources and nearby waterways (i.e., Laramie River).

Aquatic Recommendations:

Avoid sedimentation and consider trout spawning timelines – Given that the planned construction zone and recreation improvements are located directly adjacent to Spring Creek, the Department offers these specific suggestions for design and construction planning:

- The proposed concrete path is planned to slope 1-2% towards the Spring Creek channel; therefore it will be important to minimize the increased volume of surface water draining from the new path. Revegetating all disturbed areas post-construction will be important to minimize these impacts.
- Additionally, much of the current terrestrial area between the proposed path and the riparian area is currently lacking vegetation or disturbed, and we recommend reclaiming these areas with proper vegetation. Please contact Laramie Region aquatic habitat biologist Steve Gale (307-721-1381, Steve.Gale@wyo.gov) for consultation on revegetation, seed mix type, and plant selection.
- For existing trees and shrubs along the Spring Creek corridor, we recommend that non-native and invasive species such as Russian Olive be removed and replaced with native trees and shrubs. If needed, please contact the Department for assistance identifying this potentially problematic vegetation.
- The project does not propose any instream construction activities that would trigger trout spawning construction timing stipulations. However, the seven-year Department brown trout spawning project showed that spawning in Spring Creek occurs from late September through October. Therefore, avoiding any increased sediment inputs into Spring Creek during that period will be critically important.
- We recommend Best Management Practices into the project design and construction to ensure that all sediment and other pollutants are contained within the boundaries of the work area, including:
 - Immediately stabilizing disturbed area with mulch, then establishing permanent vegetation and/or sod
 - Using silt fencing and straw wattles.
 - Servicing and fueling equipment away from streams and riparian areas. Equipment staging areas should be at least 500 feet from riparian areas (i.e., the Spring Creek channel).
 - Properly containing stockpiles of materials and locating them away from riparian or wetland habitat or areas of potential storm water concentrated flow.

Avoid the spread of aquatic invasive species – Aquatic invasive species (AIS) are organisms that are not native to Wyoming and can cause significant harm to an ecosystem when introduced. Harmful impacts can occur to municipal water supplies, fishing and boating-related recreation, agriculture, aquaculture, and other commercial activities. The potential economic impacts to the

State of Wyoming could be severe if these non-native species are introduced into our water systems. Once these organisms become established in a waterbody, there is very little that can be done to remove them. Prevention is the best way to keep a water body safe from AIS.

The most significant known threat to Wyoming is from zebra and quagga mussels, based on their proximity and demonstrated impacts in neighboring states. Other AIS include New Zealand mudsnail, Asian carp, rusty crayfish, and several species of aquatic plants.

To prevent the spread of AIS, the following is required:

- Equipment that was in contact with a water positive for zebra/quagga mussels (currently none in Wyoming) within the last 30 days is required to undergo inspection by an authorized inspector prior to contacting Wyoming water.
- From March through November, all water hauling equipment and watercraft entering the state by land must be inspected before contacting a water of the state.
- Equipment used in any Wyoming water that contains AIS, must be Cleaned, Drained and Dried before use in another water. Wyoming waters with AIS can be found at: <https://wgfd.wyo.gov/Fishing-and-Boating/Aquatic-Invasive-Species-Prevention/AIS-Boating-Information>.
- When equipment that has been in contact with any Wyoming water is moved from one 4th level watershed (8-digit Hydrological Unit Code) to another within Wyoming, it must be Cleaned, Drained and Dried (specific guidance is available at: <https://wgfd.wyo.gov/Fishing-and-Boating/Aquatic-Invasive-Species-Prevention/AIS-Construction-and-Fire>).

Terrestrial Recommendations:

Prevent the spread of noxious weeds and invasive grasses - Noxious weeds and invasive annual grasses (IAGs) can cause significant harm to the ecosystem when introduced. Ground disturbing activities, such as new road construction or laying of electrical and fiber optic lines, can create an environment that facilitates establishment by unwanted plants. They significantly reduce the quality of wildlife habitat and their presence increases the probability of catastrophic wildfire. The potential economic impacts to the State of Wyoming are severe, and once these species become established, eradication is difficult and costly. Prevention of establishment remains the best way to keep Wyoming's habitats free of noxious weeds and invasive plants.

The most significant known threat to Wyoming is from cheatgrass, medusahead, and ventenata. To prevent the spread of noxious weeds and IAGs, we recommend the following:

- Prevent introduction and establishment by cleaning vehicles and equipment prior to movement to a new location in order to minimize the potential for transporting seeds.

Todd Feezer
January 19, 2024
Page 4 of 4 – WER 15201.00

- Develop and implement a plan to assess, treat, and monitor for IAGs at the project site and in the adjacent landscape where they are present.

Thank you for the opportunity to comment. The Department appreciates the opportunity to collaborate with the City of Laramie on development proposals that are adjacent to water bodies, wetlands, and other sensitive habitat within the city boundaries.

If you have any questions or concerns, please contact Lauren Throop, Habitat Protection Biologist, at (307) 777-4509 or Steve Gale, Laramie Aquatic Habitat Biologist, at (307) 721-1381 or Steve.Gale@wyo.gov.

Sincerely,



Will Schultz
Habitat Protection Supervisor

WS/lt/kgb

cc: U.S. Fish and Wildlife Service
Chris Wichmann, Wyoming Department of Agriculture



P.O. Box C
Laramie, WY 82073

Parks Division: (307) 721-5264
Fax (307) 721-5256
Recreation Division: (307) 721-5269
Fax: (307) 721-5284
Facilities Mgmt. Division: (307) 721-3585

December 28, 2023

US Fish & Wildlife Service
ATTN: Wyoming Ecological Services Field Office
334 Parsley Boulevard
Cheyenne, WY 82007

RE: Spring Creek Trail Phase 2 – Laramie, Wyoming

To whom it may concern,

The City of Laramie will be submitting a Wyoming Outdoor Recreation grant application to the Wyoming Office of Outdoor Recreation. The application is due January 26, 2024, and requires "NEPA documentation and required letters regarding impact to land, water and wildlife".

Following is a description of the proposed project to receive grant funding:

Project Name: Spring Creek Trail Phase 2

Location: Laramie, Wyoming (LaPrele Park to 9th Street)

Project Length: 1.25 Miles

Project Narrative: Spring Creek Trail Phase 2 has been planned using the Laramie Parks & Recreation Department Master Plan. This trail will provide non-motorized, pedestrian pathway between LaPrele Park and 9th Street in Laramie, Wyoming. The trail construction specifications are 10' wide, 6" thick concrete over 6" of crushed base. There is no anticipated impact to Spring Creek, or any known wetlands as the trail will traverse a developed park and alongside a developed roadway and is designed so that it does not encroach into the creek channel. Please see attached plan view.

Project Timeline: If approved the City of Laramie plans to begin construction in the Fall of 2024.

I would respectfully request your feedback by January 20, 2023, so that the City of Laramie may meet the grant deadline laid out by the Wyoming Office of Outdoor Recreation. I appreciate any assistance the Ecological Service Division can provide on this analysis and any help you can provide to ensure the successful attainment of this valuable grant for our community. Please return information to Todd Feezer, Assistant City Manager, tfeezer@cityoflaramie.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "T. M. Feezer", with a stylized flourish at the end.

Todd Feezer, Assistant City Manager
City of Laramie



P.O. Box C
Laramie, WY 82073

Parks Division: (307) 721-5264
Fax (307) 721-5256
Recreation Division: (307) 721-5269
Fax: (307) 721-5284
Facilities Mgmt. Division: (307) 721-3585

Wyoming State Historic Preservation Office
2301 Central Avenue
Barrett Building, Third Floor
Cheyenne, Wyoming 82002

RE: Spring Creek Trail Phase 2 – Laramie, Wyoming

To whom it may concern,

The City of Laramie will be submitting a Wyoming Outdoor Recreation grant application to the Wyoming Office of Outdoor Recreation. The application is due January 26, 2024, and requires letters regarding the impact of this project to historic and cultural resources.

Following is a description of the proposed project to receive grant funding:

Project Name: Spring Creek Trail Phase 2

Location: Laramie, Wyoming (LaPrele Park to 9th Street)

Project Length: 1.25 Miles

Project Narrative: Spring Creek Trail Phase 2 has been planned using the Laramie Parks & Recreation Department Master Plan. This trail will provide non-motorized, pedestrian pathway between LaPrele Park and 9th Street in Laramie, Wyoming. The trail construction specifications are 10' wide, 6" thick concrete over 6" of crushed base. There is no anticipated impact to Spring Creek, or any known wetlands as the trail will traverse a developed park and alongside a developed roadway and is designed so that it does not encroach into the creek channel. Please see attached plan view.

Project Timeline: If approved the City of Laramie plans to begin construction in the Fall of 2024.

I would respectfully request your feedback by January 20, 2023, so that the City of Laramie may meet the grant deadline laid out by the Wyoming Office of Outdoor Recreation. I appreciate any assistance the State Historic Preservation Office can provide on this analysis and any help you can provide to ensure the successful attainment of this valuable grant for our community. Please return information to Todd Feezer, Assistant City Manager, tfeezer@cityoflaramie.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "T. M. Feezer", with a stylized flourish at the end.

Todd Feezer, Assistant City Manager
City of Laramie



January 10, 2024

Todd Feezer, Assistant City Manager
City of Laramie
Laramie Parks & Recreation
P.O. Box C
Laramie, WY 82073

Re: Wyoming Outdoor Recreation Grant Application, Spring Creek Trail Phase 2-Laramie, WY
(DBPR_WY_2024_12)

Dear Mr. Feezer,

Thank you for consulting with the Wyoming State Historic Preservation Office (SHPO) regarding the above referenced undertaking. Following 36 CFR Part 800, we find that the proposed undertaking is in an area of previous disturbance and has a low probability of containing historic properties, as defined in 36 CFR § 800.16(1)(1). No further identification efforts are warranted.

There is a possibility that buried prehistoric or historic materials may be discovered during the undertaking and we recommend the Wyoming Office of Outdoor Recreation (WOOR) incorporate the following stipulation in the project permit:

If any cultural materials are discovered during construction, work in the area should halt immediately, the WOOR and SHPO staff be contacted, and the materials be evaluated by an archaeologist or historian meeting the Secretary of the Interior's Professional Qualification Standards (48 FR 22716, Sept. 1983).

This letter should be retained in your files as documentation of a SHPO concurrence with your finding of no historic properties affected. Please refer to DBPR_WY_2024_12 on any future correspondence regarding this undertaking. If you have any questions, please contact me at 307-777-5497.

Sincerely,

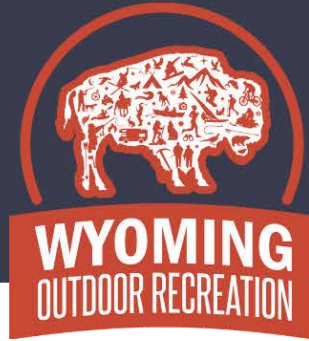
A handwritten signature in blue ink, appearing to read 'Richard L. Currit'.

Richard L. Currit
Senior Archaeologist

Mark Gordon | Governor
Dave Glenn | Director
Sara Sheen | SHPO Officer



**ARTS. PARKS.
HISTORY.**
Wyoming State Parks & Cultural Resources



October 9th, 2024
NOTICE TO PROCEED

The City of Laramie
406 E Ivinson Ave
Laramie, WY 82070

Re: Wyoming Outdoor Recreation Grant #1423
Laramie, WY
Spring Creek Trail Phase 2

Dear Scott and Todd,

The signed Grant Agreement for the referenced Wyoming Outdoor Recreation Collaborative Grant project is included with this letter and is now valid. The Period of Performance of the Grant Agreement is the Effective Date through December 31st, 2026. This Grant Agreement shall terminate 180 days after that period. All services must be completed during the Period of Performance. Bids and contracts must be approved by our office before they are released.

This letter is to officially inform you of your Notice to Proceed with work and to begin incurring expenses which will be reimbursable through this grant program as outlined in the Grant Agreement.

A reimbursement form and a report form are also attached to the grant agreement. Support documentation of each expense must accompany reimbursement requests as outlined on the form. Project Report due dates are outlined in the Grant Agreement. Please include the Grant Number along with the name of your project on your reimbursement documents and any other documentation you send to this office.

If you have any further questions or concerns, please do not hesitate to contact me at (307) 701-5011 or by email at brynn.hirschman@wyo.gov.

Congratulations!

Brynn Hirschman, Grant Coordinator

2301 Central Avenue • Barrett Building, 4th Floor • Cheyenne, WY 82002 • 307.777.6323 • wyorec.com

Mark Gordon | Governor
Dave Glenn | Director
Chris Floyd | Deputy Director
Nick Neylon | Deputy Director
Sara Sheen | Deputy Director



**ARTS. PARKS.
HISTORY.**

Wyoming State Parks & Cultural Resources

SPRING CREEK TRAIL

PHASE 2

CONCEPTUAL PLAN

LARAMIE, WYOMING



VICINITY MAP

NOTES:

- AERIAL IMAGE USED IN THIS CONCEPTUAL PLAN SET WAS OBTAINED FROM CITY OF LARAMIE ZONING INFORMATION MAP/CITY OF LARAMIE 2017 AERIAL.
- NO SURVEY WAS OBTAINED FOR CONCEPTUAL PLANS. DURING FINAL DESIGN ENSURE TRAIL DOES NOT CONFLICT WITH EXISTING UTILITIES AND ENSURE ADEQUATE TURNING RADII AT INTERSECTIONS.
- ALL UTILITY INFORMATION SHOWN IS BASED ON ABOVE GROUND UTILITY MARKERS AND SHOULD BE CONSIDERED CONCEPTUAL.



Know what's below.
Call before you dig.

THEENA
ENGINEERING

PO BOX 20083 • CHEYENNE, WY 82003 • 307.274.8929

DESIGNED: DMH
DRAWN: DMH
SPRING CREEK TRAIL: PHASE 2

TITLE SHEET

DRAWING

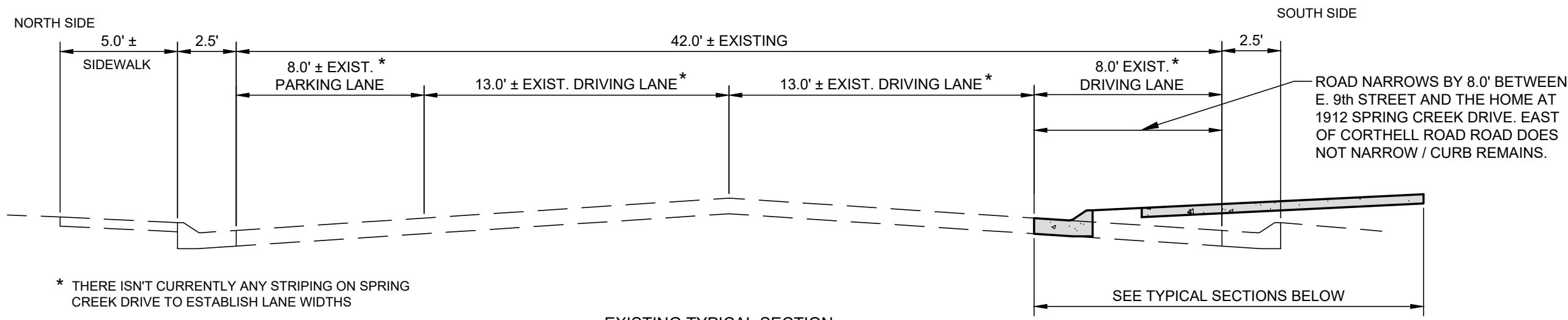
1 OF **7**

REV

DESCRIPTION OF REVISION

BY

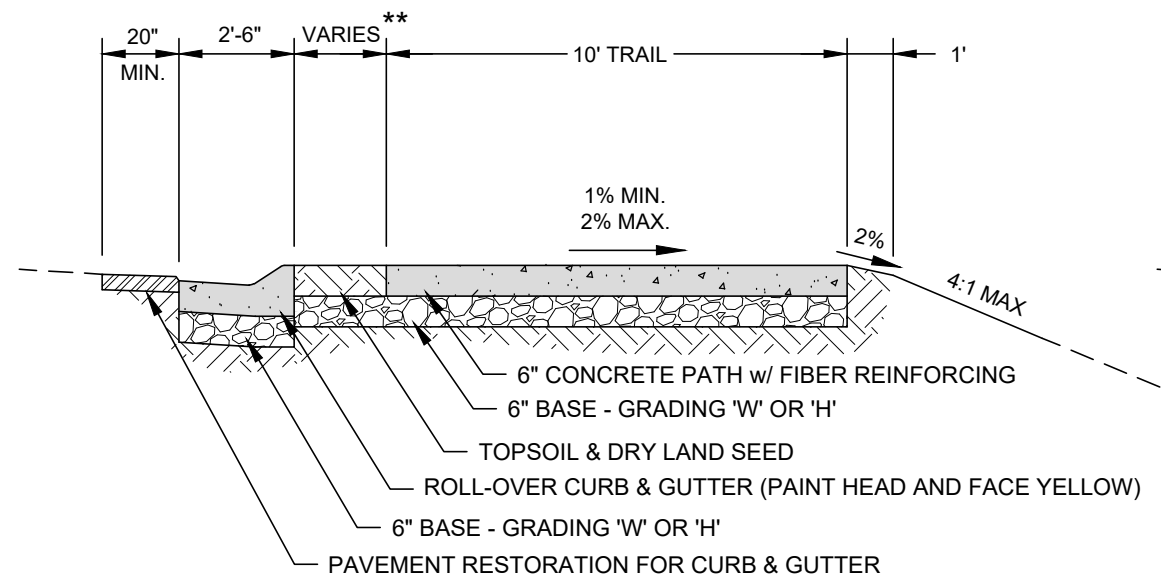
DATE



* THERE ISN'T CURRENTLY ANY STRIPING ON SPRING CREEK DRIVE TO ESTABLISH LANE WIDTHS

EXISTING TYPICAL SECTION
SPRING CREEK DRIVE

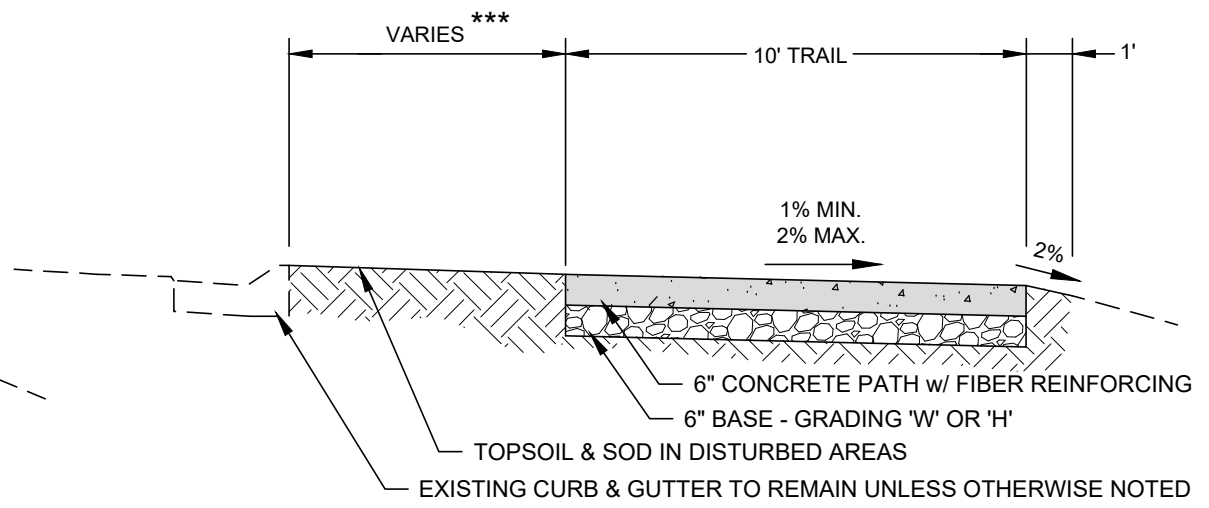
PLANS ARE CONCEPTUAL: NO TOPOGRAPHIC SURVEY WAS DONE FOR CONCEPTUAL PLANNING. LANE WIDTHS AND UTILITY POLE LOCATIONS WILL NEED TO BE DETERMINED WITH FINAL DESIGN TO VERIFY ADEQUATE ROADWAY WIDTH AND TRAIL LOCATION TO AVOID UTILITY POLES.



TYPICAL SECTION
S. 9th STREET TO CORTHELL ROAD

** NOTE:

- BETWEEN S. 9th STREET AND S. 11th STREET TRAIL WILL BE PLACED SOUTH OF EXISTING UTILITY POLES (22'±).
- BETWEEN S. 17th STREET AND E. PARK AVE. THIS DISTANCE IS 0' DUE TO PROXIMITY OF UTILITY POLES AND STEEP GRADE TO SPRING CREEK.
- ADJACENT TO HOMES AT 1912 SPRING CREEK DRIVE AND 88 CORTHELL ROAD THIS DISTANCE IS 0' AND TRAIL SLOPES TOWARD CURB.
- IN OTHER LOCATIONS THIS DISTANCE IS 2.0'.



TYPICAL SECTION
ADJACENT TO LAPRELE PARK

*** NOTE:

ADJACENT TO LAPRELE PARK THE TRAIL MEANDERS TO AVOID TREES. SEE PLANS FOR SELECT LOCATIONS OF CURB & GUTTER REPLACEMENT. PAVEMENT RESTORATION REQUIRED AT ALL CURB & GUTTER REPLACEMENT AREAS. ALL CURB AND GUTTER TO BE REMOVED TO THE NEAREST JOINT.

Drawing Name: D:\THEENA\LARAMIE_SPRING CREEK CONTINUATION\SPRINGCREEKTRAIL_CONCEPT.DWG Tuesday, December 31, 2024 4:25 PM By: DARCI HENDON

| NO. | DATE | BY | DESCRIPTION OF REVISION |
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THEENA
ENGINEERING

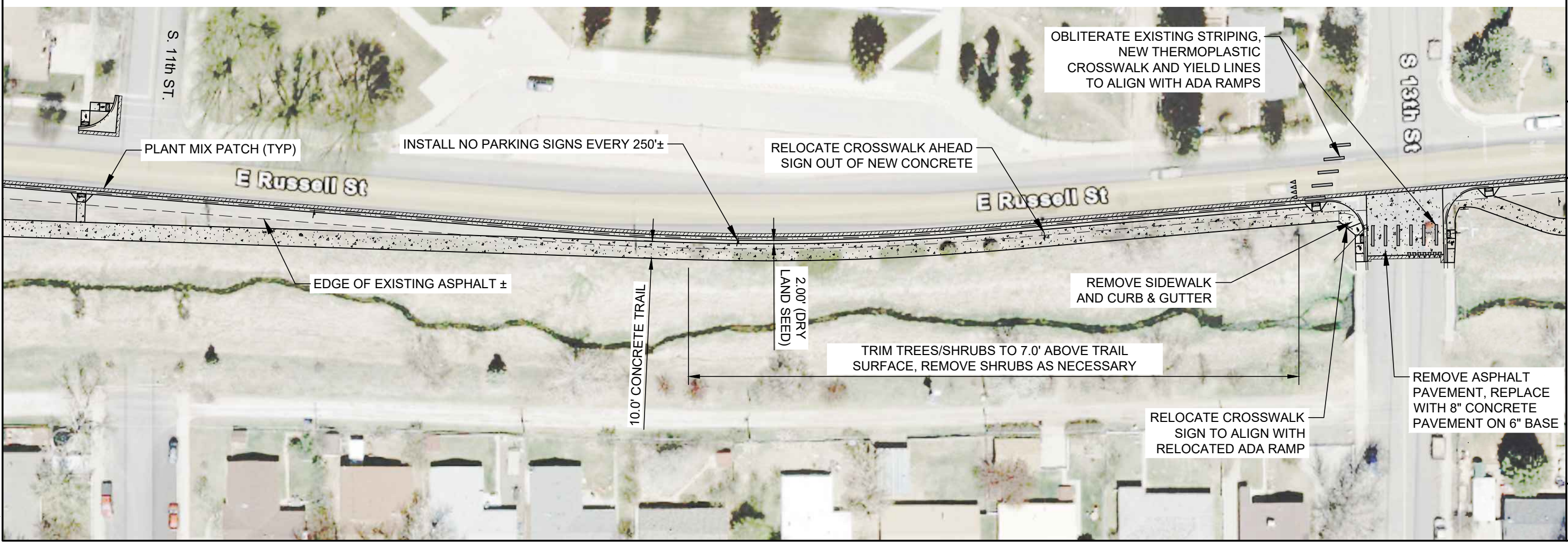
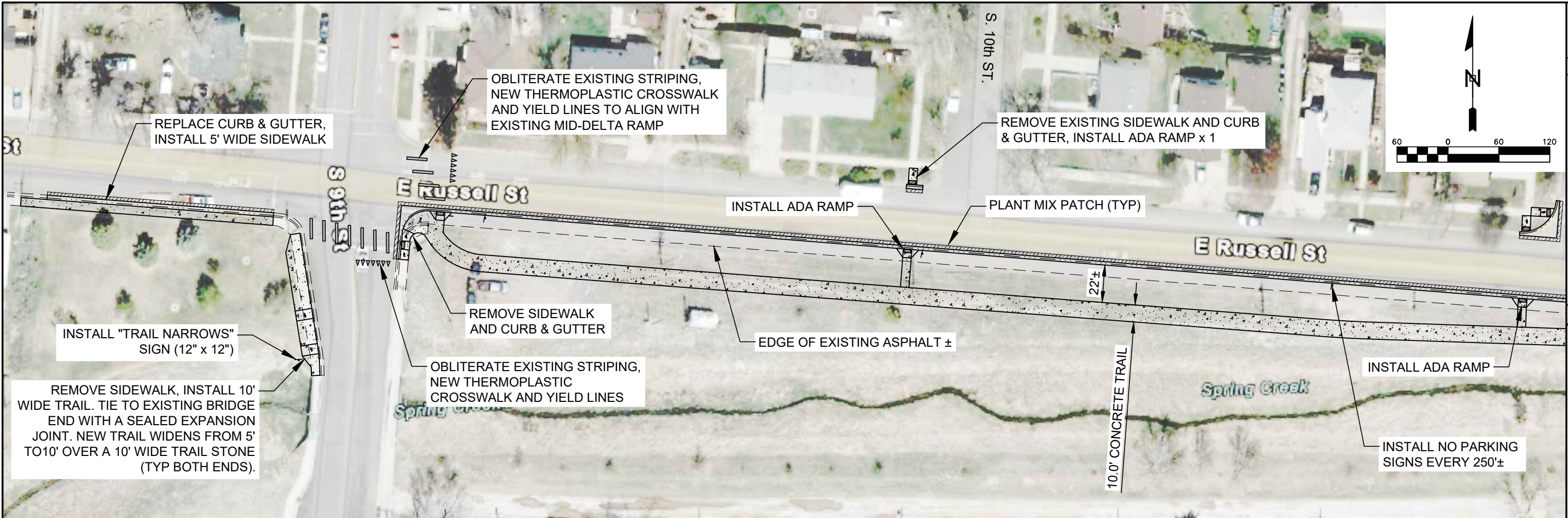
PO BOX 20083 • CHEYENNE, WY 82003 • 307.274.8929

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| DESIGNED: DMH | DATE: DECEMBER 2024 |
| DRAWN: DMH | |

SPRING CREEK TRAIL: PHASE 2

TYPICAL SECTIONS

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THEENA
ENGINEERING

PO BOX 20983 • CHEYENNE, WY 82003 • 307.274.8929

DESIGNED: DMH
DRAWN: DMH

DATE: DECEMBER 2024

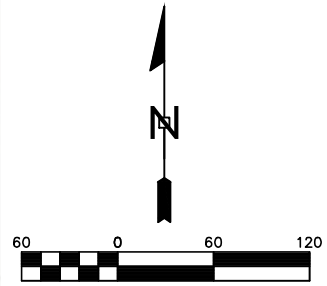
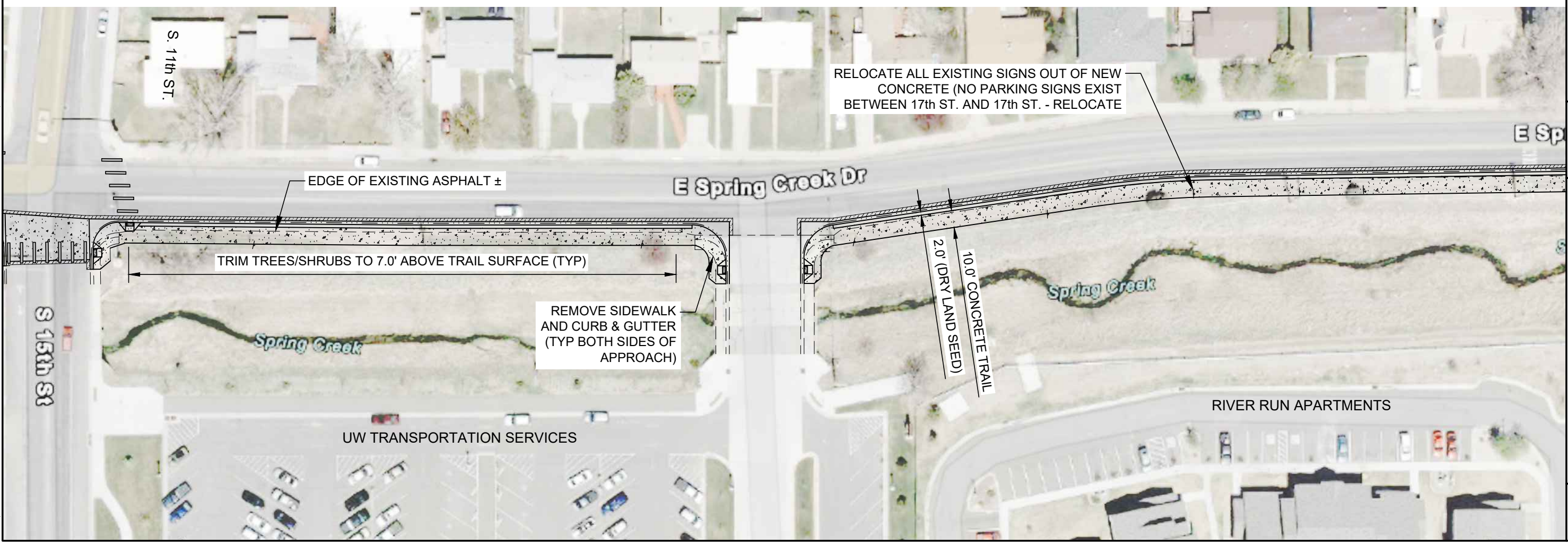
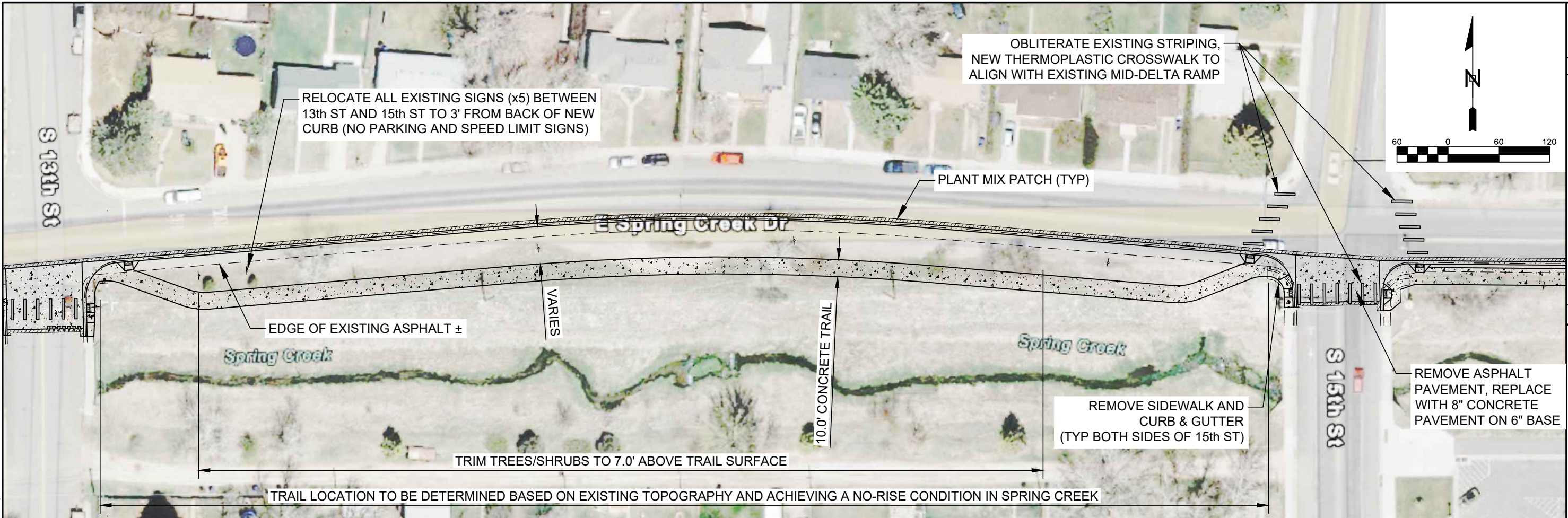
SPRING CREEK TRAIL: PHASE 2

CONCEPTUAL PLAN

DRAWING

3 OF **7**

Drawing Name: D:\THEENA\LARAMIE_SPRING_CREEK_CONTINUATION\SPRINGCREEKTRAIL_CONCEPT.DWG Tuesday, December 31, 2024 4:56 PM By: DARCI HENDON



| REV | DESCRIPTION OF REVISION | BY | DATE |
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THEENA
ENGINEERING

PO BOX 20083 • CHEYENNE, WY 82003 • 307.274.8929

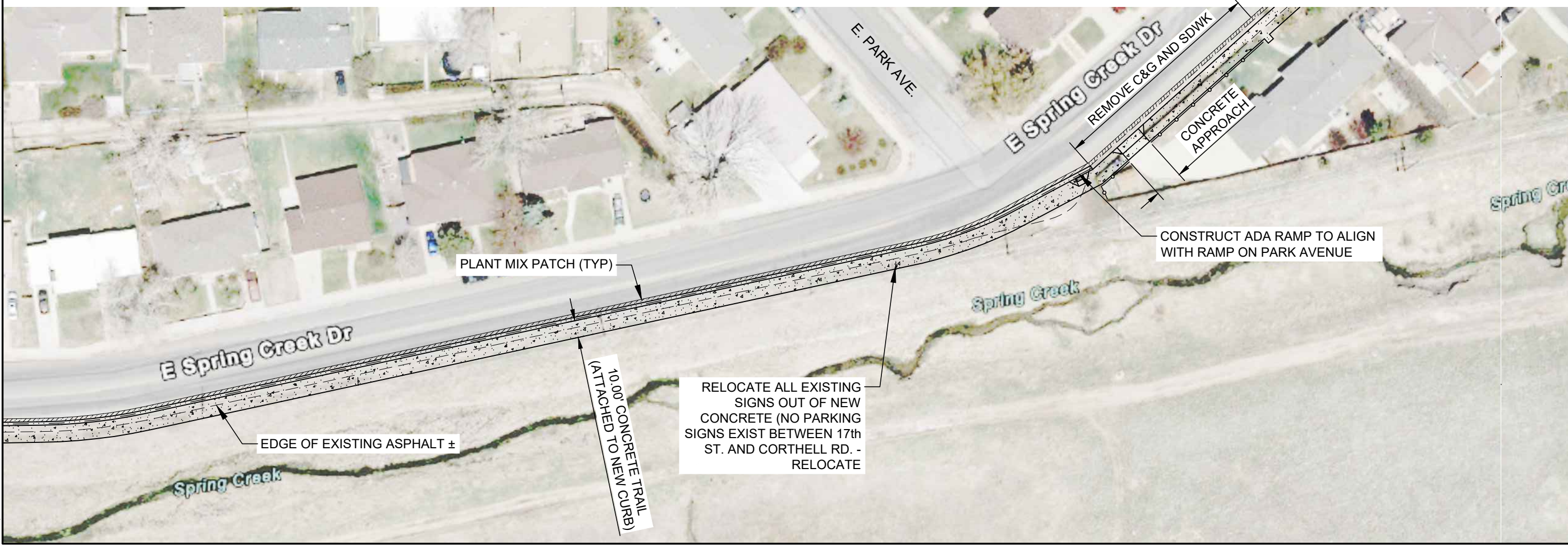
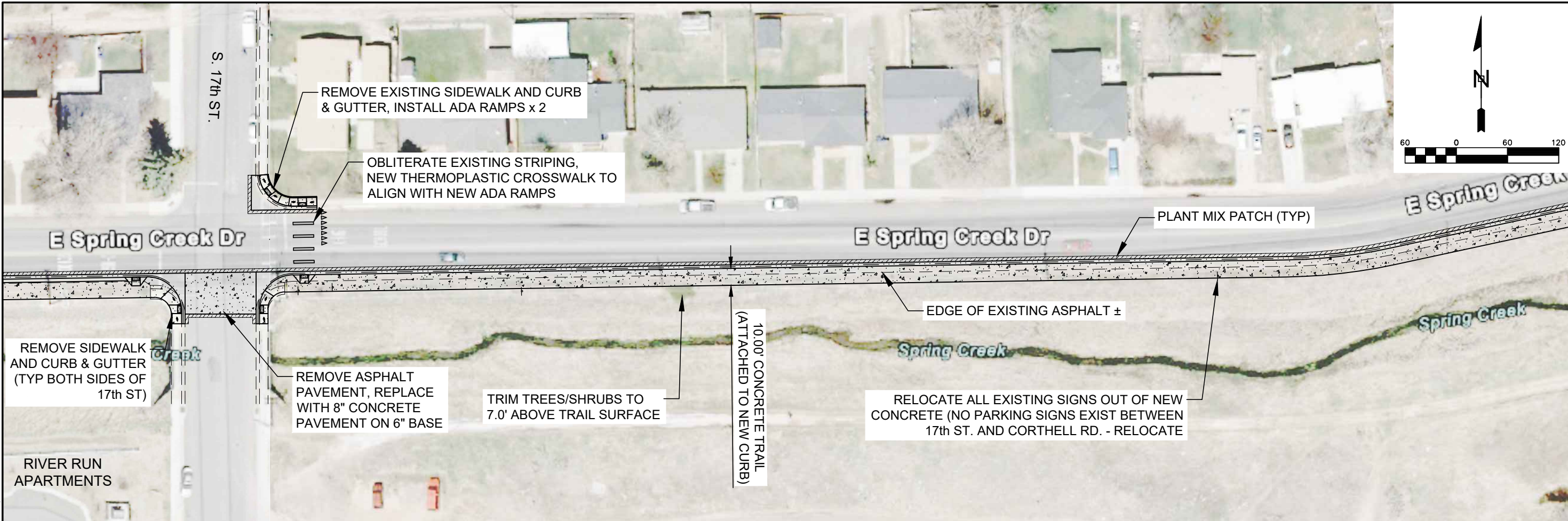
DESIGNED: DMH
DRAWN: DMH
DATE: DECEMBER 2024

SPRING CREEK TRAIL: PHASE 2

CONCEPTUAL PLAN

DRAWING
4 OF **7**

Drawing Name: D:\THEENA\LARAMIE_SPRING CREEK CONTINUATION\SPRINGCREEKTRAIL_CONCEPT.DWG Tuesday, December 31, 2024 4:56 PM By: DARCI HENDON



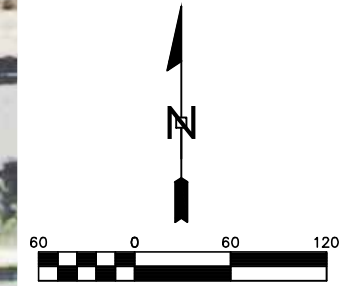
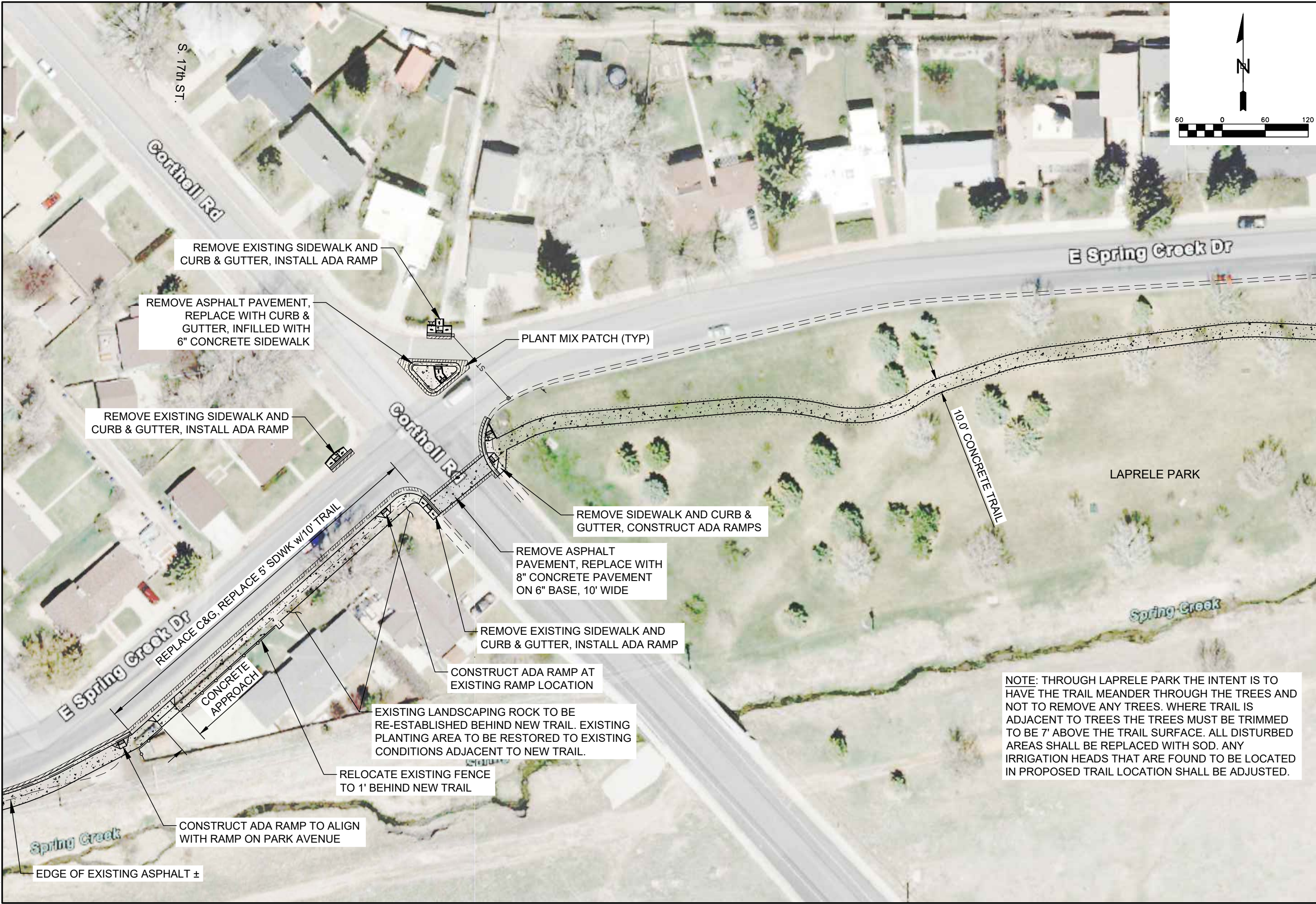
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| | | | |
| | | | |

THEENA
ENGINEERING
PO BOX 20983 • CHEYENNE, WY 82003 • 307.274.8929

DESIGNED: DMH
DRAWN: DMH
DATE: DECEMBER 2024

SPRING CREEK TRAIL: PHASE 2
CONCEPTUAL PLAN
DRAWING
5 OF **7**

Drawing Name: D:\THEENA\LARAMIE_SPRING_CREEK CONTINUATION\SPRINGCREEKTRAIL_CONCEPT.DWG Tuesday, December 31, 2024 4:56 PM By: DARCI HENDON



NOTE: THROUGH LAPRELE PARK THE INTENT IS TO HAVE THE TRAIL MEANDER THROUGH THE TREES AND NOT TO REMOVE ANY TREES. WHERE TRAIL IS ADJACENT TO TREES THE TREES MUST BE TRIMMED TO BE 7' ABOVE THE TRAIL SURFACE. ALL DISTURBED AREAS SHALL BE REPLACED WITH SOD. ANY IRRIGATION HEADS THAT ARE FOUND TO BE LOCATED IN PROPOSED TRAIL LOCATION SHALL BE ADJUSTED.

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THEENA
ENGINEERING

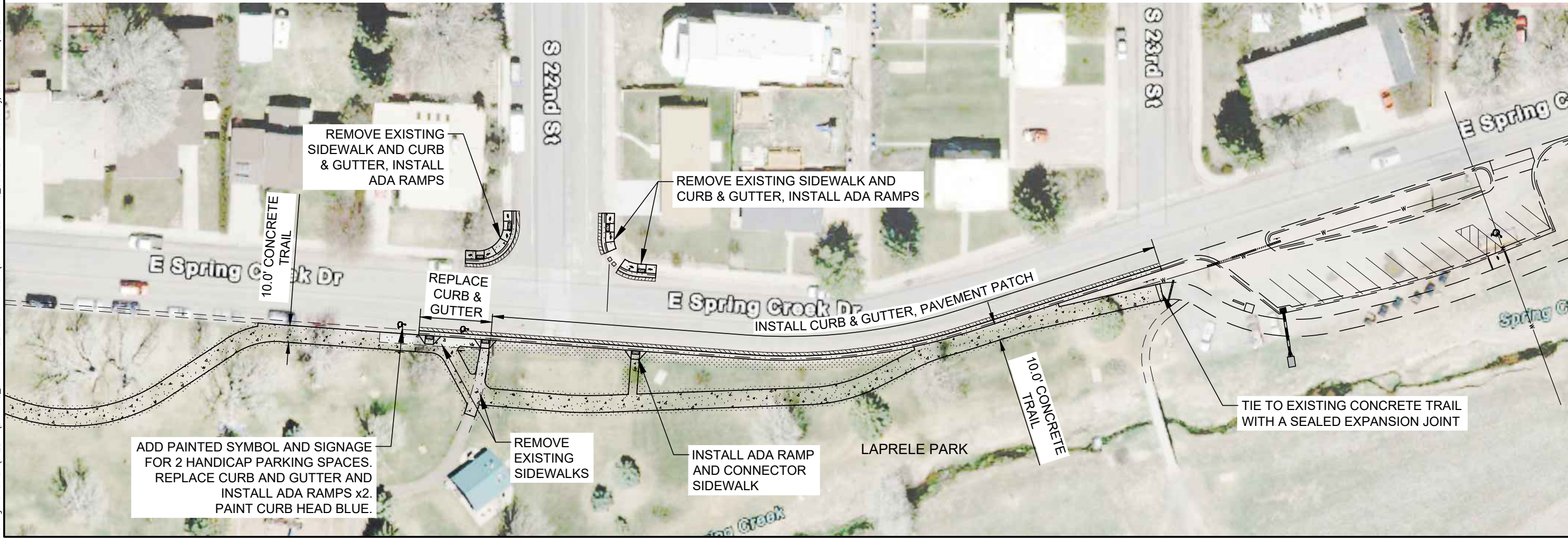
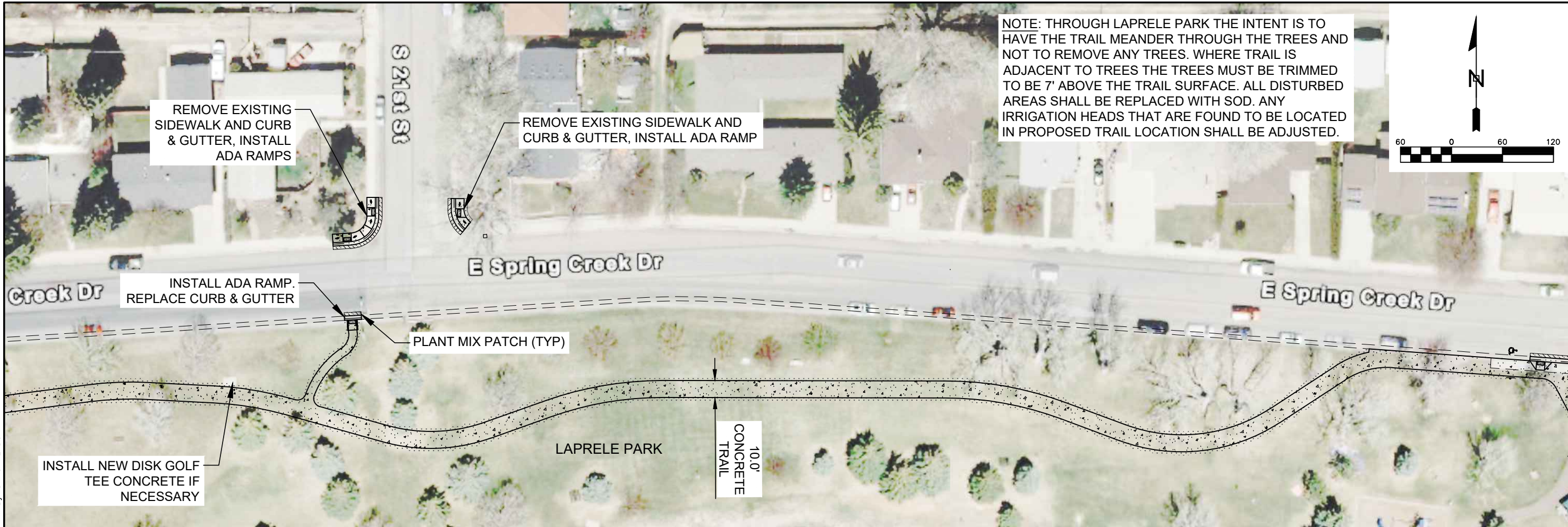
PO BOX 20883 • CHEYENNE, WY 82003 • 307.274.8929

DATE: DECEMBER 2024

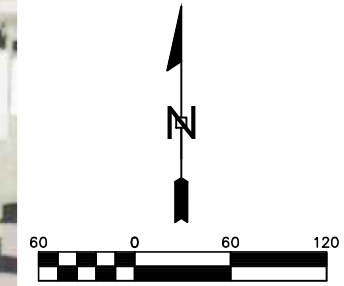
SPRING CREEK TRAIL: PHASE 2

CONCEPTUAL PLAN

DRAWING
6 OF **7**



NOTE: THROUGH LAPRELE PARK THE INTENT IS TO HAVE THE TRAIL MEANDER THROUGH THE TREES AND NOT TO REMOVE ANY TREES. WHERE TRAIL IS ADJACENT TO TREES THE TREES MUST BE TRIMMED TO BE 7' ABOVE THE TRAIL SURFACE. ALL DISTURBED AREAS SHALL BE REPLACED WITH SOD. ANY IRRIGATION HEADS THAT ARE FOUND TO BE LOCATED IN PROPOSED TRAIL LOCATION SHALL BE ADJUSTED.



| REV | DESCRIPTION OF REVISION | BY | DATE |
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THEENA
ENGINEERING
PO BOX 20983 • CHEYENNE, WY 82003 • 307.274.8929

| | |
|---------------|---------------------|
| DESIGNED: DMH | DATE: DECEMBER 2024 |
| DRAWN: DMH | |

SPRING CREEK TRAIL: PHASE 2
CONCEPTUAL PLAN

Planning

Find address or place



Map navigation controls: zoom in (+), zoom out (-), home, location, and full screen icons.

Map interaction buttons: Legend, Map Lay..., and Draw.

Selected features: 0

20 m
50 ft

**DESIGN BUILD CONTRACT BETWEEN CITY OF LARAMIE, WYOMING
AND _____**

1. Parties. This Contract is entered into this ____ day of _____ 2025 by and between City of Laramie, Wyoming, (hereinafter referred to as “City”), whose address is 406 Iverson Avenue, Laramie, Wyoming 82072, and _____ (hereinafter referred to as “Contractor”), whose address is _____. City and Contractor agree to the terms set forth in this document.

2. Purpose of Contract. Contractor shall provide all labor, supervision, materials, equipment, all incidentals, related items and appurtenances, and performing all operations necessary to complete the final design and construction of the Spring Creek Phase 2 project, in accordance with the Advertisement to Bid (hereinafter referred to as “ATB”) documents dated _____, 2025, labeled as the **Spring Creek Phase 2 Project** which is marked Attachment A and attached hereto and incorporated herein.

3. Term of Contract.

A. Time of Commencement and Substantial Completion.

(i) The work under this Contract shall commence upon mutual agreement between both parties, but no later than the last day of _____, 2026 and will be substantially complete within ____ calendar days after the date when the Contract Time commences to run and ready for final payment within ____ calendar days after the date when the Contract Time commences to run.

(ii) Performance under this Contract shall not begin prior to the date upon which the last required signature is affixed to this Contract or the date of the Contractor's receipt of a Notice to Proceed, whichever occurs later.

(iii) Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the use of additional contract time, will in no way operate as a waiver on the part of City of any of its rights under the Contract.

4. Payment.

A. Contract Sum.

(i) City agrees to pay Contractor for the services described herein. The total payment under this Contract shall not exceed _____. No payment shall be made for work performed prior to the date upon which the last required signature is affixed to this Contract or the date of the Contractor's receipt of a Notice to Proceed, whichever occurs later.

(ii) Additional Notices to Proceed shall be issued corresponding to any respective Contract Amendments.

B. Progress Payments.

(i) Contractor may submit monthly invoices for progress payment. Materials included on each invoice must either be installed or stored on site, additionally, any fees for labor must be performed prior to the submission of the invoice. No advance payment for materials or services may be requested. So long as the Contractor is satisfactorily progressing in performance of this contract, City may make monthly progress payments on the contract sum to the Contractor. Pursuant to Wyo. Stat. §16-6-702, City shall withhold five percent (5%) of the calculated value of any work completed until one hundred percent (100%) of the work required by the contract has been performed. The withheld percentage of the contract price shall be retained in an account in the name of the Contractor which has been assigned to City. Before the withheld percentage payment is made, City shall determine that satisfactory and substantial reasons exist for the payment and shall require written approval from any surety furnishing bonds for the contract work.

(ii) No payments under W.S. 16-6-116(a) shall be made until the Contractor files a sworn statement, stating that all claims for material and labor performed under the Contract have been and are paid for the entire period for which the payment is to be made. The sworn statement shall be filed with the public entity which the contract has been made, as designated in Wyo. Stat. § 16-6-117.

(iii) If any claim for material and labor is disputed, the sworn statement shall so state, and the amount claimed to be due the subcontractor or materialmen may be filed by the claimant as a claim against the general contractor's surety bond. Payment to the general contractor under W.S. 16-6-116(a) shall be paid without regard to any pending claims against the general contractor's surety bond unless the public entity has actual knowledge that the surety bond is deficient to settle known claims, in which case an amount equal to disputed claims may be withheld.

(iv) If it becomes necessary for City to take over the completion of the Public Work, all amounts owed the Contractor, including any payment retained under W.S. 16-6-702(b), shall first be applied toward the cost of completion of the Public Work, as provided in Wyo. Stat. §16-6-703, as amended. Any balance of the retained payment remaining after completion of the public work by City shall be payable to Contractor or Contractor's creditors. The retained payment which may be due to Contractor shall be due and payable as prescribed by Wyo. Stat. §16-6-116(a).

C. Final Payment.

(i) Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by City to the Contractor when the Contract work has been completed, and the Contract fully performed. The Contractor shall make its request for final payment in writing to City. The Contractor's request for final payment must include the final reconciliation of the return of, and any restocking charges applied by the suppliers for any unused materials in storage. City shall determine in writing when the Contract work has been completed. Final payment will be made pursuant to Wyo. Stat. §§ 16-6-116 and 16-6-117, as amended.

(ii) No final payment will be made until the Contractor provides a warranty security in the form of a certified or cashier's check or bond issued by a surety meeting the requirements of the General Conditions. The certified or cashier's check or bond shall be in the amount of the 5% of the original contract amount and shall have an expiration date consistent with the final correction or warranty period.

5. **Responsibilities of Contractor.**

A. The Contractor shall perform all work on the described project as required by the Contract documents. The work to be performed includes the labor and services necessary to produce such work, and all materials, supplies, tools, transportation, equipment, and machinery required for the work.

6. **General Provisions.**

A. **Ownership of Documents/Work Product.** All documents, reports, records, field notes, materials, and data of any kind resulting from performance of this Contract are at all times the joint property of the Contractor and City. Upon termination of the Contract all of the above documents return to the City.

B. **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 of Laramie 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 City, or to incur any obligation of any kind on the behalf of City. The Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to City of Laramie employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.

C. **Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.

D. **Insurance.** The Contractor shall maintain the following insurance:

(i) **Comprehensive General Liability.** Contractor shall have and maintain comprehensive general liability insurance coverage during the entire term of the Contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground, collapse and explosion (XCU) and products and completed operations in an amount not less than five hundred thousand dollars (\$500,000.00) each occurrence and one million dollars (\$1,000,000.00) in the general aggregate.

(ii) Workers Compensation or Employers Liability Insurance.

Contractor shall provide proof of workers compensation coverage, for all its employees who are to work on the projects described in this Contract. Contractor's coverage shall be under the Wyoming Workers Safety and Compensation program, if statutorily required, or such other workers compensation insurance as appropriate. Contractor's insurance shall include A Stop Gap coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per employee for each accident and disease. Contractor shall have also supply proof of workers' compensation and employer's liability insurance on each subcontractor before allowing that subcontractor on the job site.

(iii) Business Automobile Liability. Contractor shall maintain, during the entire term of the contract, automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.

(iv) Coverage. All policies required under this Contract shall be in effect for the duration of this Contract and projects. All policies shall be primary and not contributory. Contractor shall pay the premiums on all insurance policies and insurance certificates must include a clause stating that the insurance may not be revoked, cancelled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to City.

(v) Additional Insured. All insurance policies required by this Contract, except workers' compensation, shall name City as an additional insured, and shall contain a waiver of subrogation against City, its agents and employees. Contractor shall provide, upon request a copy of an endorsement providing this coverage.

(vi) City's Right to Reject. The City reserves the right to reject a certificate of insurance if Contractor's insurance company is widely regarded in the insurance industry as financially unstable. This would include but is not limited to insurance companies with no less than AVIII rating in the A.M. Best insurance rating guide.

(vii) Subcontractors. The insurance requirements set forth above apply to all subcontractors. It is Contractor's responsibility to ensure that its subcontractors meet these insurance requirements. City has the right to review the Certificates of all subcontractors used by the Contractor.

(viii) Cancellation. There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent to not renew insurance coverage without thirty (30) days written notice from Contractor or their insurers to City. Any failure to comply with the reporting provision of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage provided to City and its division, officers and employees.

E. Indemnification. The Contractor shall release indemnify, and hold harmless the state, City, and their officers, agents, employees, successors and assignees from any cause of action, or claims or demands arising out of Contractor's failure to perform any of the Contractor's

duties and obligations under or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, law suits, losses or liability arising out of Contractor's malpractice performance under this Contract.

F. Audit/Access to Records. The Contractor shall, immediately upon receiving written instruction from City, provide to any independent auditor, accountant, or accounting firm, all books, documents, papers and records of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by City. There will be no cost for audit expense for City request to the Contractor.

G. Publicity. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, shall identify City as the sponsoring City and shall not be released without prior written approval from City.

H. Assignment, Transfer and Subcontracting. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set for in this Contract without the prior written approval 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 City. No such written approval shall relieve the Contractor of any obligations of this Contract and any transferee or subcontractor shall be considered the agent of the Contractor. The Contractor shall remain liable as between the original parties to the Contract as if no such assignment had occurred.

I. Compliance With Laws. The Contractor shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Contract or any properly promulgated rules and regulations related thereto, and Section 504 of the Rehabilitation Act of 1973.

J. Wyoming Product Preference. Unless otherwise provided in the Contract, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of work, whether temporary or permanent. The Contractor shall comply with all resident and other preference requirements, including but not limited to those applicable to labor, materials and subcontractors. The Contractor agrees to provide Wyoming made goods where those goods are comparable in price and quality to those required by this Contract.

K. Termination of Contract. This Contract may be terminated for cause if the Contractor or City fails to perform in accordance with the terms and conditions of this Contract following delivery of a written thirty (30) day notice stating the grounds for such default.

L. Applicable Law/Venue. The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The courts of the State of

Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.

M. Nondiscrimination. Nondiscrimination. The Contractor shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity", as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), 42 U.S.C. 12101, et seq., the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), the Wyoming Human Rights Act, and the Age Discrimination Act of 1975.

All parties of this Contract agree that all hiring must be done on the basis of merit and qualifications. There may be no discrimination on the basis of race, color, religion, creed, political ideas, sex, sexual orientation, gender identity, age, marital status, physical or mental disability, or national origin by the person or persons performing the Contract including, but not limited to, the prevailing wage laws.

N. Entirety of Contract.

(i) The Contract shall consist of this document and its terms and conditions and the following documents: The Advertisement to Bid, Instructions to Bidders, Bid Form, Signature Sheets, Performance and Payment Bond, General Conditions, Supplementary Conditions, Specifications, Supplementary Specifications, Special Provisions, Notice to Proceed, duly issued Change Orders, Extra Work Orders and Field Orders, Addenda, and all modifications issued after execution of this Contract. The Contract documents are as fully a part of this Contract as if hereto attached or herein repeated. The Contract documents are complementary and what is required by one shall be as binding as if required by all. The Contractor warrants that it has carefully examined and understands all of the Contract documents listed above, prior to starting any work under this Contract. The Contractor has not identified any issues from the above documents or site conditions which would prevent accomplishing the entire work as outlined in the Project Manual which is marked Attachment A and attached hereto and incorporated herein. Modifications include but are not limited to the following: (1) change orders (2) extra work orders or (3) addenda entered into by the parties pursuant to the terms of the Contract.

(ii) The Contract does not include prior negotiations, or any other documents not specifically enumerated in the contract documents delineated in subparagraph (A) above.

(iii) This Contract, consisting of _____ pages, along with the documents explicitly enumerated in Paragraph 6 (N) above and Attachment A entitled Project Manual for Laramie Bike Park Design-Build Project, dated _____, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. The Contractor shall report to City any error, inconsistency or omission it may discover. City, after consulting with the Contractor, will decide on correction of such error. The Contractor may request a change order, under the change order provisions of this Contract, in conjunction with any required correction, if appropriate.

(iv) The terms and language set forth in this Contract have been negotiated by City and the Contractor and have not been drafted unilaterally by either party. By executing this Contract, the Contractor represents that it has carefully read, studied, compared and examined all contract documents, including the specifications, is satisfied with the sufficiency of the contract documents, and shall not, at any time, complain of defects or inaccuracies in such documents, specifications or drawings.

P. Confidentiality of Information. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by City for its release.

Q. Force Majeure. Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the non-performing party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and usually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the non-performing party.

R. Kickbacks. 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. If the Contractor breaches or violates this warranty, City may, at its discretion, terminate this Contract without liability to City, or deduct from the contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

S. Notices. All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, e-mail, or delivery in person.

T. Liaison and Notice. City Project Manager & Contractor Superintendent.

(i) City project manager is Michael Bork, telephone number: (307) 721-5260 and email: mbork@cityoflaramie.org.

(ii) The Contractor's Project Superintendent is _____, telephone number: _____ and email: _____.

(iii) All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison above, and mailed first-class, postage prepaid. All notices sent via

U.S. Postal Services are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

U. **Sovereign Immunity.** The City does not waive sovereign immunity by entering into this Contract, and specifically retains immunity and all defenses available to them as sovereign pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

V. **Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

W. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

X. **Americans with Disabilities Act.** Contractor shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101 *et seq.* and any properly promulgated rules and regulations related thereto.

Y. **Warranty.** Contractor warrants the following:

(i) has the ability to perform the agreed services;

(ii) shall provide suitable resources to perform work in accordance with agreed services;

(iii) will endeavor to provide the services herein on a timely basis consistent with the difficulty and scope of services to be provided; and

(iv) shall perform all work in a professional and workmanship like manner.

Z. **Patent or Copyright Protection.** Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by Contractor or its subcontractors will violate any such restriction.

AA. **Extension.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be requested by the Contractor and following approval by City shall be effective

only after it is reduced to writing and executed by all parties to the Contract. Any agreement to extend this Contract shall include, but not necessarily be limited to: an unambiguous identification of the Contract being extended; the term of the extension; the amount of any payment to be made during the extension, or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Contract shall, unless explicitly delineated in the exception, remain as they were in the original Contract; and, if the duties of either party will be different during the extension than they were under the original Contract, a detailed description of those duties.

BB. Availability of Funds. Each payment obligation of City is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Contractor, the contract may be terminated by City at the end of the period for which the funds are available. City shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to City in the event this provision is exercised, and City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be constructed to permit City to terminate this Contract to acquire similar services from another party.

CC. Award of Related Contracts. City may undertake or award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and City in all such cases.

DD. Time is of the Essence. Time is of the essence in all provisions of the Contract.

EE. Titles Not Controlling. Titles of paragraphs and sections are for reference only and shall not be used to control the language in the contract.

FF. 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 attempt to renegotiate the terms affected by the severance.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Laramie City Council has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and Contractor has signed and executed this Agreement, the day and year first written above.

CITY OF LARAMIE, WYOMING:

By: _____
Sharon Cumbie, Mayor and President
City of Laramie, City Council

Attest: _____
Nancy Bartholomew, CMC
City of Laramie, City Clerk

CONTRACTOR:

By: _____

Title: _____



Spring Creek Trail Phase 2

Prepared for
City of Laramie

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 - 04 - Bonding Capability
 - 05 - Current & Projected Workload
 - 05 - Staffing & Project Organization
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Executive Summary.

Big Huhnks Excavation, Inc. is pleased to submit our response for the RFQ regarding the Spring Creek Trail Phase 2 project. Our firm delivers a practical, results-driven approach to public infrastructure construction, combining experienced field leadership with efficient project coordination to meet schedule, budget, and performance goals.

Our team begins each project with a clear understanding of project objectives, site conditions, and community impact. For Spring Creek Trail Phase 2, this includes careful attention to grading, drainage, accessibility, environmental considerations, and public safety. We work closely with owners, engineers, and inspectors to develop constructible solutions that minimize risk, reduce delays, and ensure long-term durability.

Big Huhnks Excavation, Inc. brings proven experience in excavation, concrete, and site development for public infrastructure projects. Through hands-on management, detailed scheduling, and proactive problem-solving, we maintain control of both cost and timeline while delivering high-quality results.

Safety is fundamental to our operations. We maintain a strong safety culture focused on planning, accountability, and protection of workers and the public, particularly in active community spaces.

QUALIFICATION STATEMENT

We confirm our ability to meet or exceed all minimum qualification requirements and affirm our intent to submit a detailed proposal if selected for Phase 2. Big Huhnks Excavation, Inc. is prepared to mobilize promptly and deliver a successful project that enhances connectivity, recreation, and community value.

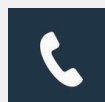
Commitment Statement

Big Huhnks Excavation, Inc. has the personnel, equipment, and resources necessary to fully support the Spring Creek Trail Phase 2 project. We confirm our ability to meet the minimum project schedule, including participation in design activities beginning February 2026 and completion by November 2026.

Our current workload allows us to dedicate the required staff and resources to this project. If selected, Big Huhnks Excavation, Inc. intends to submit a complete and responsive proposal in accordance with the Phase 2 Request for Proposal.

Single Point of Contact

Tara Smith

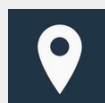


Office: 307-721-8977

Cell: 307-761-3457



BHExcavation@hotmail.com



P.O. Box 1723
Laramie, WY 82073

17 Terra Firma Trail
Laramie, WY 82072



Background and Experience

Qualifications

Licensure:

City of Laramie-
General Contractors License
Class C Contractor
Water and Sewer Contractor

Secretary of State-
Wyoming Business

Big Huhnks Excavation, Inc. has been in continuous operation since 2005 and brings extensive experience in all aspects of earthwork and site development. What began as a small operation has grown into a well-established excavation and construction company known for reliability, versatility, and quality workmanship. The company completes multiple projects each year, with contract values ranging from approximately \$50,000 to \$3 million. No project is considered too large or too small. Big Huhnks Excavation takes pride in its ability to adapt to a wide range of project scopes and to provide flexible, client-focused solutions.

Based in Laramie, Wyoming, Big Huhnks Excavation, Inc. performs work exclusively within the state of Wyoming, with a primary focus on Albany County. Over the years, the company has developed strong, lasting relationships with a diverse network of clients through consistent performance and dependable service. Project experience includes residential, commercial, and public-sector work.

Big Huhnks Excavation maintains a close-knit workforce of approximately 15 to 25 employees throughout the year. This structure allows the company to offer a more personal level of service than larger corporations. Clients benefit from prompt communication, responsive staff, and direct collaboration with company leadership, including hands-on involvement from the owner.

LEAD ON SIMILAR PROJECTS

Laramie Rotary Clubs
Park at Grand View
Heights

Wyoming Ave.
Phase 2

Vista Grande Estates

Sundance Hill
Subdivision

January 05, 2026

Re: Big Huhnks Excavation, Inc.

To Whom It May Concern:

I understand that Big Huhnks Excavation, Inc. is currently bidding or is desirous of bidding projects to your organization. This is to advise you that, based upon our current information, we are willing to entertain bonds for this organization for construction contracts up to the amounts of \$5,000,000 (Single Job) / \$10,000,000 (Aggregate), subject to the usual underwriting criteria.

Please understand that any arrangements for surety credit is a matter between contractor/applicant and ourselves and we assume no liability to any third parties if for any reason we do not supply bonds.

This letter is not an assumption of liability nor is it a bond. It is issued only as a letter of recommendation on behalf of our client.

Sincerely,



Kyle Ergenbright
Underwriter

Current & Projected Workload

Spring 2026

Cathy Gardens - Shepard Construction - Commercial Build - Rawlins, WY
 Snowy Range Evangelical Free Church - Shepard Const.- New Build - Laramie, WY

Currently our scheduled workload is minimal, and we are currently bidding several projects in the area.

Key Personnel

Tara Smith

- Construction Manager
- Accounts Manger
- 12+ years experience
- 307-761-3457

Nate Huhnke

- Owner
- Project Manager
- 20+ years experience
- 307-438-1897

Ben Huhnke

- Owner
- Superintendent
- 20+ years experience
- 307-349-2148

Construction Manager

Superintendent

Project Manager

Foreman

Subcontractors

Crew on Site

Shane Kupilik

- Lead Foreman
- Equipment Operator
- 15+ years experience
- 307-760-8079

Subcontractors

- Dwel, Inc.
- Bustos Concrete
- Let R' Buck Landscaping
- Laramie Land Surveying

Ben Huhnke**Owner | Advanced Equipment Operator | Superintendent****Professional Summary**

Experienced construction and excavation Superintendent with over 20 years of hands-on leadership in earthwork and site development. Owner of Big Huhnks Excavation since 2005, bringing advanced equipment operation expertise, strong jobsite supervision, and disciplined project management. Highly organized, practical, and self-motivated, with a proven ability to work effectively with owners and customers while keeping projects on schedule.

**Professional Experience**

Big Huhnks Excavation, Inc.

2005 – Present

- Serves as Superintendent overseeing all phases of excavation and site work for residential and commercial projects.
- Leads daily field operations, manpower coordination, and equipment utilization.
- Acts as primary point of contact between owners, customers, and field crews.
- Maintains project schedules and ensures timely completion of work.
- Provides advanced heavy equipment operation support as needed on active jobsites.
- Enforces safety standards, quality control, and efficient work practices.
- Demonstrates hands-on leadership and accountability across multiple projects.

Nate Huhnke**Owner | Project Manager | Estimator****Professional Profile**

Construction and excavation professional with extensive experience in project management, estimating, and coordination of earthwork and site development projects. As Owner and Project Manager, provides leadership from pre-construction through completion, ensuring accurate estimates, efficient coordination, and timely project delivery. Highly organized, detail-oriented, and self-motivated, with strong communication skills and a practical, solutions-focused approach.

**Professional Experience**

Big Huhnks Excavation, Inc.

2005 – Present

- Leads all estimating and pre-construction activities, including quantity takeoffs, cost analysis, and bid preparation.
- Manages project coordination from award through completion, serving as the primary point of contact for owners, contractors, and clients.
- Develops project schedules and coordinates labor, equipment, and subcontractors to meet deadlines.
- Oversees multiple projects simultaneously while maintaining organization, accuracy, and accountability.
- Works closely with field supervision to resolve issues and maintain efficient workflow.
- Ensures clear communication, documentation, and follow-through on all project requirements.
- Supports company operations through strategic planning, budgeting, and customer relationship management.

Shane Kupilik
Lead Foreman | Heavy Equipment Operator

Professional Summary

Experienced construction professional with over 15 years of hands-on field leadership in excavation and site development. Employed with Big Huhnks Excavation since 2010, serving as Lead Foreman and primary equipment operator. Oversees on-site crews, coordinates daily work activities, and ensures projects are completed safely, efficiently, and according to plan. Highly skilled across a wide range of heavy equipment with a strong reputation for leadership, reliability, and jobsite organization.



Professional Experience

Lead Foreman / Equipment Operator

Big Huhnks Excavation, Inc.

2010 – Present

- Oversees all field personnel on active jobsites, providing daily direction and supervision.
- Coordinates crew activities to maintain productivity, safety, and quality standards.
- Operates heavy equipment at a high level of proficiency to support all phases of excavation and earthwork.
- Serves as a key link between field crews and project management to ensure clear communication and execution.
- Monitors job progress, addresses field issues, and implements practical solutions.
- Maintains jobsite organization, safety compliance, and workflow efficiency.

Tara Smith

Construction Manager | Accounts Specialist | Office Manager

Professional Summary

Construction management professional with over 10 years of experience overseeing operations, financial administration, and office management for Big Huhnks Excavation. Manages all company documentation, employee administration, accounting functions, and internal systems. Highly organized, dependable, and central to day-to-day business operations and project support.



Professional Experience

-Construction Manager / Accounts Specialist / Office Manager

Big Huhnks Excavation, Inc.

2013 – Present

- Manages all company paperwork, contracts, submittals, and compliance documentation
- Oversees employee management including hiring, onboarding, and termination
- Handles accounts receivable, accounts payable, and bookkeeping
- Manages fleet documentation and tracking
- Supports estimating, quantity takeoffs, and bid preparation
- Oversees marketing, advertising, website, and social media
- Provides IT support and manages company security systems

-Custom Homes Design Consultant

Gateway Construction

2008 – 2012

- Assisted clients with custom home design selections and documentation
- Coordinated design details with construction teams



Previous Work

Big Huhnks Excavation, Inc. has completed countless excavation and site development projects for the City of Laramie, the University of Wyoming, and private clients throughout southeastern Wyoming. Our experience includes utilities, road construction, commercial and residential building sites, demolition, parks, and subdivision development. Since 2005, we have delivered reliable, high-quality work while maintaining schedules and coordinating closely with owners and project teams.

01

Wyoming Ave. Phase 2 - May - November 2025

\$2,192,000.00 Project

City of Laramie

Ridge Leinen

02

Laramie Rotary Cubs Park July 2024 - June 2025

\$2,460,000.00 Project

City of Laramie

Todd Feezer

03

Sundance Hill Subdivision - January 2024 - May 2025

\$1,370,000.00 Project

Quadline Group, LLC

Todd and Deby Forry

04

Vista Grande Estates - January 2018 - July 2020

\$800,000.00 Project

Thomas Wolfe





December 19, 2025

City of Laramie
Laramie, Wyoming

Re: Letter of Reference for Big Huhnks Excavation, Inc.

To Whom It May Concern,

I am pleased to provide this letter of reference in support of Big Huhnks Excavation, Inc. as part of their design-build proposal to the City of Laramie.

Our organization has worked closely with Big Huhnks Excavation, Inc. on the infrastructure work for Phase I and Phase II of the Sundance Hills development project. Throughout both phases, Big Huhnks Excavation, Inc. consistently demonstrated a high level of professionalism, technical competence, reliability, on-time and within budget.

Their team delivered work on time, communicated clearly and proactively, and took great pride in the quality of their work. Coordination with our team was seamless, and Big Huhnks Excavation, Inc. approached each phase with strong planning, attention to detail, and a solution-oriented mindset that supported overall project success.

Big Huhnks Excavation, Inc. sets itself apart through exceptional communication and customer service. In an industry where strong customer service can be difficult to find, they stand out as a gold standard. They are first-in-class in the services they perform and consistently operate with accountability, responsiveness, and integrity.

Based on our experience on the Sundance Hills project, I would confidently recommend Big Huhnks Excavation, Inc., for this project and future work with the City of Laramie. They have proven to be a dependable partner and an extension of our team, and we would welcome the opportunity to work with them again.

Please feel free to contact me if you require any additional information.

Best Regards,

A handwritten signature in black ink, appearing to read 'Deby L. Forry'.

Deby L. Forry, Esq.
Managing Member

TOM WOLFE (512) 422-6505

KELLY WOLFE (512) 496 9695



INFO@VISTA-GRANDE-ESTATES.COM

WWW.VISTA-GRANDE-ESTATES.COM

January 30, 2025

To whom it may concern:

I am writing this reference letter from the perspective of my working relationship with Big Huhnks Excavation.

The first perspective is as the CEO of Premier Bone and Joint for 14 years. I employed the services of Big Huhnks on several projects, more recently the excavation, utilities, and foundation work and extensive parking lot for our new surgery center, and presently they are engaged in reworking our east employee parking lot to meet city code requirements. I have found their work to be accurate in terms of grade levels and the technical components of making a proper foundation for a large building, including the drainage component.

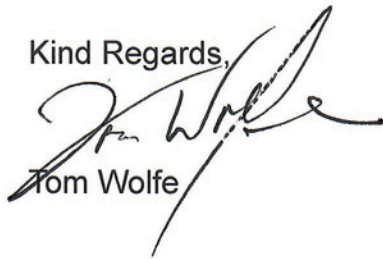
The second perspective is as the developer of Vista Grand Estates subdivision, Big Huhnks has served in several capacities in that effort. They have constructed many miles of excellent roads inside the subdivision, laid utilities, and prepared foundation for 30,000 sq. ft. outdoor riding arena, again meeting code requirements for proper crowning and width of the roadways, and including the analysis of drainage requirements and appropriate culverts and other aspects to control water flow. In addition, Big Huhnks has prepared the foundation for our 27,000 sq.ft. indoor riding arena which included pad, layout, proper elevation and drainage, and prepared footings for a 300 foot-long building with concrete and rebar to reinforce the building length-wise and width-wise. They have conformed the landscape to achieve proper drainage such that I have no issues in snow or heavy downpour situations as they have "sculptured" my difficult landscape situation to allow for efficient water movement away from all critical areas.

I have known the Big Huhnks owners for many years and have also seen several

other jobs and projects which they have completed efficiently and in a high-quality work product.

In summary, I clearly believe when it comes to excavation, dirt work, foundation, streets and curbs, and concrete work, you will find no other company that produces the quality work as does Big Huhnks Excavation. Most importantly, they are honest, forthright, and at all times act professionally and appropriate in their business relationships, and strive to provide the best service possible meeting critical deadlines and budgets. I can honestly highly recommend the Big Huhnks Excavation Company to you for your future projects.

Kind Regards,

A handwritten signature in black ink, appearing to read "Tom Wolfe". The signature is stylized with a large, sweeping initial "T" and "W".

Tom Wolfe

SHEPARD CONSTRUCTION, INC

P.O. Box 153 * 2105 E. Daley * Rawlins, Wy 82301

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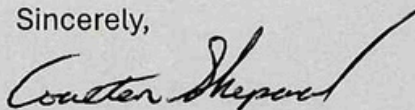
December 22, 2025

To whom it may concern,

I am writing to recommend Big Huhnks Excavation, whom we have known and worked with for over 15 years, as a candidate for your project. Shepard Construction Inc. has been in business for 39 years and have worked with many sub-contractors from across the state and Big Huhnks has undoubtedly become one of our top choice Civil Contractors. Within our experience with Big Huhnks their work has always been precise, timely, and budget friendly. They have always shown themselves to be team players pertaining to a jobsite, always respectful to the design team, owners, and other trades, making the entire process run smoothly. Their adaptiveness to problem solving and keeping projects on schedule is extremely efficient. We look forward to a long relationship with the Big Huhnks.

I have no doubt Big Huhnks Excavation will be an asset in the success of your project and I give my highest recommendation. If I can provide any further assistance, do not hesitate to contact me.

Sincerely,



Coulten Shepard



December 19, 2025

Subject Line: Big Huhnks Excavation, Inc. Recommendation Letter

To whom it may concern,

I am writing this letter as a recommendation for Big Huhnks Excavation, Inc.'s Request for Qualifications for the Spring Creek Trail Phase 2 project. Big Huhnks Excavation, Inc. has worked with the City of Laramie as a civil contractor on many street, park, and civil projects. My specific work experience with Big Huhnks Excavation, Inc. includes the Scout Park Improvement Project and the construction of the Laramie Rotary Clubs Park at Grand View Heights, Laramie's newest park.

The specific projects in which I worked with Big Huhnks Excavation, Inc. were enhanced by the creativity, craftsmanship, professionalism, and guidance of both Nate & Ben Huhnke. Their company is big enough to handle major projects, however, takes the time to ensure our public funds are expended properly. On the Rotary Clubs Park project, Nate developed and implemented an alternate restroom concept that saved the total project more than seventy-five thousand dollars.

I am happy to recommend Big Huhnks Excavation, Inc. for any future projects. We have had successful projects with them in the past and only expect that you will find the same success on any projects that you have with them in the future. Feel free to contact me by email at tfeezer@cityoflaramie.org or by phone at 307.721.5226 with any questions you may have about our experience with Big Huhnks Excavation, Inc.

Sincerely,

Todd Feezer, Interim City Manager
Laramie, Wyoming

UNIVERSITY OF WYOMING

UW Operations – Utilities Management and Facilities Engineering
1000 E. University Ave. • Department 3227 • Service Building • Laramie, WY 82071
(307) 766-2077 • FAX (307) 766-4040 • www.uwyo.edu

December 22, 2025

Re: Letter of Recommendation for Big Huhnks Excavation, Inc. and Nate Hunke

Dear RFQ Selection Committee,

I am writing to you to recommend Big Huhnks Excavation, Inc. for your present and future construction needs. Big Huhnks is a locally-owned company that specializes in heavy civil excavation, ground work, and utility connections. As we are minimally staffed in UW Operations, we often rely on Big Huhnks Excavation, Inc. and specifically, Nate Hunke, to provide us with timely and accurate estimates during utility infrastructure emergencies. Nate and his staff are professional, courteous, safety-conscious and deliver quality construction and repairs in a timely manner. Nate is also an exceptional communicator and touches base multiple times a day, especially when he encounters unexpected field conditions. He also adheres to all 811 requirements and keeps our locating staff informed of any issues and he is skilled at taking a photographic record of his completed work.

Big Huhnks has performed a number of projects for us over the last two years. Specific projects during this time-period include:

1. Repairing a water main break outside the Engineering Building. This project was especially difficult as the temperature was well below freezing at the time.
2. Repaired a domestic water line break at the Agronomy Farm on HWY 230
3. Replaced five fire hydrants on campus due to age.
4. Replaced a sanitary sewer lateral adjacent to Ivinson Ave
5. Emergency storm sewer replacement – Big Huhnks replaced an old reinforced concrete line that was broken in multiple locations. This project also included a level of complexity as the pipe in question also penetrated part of our tunnel system.
6. Repairing a water main break at Spanish Walk apartments.
7. Excavated Bradley street within the UW Utility corridor to facilitate air vent replacement.

Additional projects over the past 8 years include repairing a water main at Spanish Walk (different location than above), repairing a storm line break at our Central Energy Plant, decoupling City of Laramie domestic water from the campus irrigation system near the West Stadium, and excavation exploration to help locate a suspected steam line breach near the former Wyo Hall location.

The largest recent project Big Huhnks Excavation has performed on campus was the civil work at the Law Building addition. Their work included chilled water, domestic water, fire mains and dirt work. Although I was not directly supervising this work, I can again attest that Nate kept

our Utilities Management and Plumbing Shop apprised of all work and requested our presence for witness of pressure testing. This work was completed three summers ago and I have had zero issues with his installations in that time. I also appreciated that he provided input on the civil redlines for our permanent record.

Big Huhnks is a very capable contractor that is able to provide the manpower and equipment needed for a multitude of jobs. As we often reach out to them on short notice for emergency work, they are always ready to accommodate and complete the jobs that arise around our facilities. They are timely and prudent and produce great results with their knowledge and expertise in their field.

Sincerely,



Shantel Utton, PE, CEM
Deputy Director, Engineering and Utilities Management
Operations
University of Wyoming

Design Management

Our design management approach is built on collaboration, transparency, and early coordination to ensure a practical and constructible final product. We plan to partner with DWEL, Inc. to provide all required construction documents, design support, and engineering services. This partnership allows us to integrate design intent with real-world construction considerations from the outset.

We will maintain consistent and open communication with the City of Laramie throughout the design process using a combination of email correspondence, phone calls, and in-person meetings. This approach ensures that project goals, constraints, and expectations are clearly understood and that design decisions remain aligned with the City's needs and priorities. Our objective is to collaboratively develop a solution that is both feasible and cost-effective while meeting all project requirements.

Owner involvement is a key component of our design management philosophy. We intend for the owner to be fully engaged throughout the process, providing input and feedback at critical milestones to support informed decision-making and timely progress. In addition, we will consult with key subcontractors, such as Bustos Concrete, to leverage their expertise and practical insight. Early subcontractor involvement helps identify potential challenges, refine details, and enhance constructability, ultimately resulting in a more efficient and successful project delivery.



dwel, inc.
CHRISTIE M ROBERTS, PE



Christie Roberts has been employed at Gertsch-Baker/Dwel since 2002 and has been managing projects since 2006. She enjoys the creativity required for projects that aren't quite straight forward and excels at providing a final product that meets all the needs, desires, and expectations of clients within the constraints of existing parameters. Project management is a forte; experience includes participation in a wide variety of projects including civil and structural engineering projects, raw land development, and existing parcel re-development. Her organization and communication skills result in efficiently executed projects where everyone is kept in the loop and the end product is on time.

PROFESSIONAL EXPERIENCE
President, Project Manager and Engineer
Dwel, Inc.
Laramie, WY, 2020-present
President, Project Manager and Engineer
Gertsch-Baker Engineering & Design, Inc.
Laramie, WY, 2002-2003, 2005-2019

REGISTRATION
Professional Engineer, Wyoming # 12367

EDUCATION
B.S. Civil & Architectural Engineering,
Structural Emphasis
University of Wyoming, 2001

COMMUNITY
Pilot Hill Board of Directors, Member,
2023-Present
Snowy Range Academy Board of Directors,
Member, 2023-Present
Laramie Main Street Board Member,

Construction Management

Management Approach

Big Huhnks Excavation, Inc. provides construction management services through a hands-on, owner-focused approach that emphasizes clear communication, accountability, and practical field experience. Our management team is directly involved in day-to-day operations, ensuring decisions are made efficiently and projects are delivered safely, on schedule, and within budget.

Owner Integration

Owner involvement is a cornerstone of our construction management process. We maintain open and consistent communication with the Owner throughout the project lifecycle to ensure transparency and alignment.

- Regular progress meetings and updates
- Open access to schedules, budgets, and project status
- Early collaboration on scope, cost, and schedule decisions
- Prompt communication regarding changes or unforeseen conditions

Conflict Resolution

All conflict resolution is led by Nate Huhnke, Project Manager and Owner. Issues are identified early and addressed at the lowest possible level to prevent escalation.

- Clear documentation of issues and impacts
- Direct coordination with Owners, designers, and subcontractors
- Timely and fair resolution focused on project continuity

This proactive process minimizes delays and maintains strong working relationships.



Preconstruction Services

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- Scope and document review
- Cost estimating and budget validation
- Site logistics and phasing planning
- Utility coordination and early risk identification

Constructability Reviews

Constructability reviews are performed to identify potential conflicts, sequencing challenges, and efficiency improvements prior to construction. Review of plans and specifications for feasibility, coordination with designers and key subcontractors and practical recommendations to reduce rework and cost.

Schedule Control

Schedule development and control are managed by Tara Smith to ensure proactive timeline management.

- Development of detailed project schedules, ongoing monitoring and updates
- Coordination of subcontractor activities and milestones
- Early identification and mitigation of delays

Fiscal Management

Fiscal management is overseen by Ben Huhnke, Superintendent, ensuring disciplined cost control and financial transparency.

- Budget development and cost tracking
- Review and approval of subcontractor invoices
- Change order evaluation and justification

Project Safety

Safety is a top priority on all projects. Big Huhnks Excavation maintains a comprehensive OSHA-compliant safety program.

- Site-specific safety plans
- Daily safety meetings, site inspections and toolbox talks
- Immediate corrective action when necessary

Our commitment to safety protects workers, the public, and project schedules.

Quality Control and Quality Assurance

- Ongoing inspection of work in progress
- Verification of materials and installation methods
- Immediate correction of deficiencies
- Review of completed work for compliance and final verification prior to closeout

This two-tiered approach ensures work meets contract documents and industry standards.



**City of Laramie Request for Proposals (Phase 2) for the
Spring Creek Trail Phase 2
Design-Build Project**



**Funded in part by the Wyoming Office of Outdoor Recreation and the 2018 Voter
Approved Albany County Specific Purpose Tax**

Release Date:

January 16, 2026

Questions Due:

January 30, 2026

Answers Due:

February 6, 2026

Proposals Due:

February 13, 2026 4:00p.m. (local time)

1. Project Overview

1.1 Purpose and Intent

The City of Laramie (City) is soliciting proposals from short-listed, pre-qualified Design-Build firms to provide final design and construction services for the Spring Creek Trail Phase 2 Project. The City intends to select a Design-Build Contractor that provides the best value, considering technical approach, experience, project execution, schedule, cost, and the ability to meet all applicable grant requirements.

This project is funded in part by the Wyoming Office of Outdoor Recreation (WORG) and the 2018 Voter Approved Albany County Specific Purpose Tax. Proposers must demonstrate an understanding of grant-funded project delivery and compliance obligations.

This RFP is issued following completion of a Phase 1 Request for Qualifications (RFQ) process. Only firms shortlisted through that process are eligible to submit proposals.

1.2 Project Background

The Spring Creek Trail is a multi-phase initiative to establish a continuous east-west multi-use trail corridor along Spring Creek. Phase 2 extends the trail westward, generally connecting 23rd Street to 9th Street, improving active transportation, recreation access, and ADA-compliant connectivity.

The project is aligned with City of Laramie Parks, Recreation, and Public Services goals and reflects CAPRA-aligned best practices related to park and recreation property development, accessibility, sustainability, and risk management.

1.3 Scope of Work (Summary)

The Design-Build Contractor shall provide all labor, materials, equipment, design services, permitting support, and construction necessary to complete the project. The anticipated scope includes, but is not limited to:

- Final design development based on preliminary concepts
- Mobilization and construction surveying
- Permitting
- Traffic control and public safety measures
- Stormwater and erosion control
- Earthwork and subgrade preparation

- Placement of approximately 1,632 cubic yards of base material
- Construction of approximately:
 - 7,380 SY of 6-inch concrete sidewalk
 - 533 SY of 8-inch concrete
 - 7,020 LF of Roll-Over Curb & Gutter
- Construction of approximately 42 ADA-compliant curb ramps
- Trail signage and wayfinding
- Site restoration and stabilization
- Project closeout and delivery of record documents and O&M materials

The Design-Build Contractor is responsible for coordinating with City Engineering, Parks, Recreation, and Public Services staff, and other relevant agencies.

1.4 Project Budget and Schedule Constraints

- Total Anticipated Project Budget: Not to exceed \$2,715,132.75
- Required Substantial Completion Date: December 31, 2026

Grant funds associated with this project must be fully expended by the required completion date. Proposers shall account for procurement, design, construction, inspection, invoicing, and closeout activities necessary to meet this deadline.

Proposers must demonstrate a schedule that ensures full expenditure of grant funds by the required deadline.

2. General Provisions

2.1 INSURANCE:

The contract between the successful proposer and the City shall require the successful proposer to carry certain insurance policies. All such insurance policies, except workers' compensation and unemployment compensation policies, shall contain a waiver of subrogation against the City of Laramie, its agents, and employees.

2.2 LAWS TO BE OBSERVED:

The proposer shall keep fully informed of, and comply with, all applicable federal and state laws or rules, all local bylaws, regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority. The proposer shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of any law, rule, bylaw, ordinance, regulation, order, or decree whether by itself or its employees.

2.3 ASSIGNMENT:

The proposal shall not be assigned by the proposer. Third party participation is authorized only as a joint venture that shall be clearly stated in detail in the proposal and signed by all parties participating.

The proposer shall not enter any subcontracts not already named within the proposal for any of the work contemplated under this Request for Proposal without the City's prior written authorization.

2.4 ACCOUNT REPRESENTATIVE:

The successful proposer(s) shall appoint, by name, a company representative who shall be responsible for servicing its account. The representative shall provide the services required to ensure that the account will be administered in an organized, systematic manner.

2.5 AUDIT AND ACCESS TO RECORDS:

The City or any of its duly authorized representatives shall have access to the proposer's books, documents, papers, electronic data, and records that are directly pertinent to this Request for Proposal.

2.6 CONFLICT OF INTEREST:

The proposer warrants that no kickbacks, gratuities, or contingency fees have been paid in connection with this Request for Proposal and none have been promised. The proposer warrants that no one being paid pursuant to the proposal is engaged in any activity that would constitute a conflict of interest with respect to the purposes of the proposal.

2.7 NO FINDER'S FEE:

The proposer warrants that no finder's fee, employment agency fee, or other fee related to the proposal shall be paid.

2.8 INDEMNIFICATION:

The proposer shall release, indemnify, and hold harmless the City, the Agency, and its officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of the proposer's failure to perform any of the proposer's duties and obligations hereunder or in connection with the negligent performance of the proposer's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of the proposer's negligence or other tortious conduct.

2.9 APPLICABLE LAW/VENUE:

The construction, interpretation, and enforcement of this Request for Proposal shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Request for Proposal as a whole and not to any particular provision or part.

3. Instructions to Proposers

3.1 Key Dates

| Milestone | Date |
|---|-----------------------------------|
| Issue RFP to Short-Listed Firms | January 16, 2026 |
| Deadline to Submit Questions | January 30, 2026, Noon |
| Issue Addenda (if any) | February 6, 2026, Noon |
| Proposal Due Date | February 13, 2026, 4:00 PM |
| Interviews / RFP Presentations | Week of February 16, 2026 |
| City Council Contract Award (Estimated) | March 3, 2026 |
| Required Substantial Completion | December 31, 2026 |

3.2 Proposal Submission

Proposals must be submitted electronically no later than Friday, February 13, 2026 by 4:00p.m. local time, in a single PDF file to:

Michael Bork, Director
Parks, Recreation, and Public Services Department
City of Laramie

mbork@cityoflaramie.org

307-721-5260

Late proposals will not be accepted.

3.3 Proposal Components

Proposers may use information previously submitted in the Phase 1 RFQ where applicable. Proposal components shall be organized and clearly labeled using the numbering below.

3.3.1 Cover Letter (Non-Scored)

Signed by an authorized representative, including:

- Firm contact information
- Confirmation of review of RFP and documents
- Statement of intent to enter into Contract

3.3.2 Evidence of Bonding Capacity (Non-Scored)

Letter from surety confirming payment and performance bonding capacity of at least \$2.8 million covering design and construction services.

3.3.3 Roles and Responsibilities (Non-Scored)

- Project organizational chart
- Design roles and responsibilities matrix
- Construction roles and responsibilities matrix

3.3.4 Proposal Substantiation (Scored – 25 Points)

Provide a narrative response (recommended 1-2 pages) that clearly substantiates why your team provides the best value for this Project. At a minimum, address the following:

- Meets/Exceeds Goals and Objectives (10 points): Demonstrate how your proposed approach will meet or exceed Project goals, including safety, ADA-compliant connectivity, constructability, durability, and minimizing impacts to the public during construction.
- RFP Compliance (5 points): Confirm compliance with all requirements of this RFP, identify any assumptions, and clearly state any requested exceptions or proposed alternate approaches.

- Experience of Proposer (10 points): Describe relevant Design-Build experience on similar trail, active transportation, or concrete pathway projects. Include at least three (3) representative projects with client references and indicate the firm’s role, delivery method, budget, schedule performance, and outcomes.

3.3.5 Project Execution Plan (Scored – 50 Points)

- Design Management Plan (meetings, QA/QC, City coordination)
- Construction Management Plan (quality control, safety, subcontractor coordination, closeout)
- Fiscal Management Plan (budget control, reporting)
- Project Schedule (Gantt-style preferred)

3.3.6 Cost Proposal (Scored – 25 Points)

- Total base cost
- Detailed cost breakdown using Contractor’s Pay Application
- Cost breakout for proposed alternates or changes

3.3.7 Operations & Maintenance Documentation (Non-Scored)

Statement acknowledging requirement to deliver complete O&M Manuals within 20 days of project completion.

4. Proposal Evaluation

4.1 Best Value Selection

The City of Laramie will award the Contract to the Proposer determined to provide the Best Value. Best Value is defined as the Proposal that, in the City’s judgment, best meets the Project goals, technical requirements, schedule constraints, grant compliance obligations, and overall cost effectiveness.

Proposals will be evaluated by an Evaluation Committee comprised of representatives from the Parks, Recreation, and Public Services Department, City Engineering, and the City Manager’s Office.

4.2 Scoring Criteria

| Category | Points |
|-------------------------|------------|
| Proposal Substantiation | 25 |
| Project Execution | 50 |
| Cost Proposal | 25 |
| Total | 100 |

5. Contracting Requirements

5.1 Grant Compliance Requirements

This project is funded in part by the Wyoming Office of Outdoor Recreation (WORG) and the 2018 Voter Approved Albany County Specific Purpose Tax. The Design-Build Contractor shall comply with all applicable grant requirements, including but not limited to eligible cost criteria, documentation, reporting, and schedule constraints.

Grant funds associated with this project must be fully expended by December 31, 2026. The Contractor's project schedule, invoicing, and closeout documentation shall be structured to ensure compliance with this deadline. Failure to meet grant compliance requirements may result in delayed payments, withholding of funds, or other remedies available to the City.

The Contractor shall cooperate with the City in providing all information necessary to support grant reporting, audits, and reimbursement requests, and shall maintain accurate records consistent with City, State, and grantor requirements.

5.2 Contract Execution

The selected Proposer shall execute the Contract and provide required bonds and proof of insurance within twenty (20) calendar days of Intent to Award.

5.3 Bonding Requirements

Performance/Payment Bonds: The selected Proposer shall provide all required bonds to the City of Laramie within twenty (20) days of notification of Intent to Award a proposed

project. Failure to present the required documents within the submittal period may result in Proposal rejection.

5.4 Insurance Requirements

(i) Comprehensive General Liability. Contractor shall have and maintain comprehensive general liability insurance coverage during the entire term of the Contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground, collapse and explosion (XCU) and products and completed operations in an amount not less than five hundred thousand dollars (\$500,000.00) each occurrence and one million dollars (\$1,000,000.00) in the general aggregate.

(ii) Workers Compensation or Employers Liability Insurance. Contractor shall provide proof of workers compensation coverage, for all its employees who are to work on the projects described in this Contract. Contractor's coverage shall be under the Wyoming Workers Safety and Compensation program, if statutorily required, or such other workers compensation insurance as appropriate. Contractor's insurance shall include A Stop Gap coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per employee for each accident and disease. Contractor shall have also supply proof of workers' compensation and employer's liability insurance on each subcontractor before allowing that subcontractor on the job site.

(iii) Business Automobile Liability. Contractor shall maintain, during the entire term of the contract, automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.

(iv) Coverage. All policies required under this Contract shall be in effect for the duration of this Contract and projects. All policies shall be primary and not contributory. Contractor shall pay the premiums on all insurance policies and insurance certificates must include a clause stating that the insurance may not be revoked, cancelled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to City.

(v) Additional Insured. All insurance policies required by this Contract, except workers' compensation, shall name City as an additional insured, and shall contain a waiver of subrogation against City, its agents and employees. Contractor shall provide, upon request a copy of an endorsement providing this coverage.

(vi) City's Right to Reject. The City reserves the right to reject a certificate of insurance if Contractor's insurance company is widely regarded in the insurance industry as financially

unstable. This would include but is not limited to insurance companies with no less than AVIII rating in the A.M. Best insurance rating guide.

(vii) Subcontractors. The insurance requirements set forth above apply to all subcontractors. It is Contractor's responsibility to ensure that its subcontractors meet these insurance requirements. City has the right to review the Certificates of all subcontractors used by the Contractor.

(viii) Cancellation. There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent to not renew insurance coverage without thirty (30) days written notice from Contractor or their insurers to City. Any failure to comply with the reporting provision of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage provided to City and its division, officers and employees.

5.5 Warranty

One (1) year warranty from final acceptance.

5.6 Retainage

Five percent (5%) retainage withheld until Final Payment.

6. Attachments (Provided Separately)

- Design-Build Contract (Sample)
- Preliminary Design Concepts
- Grant Agreement and Notice to Proceed

The City of Laramie reserves the right to reject any or all proposals, waive informalities, and award the Contract in the best interest of the City.



Spring Creek Trail Phase 2

Prepared for
City of Laramie

Table of Contents

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Cover Letter

Big Huhnks Excavation, Inc. is pleased to submit our response for the RFP regarding the Spring Creek Trail Phase 2 project.

Contact Information:

Physical Address: 17 Terra Firma Trail, Laramie, WY 82072

Mailing Address: P.O. Box 1723, Laramie, WY 82073

Phone: 307-721-8977

Email: BHExcavation@hotmail.com

Big Huhnks Excavation affirms our intent to enter into a contract with the City of Laramie upon award of the project. We confirm that we have reviewed the Request for Proposal and agree to comply with all grant compliance requirements, applicable regulations, and contract provisions.

Upon award, we will promptly execute all required contract documents and provide the necessary performance and payment bonds, insurance coverages, and supporting documentation as specified. We acknowledge and accept all warranty provisions, retainage requirements, and project closeout obligations outlined in the contract documents.

Big Huhnks Excavation, Inc.

Sign: 

Print: Tara Smith

Title: Construction Manager

Date: 2/13/26

January 05, 2026

Re: Big Huhnks Excavation, Inc.


To Whom It May Concern:

I understand that Big Huhnks Excavation, Inc. is currently bidding or is desirous of bidding projects to your organization. This is to advise you that, based upon our current information, we are willing to entertain bonds for this organization for construction contracts up to the amounts of \$5,000,000 (Single Job) / \$10,000,000 (Aggregate), subject to the usual underwriting criteria.

Please understand that any arrangements for surety credit is a matter between contractor/applicant and ourselves and we assume no liability to any third parties if for any reason we do not supply bonds.

This letter is not an assumption of liability nor is it a bond. It is issued only as a letter of recommendation on behalf of our client.

Sincerely,



Kyle Ergenbright
Underwriter

Design Roles and Responsibilities

Key Personnel

Tara Smith

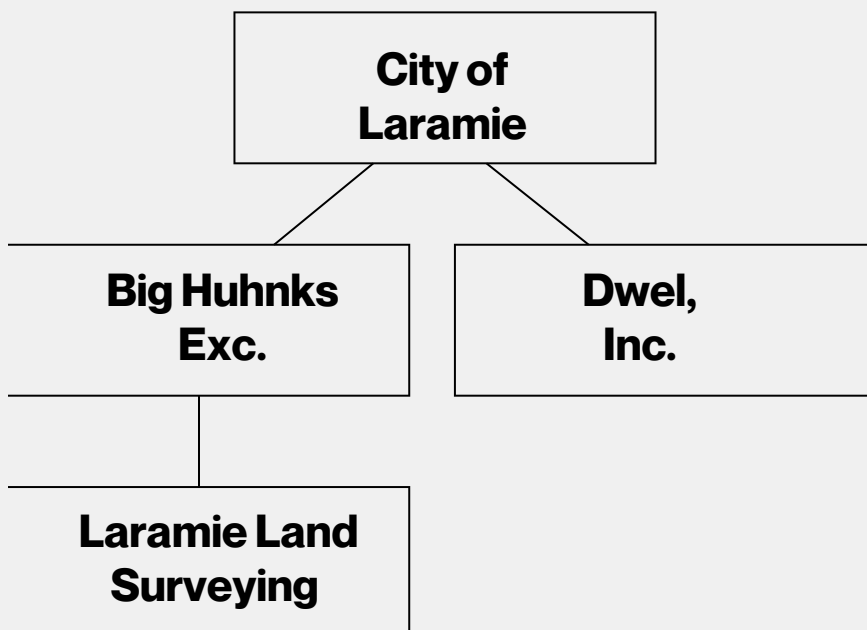
- Construction Manager
- Accounts Manger
- 12+ years experience
- 307-761-3457

Nate Huhnke

- Owner
- Project Manager
- 20+ years experience
- 307-438-1897

Ben Huhnke

- Owner
- Superintendent
- 20+ years experience
- 307-349-2148



Christie Roberts

- Dwel, Inc.
- 307-742-6116
- christie@dwel-inc.com

Brian Schmalz

- Laramie Land Surveying
- 307-460-0801
- brian@laramielandsurveying.com

Construction Roles and Responsibilities

Key Personnel

Tara Smith

- Construction Manager
- Accounts Manger
- 12+ years experience
- 307-761-3457

Nate Huhnke

- Owner
- Project Manager
- 20+ years experience
- 307-438-1897

Ben Huhnke

- Owner
- Superintendent
- 20+ years experience
- 307-349-2148

Construction Manager

Superintendent

Project Manager

Foreman

Subcontractors

Crew on Site

Shane Kupilik

- Lead Foreman
- Equipment Operator
- 15+ years experience
- 307-760-8079

Subcontractors

- Dwel, Inc.
- Bustos Concrete
- Let R' Buck Landscaping
- Laramie Land Surveying



Proposal Substantiation

Big Huhnks Excavation provides best value for the Spring Creek Trail Phase 2 Design-Build Project through a collaborative, constructability-driven approach focused on safety, schedule reliability, durability, and successful execution of grant-funded work. Our team combines strong local experience, proven public works performance, and integrated design-build coordination to deliver a high-quality multi-use trail aligned with the City of Laramie's goals for active transportation, recreation access, and long-term community benefit.

Our design-build methodology emphasizes early collaboration between construction and design teams to identify risks, improve constructability, and maintain schedule certainty. Working with our design partner, Dwel, Inc., we will prepare trail layout sheets including plan-view drawings showing existing street widths to remain, proposed curb and gutter locations, pathway alignment, existing utilities and power poles, and vegetation identified for removal.

The pathway alignment will be designed to maintain the existing top of bank of the Spring Creek channel without disturbance. Should alignment changes be required, additional services such as expanded documentation, FEMA mapping considerations, and permitting-related calculations would be outside the current scope. Profile views for the pathway, curb and gutter, and drainage channel may be provided as additional services if needed.

Safety remains our highest priority. We implement OSHA-compliant practices, clear public separation measures, and coordinated traffic control strategies to protect workers, residents, and trail users throughout construction.

Long-term durability is achieved through proven installation practices, thorough subgrade preparation, and material selections appropriate for local freeze-thaw conditions, ensuring reliable performance and reduced lifecycle maintenance.

To minimize impacts to the community, construction will be phased to maintain access where feasible and supported by clear, consistent communication with stakeholders. We recognize that construction activities can be disruptive to nearby residents and will approach all interactions with professionalism and respect, actively listening to concerns and incorporating reasonable feedback when possible. This proactive, community-focused approach supports successful project delivery while maintaining public trust.

Proposal Substantiation

RFP Compliance

Big Huhnks Excavation confirms full compliance with all requirements outlined in the Request for Proposal, including design-build responsibilities, grant compliance obligations, bonding, insurance, warranty, and retainage provisions.

We understand this project is funded in part through the Wyoming Office of Outdoor Recreation and the Albany County Specific Purpose Tax, requiring careful documentation, reporting, and adherence to funding timelines.

Our project approach incorporates:

- Structured scheduling to ensure final completion long before the required date of 12/31/26
- Accurate tracking and documentation to support grant reimbursement and audits
- Coordination with the City to maintain compliance with all funding requirements

Assumptions include timely design reviews and coordination with City stakeholders to support efficient decision-making. Any value engineering or alternate approaches identified during design development will be presented collaboratively to enhance constructability, schedule efficiency, or long-term performance without compromising project goals.

Experience

Big Huhnks Excavation has extensive experience delivering municipal infrastructure, concrete pathways, and active transportation improvements through collaborative delivery methods. Our team regularly works within the City of Laramie and University of Wyoming environments, demonstrating strong performance in active public settings where safety, access, and coordination are critical.



Experience of Proposer

Big Huhnks Excavation, Inc. has completed countless excavation and site development projects for the City of Laramie, the University of Wyoming, and private clients throughout southeastern Wyoming. Our experience includes utilities, road construction, commercial and residential building sites, demolition, parks, and subdivision development. Since 2005, we have delivered reliable, high-quality work while maintaining schedules and coordinating closely with owners and project teams.

01

Wyoming Ave. Phase 2 - May - November 2025

\$2,192,000.00 Project
City of Laramie
Ridge Leinen

02

Laramie Rotary Cubs Park July 2024 - June 2025

\$2,460,000.00 Project
City of Laramie
Todd Feezer

03

Sundance Hill Subdivision - January 2024 - May 2025

\$1,370,000.00 Project
Quadline Group, LLC
Todd and Deby Forry

04

Vista Grande Estates - January 2018 - July 2020

\$800,000.00 Project
Thomas Wolfe





December 19, 2025

City of Laramie
Laramie, Wyoming

Re: Letter of Reference for Big Huhnks Excavation, Inc.

To Whom It May Concern,

I am pleased to provide this letter of reference in support of Big Huhnks Excavation, Inc. as part of their design-build proposal to the City of Laramie.

Our organization has worked closely with Big Huhnks Excavation, Inc. on the infrastructure work for Phase I and Phase II of the Sundance Hills development project. Throughout both phases, Big Huhnks Excavation, Inc. consistently demonstrated a high level of professionalism, technical competence, reliability, on-time and within budget.

Their team delivered work on time, communicated clearly and proactively, and took great pride in the quality of their work. Coordination with our team was seamless, and Big Huhnks Excavation, Inc. approached each phase with strong planning, attention to detail, and a solution-oriented mindset that supported overall project success.

Big Huhnks Excavation, Inc. sets itself apart through exceptional communication and customer service. In an industry where strong customer service can be difficult to find, they stand out as a gold standard. They are first-in-class in the services they perform and consistently operate with accountability, responsiveness, and integrity.

Based on our experience on the Sundance Hills project, I would confidently recommend Big Huhnks Excavation, Inc., for this project and future work with the City of Laramie. They have proven to be a dependable partner and an extension of our team, and we would welcome the opportunity to work with them again.

Please feel free to contact me if you require any additional information.

Best Regards,

A handwritten signature in black ink, appearing to read 'Deby L. Forry'.

Deby L. Forry, Esq.
Managing Member

TOM WOLFE (512) 422-6505
KELLY WOLFE (512) 496 9695



INFO@VISTA-GRANDE-ESTATES.COM
WWW.VISTA-GRANDE-ESTATES.COM

January 30, 2025

To whom it may concern:

I am writing this reference letter from the perspective of my working relationship with Big Huhnks Excavation.

The first perspective is as the CEO of Premier Bone and Joint for 14 years. I employed the services of Big Huhnks on several projects, more recently the excavation, utilities, and foundation work and extensive parking lot for our new surgery center, and presently they are engaged in reworking our east employee parking lot to meet city code requirements. I have found their work to be accurate in terms of grade levels and the technical components of making a proper foundation for a large building, including the drainage component.

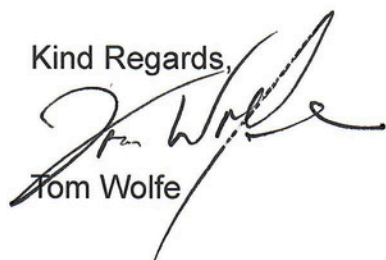
The second perspective is as the developer of Vista Grand Estates subdivision, Big Huhnks has served in several capacities in that effort. They have constructed many miles of excellent roads inside the subdivision, laid utilities, and prepared foundation for 30,000 sq. ft. outdoor riding arena, again meeting code requirements for proper crowning and width of the roadways, and including the analysis of drainage requirements and appropriate culverts and other aspects to control water flow. In addition, Big Huhnks has prepared the foundation for our 27,000 sq.ft. indoor riding arena which included pad, layout, proper elevation and drainage, and prepared footings for a 300 foot-long building with concrete and rebar to reinforce the building length-wise and width-wise. They have conformed the landscape to achieve proper drainage such that I have no issues in snow or heavy downpour situations as they have "sculptured" my difficult landscape situation to allow for efficient water movement away from all critical areas.

I have known the Big Huhnks owners for many years and have also seen several

other jobs and projects which they have completed efficiently and in a high-quality work product.

In summary, I clearly believe when it comes to excavation, dirt work, foundation, streets and curbs, and concrete work, you will find no other company that produces the quality work as does Big Huhnks Excavation. Most importantly, they are honest, forthright, and at all times act professionally and appropriate in their business relationships, and strive to provide the best service possible meeting critical deadlines and budgets. I can honestly highly recommend the Big Huhnks Excavation Company to you for your future projects.

Kind Regards,

A handwritten signature in black ink, appearing to read "Tom Wolfe". The signature is stylized with a large, sweeping initial "T" and "W".

Tom Wolfe



City of Laramie
City Manager's Office
P.O. Box C
Laramie, WY 82073

office (307) 721-5226

December 19, 2025

Subject Line: Big Huhnks Excavation, Inc. Recommendation Letter

To whom it may concern,

I am writing this letter as a recommendation for Big Huhnks Excavation, Inc.'s Request for Qualifications for the Spring Creek Trail Phase 2 project. Big Huhnks Excavation, Inc. has worked with the City of Laramie as a civil contractor on many street, park, and civil projects. My specific work experience with Big Huhnks Excavation, Inc. includes the Scout Park Improvement Project and the construction of the Laramie Rotary Clubs Park at Grand View Heights, Laramie's newest park.

The specific projects in which I worked with Big Huhnks Excavation, Inc. were enhanced by the creativity, craftsmanship, professionalism, and guidance of both Nate & Ben Huhnke. Their company is big enough to handle major projects, however, takes the time to ensure our public funds are expended properly. On the Rotary Clubs Park project, Nate developed and implemented an alternate restroom concept that saved the total project more than seventy-five thousand dollars.

I am happy to recommend Big Huhnks Excavation, Inc. for any future projects. We have had successful projects with them in the past and only expect that you will find the same success on any projects that you have with them in the future. Feel free to contact me by email at tfeezer@cityoflaramie.org or by phone at 307.721.5226 with any questions you may have about our experience with Big Huhnks Excavation, Inc.

Sincerely,

Todd Feezer, Interim City Manager
Laramie, Wyoming

Design Management Plan

Big Huhnks Excavation will implement a collaborative and structured design management process to ensure the Spring Creek Trail Phase 2 Project meets the City of Laramie’s objectives for accessibility, constructability, durability, and minimal environmental impact.

The design process will begin with an initial coordination meeting involving the design engineer, surveyor, and construction team. During this phase, existing site conditions, survey data, preliminary concepts, and constructability considerations will be reviewed to develop recommendations for the precise alignment and placement of the pathway. This early coordination allows the team to identify potential conflicts, evaluate feasible alternatives, and develop solutions that balance design intent with efficient construction methods.

Following internal coordination, the team will present design recommendations to the City of Laramie for review and input. This collaborative process ensures the City remains fully engaged in decision-making and allows adjustments to be made early in the design phase, reducing risk, minimizing revisions, and maintaining project schedule.

Key considerations guiding the design process include:

- Survey and existing conditions review
 - Concept development
 - Constructability review
 - City of Laramie review
 - Address feedback and refine design
 - Formal submittal and comment resolution
 - Final construction-ready submission
- Minimizing disturbance to existing vegetation, trees and preserving the natural character of the site.
 - We have already been in contact with the city regarding the irrigation map in Laprele park.
 - Maintaining the existing topography and function of the Spring Creek channel. Providing temporary silt fence in areas if need.
 - Coordinating pathway alignment with existing utilities, including power pole locations.
 - Providing appropriate widths for drive lanes, parking areas, and sidewalks to maintain safe access and circulation.
 - Minimizing disruption to park operations and adjacent users.

Design Process

Schedule

(4-6 weeks)

Quality Control

All quality control testing will be performed by an independent third-party testing firm, SolTerra Engineering, Inc., to ensure compliance with applicable industry standards and City of Laramie specifications. Concrete materials will be tested at intervals of approximately every 50 cubic yards, while subgrade and structural fill will undergo moisture and density testing at 100–200 linear foot intervals. Provided that the approved mix design meets City of Laramie standards, we anticipate minimal risk of non-compliance with material specifications.

Our quality assurance program includes:

- Ongoing weather monitoring and temperature management, utilizing measures such as concrete blankets, ground heaters, or other protective methods as needed.
- Schedule adjustments or temporary delays during adverse weather conditions to maintain quality standards.
- Site walks conducted jointly with the City's project manager to verify quality, quantities, and overall progress.

Subcontractor Coordination

Big Huhnks Excavation carefully selects subcontractors based on proven performance, quality, and reliability. For this project, subcontractors will include concrete, landscaping, surveying, testing, and engineering specialists.

We maintain strong working relationships with our subcontractors and value their expertise and input. While allowing each partner to perform within their area of specialty, we provide active oversight of daily activities to ensure coordination, quality, and adherence to schedule and project requirements. Our team maintains open communication and remains readily available for questions, guidance, and problem-solving throughout the project.

Safety

Safety is a fundamental component of Big Huhnks Excavation's construction management approach. All work will be performed in accordance with OSHA standards and our company safety manual, which establishes procedures for hazard identification, safe work practices, and public protection.

Daily safety meetings will be conducted to review tasks, address potential risks, and reinforce safety expectations with all crew members and subcontractors. We will maintain clearly defined work zones, appropriate traffic and pedestrian control measures, and ongoing site monitoring to ensure compliance with safety requirements. Through proactive planning, daily communication, and consistent oversight, safety is integrated into all aspects of project execution.

We will implement strong fiscal management practices to maintain budget control, transparency, and accountability throughout the project. Our team will actively monitor project costs against the established budget to ensure alignment with contract requirements and grant funding constraints.

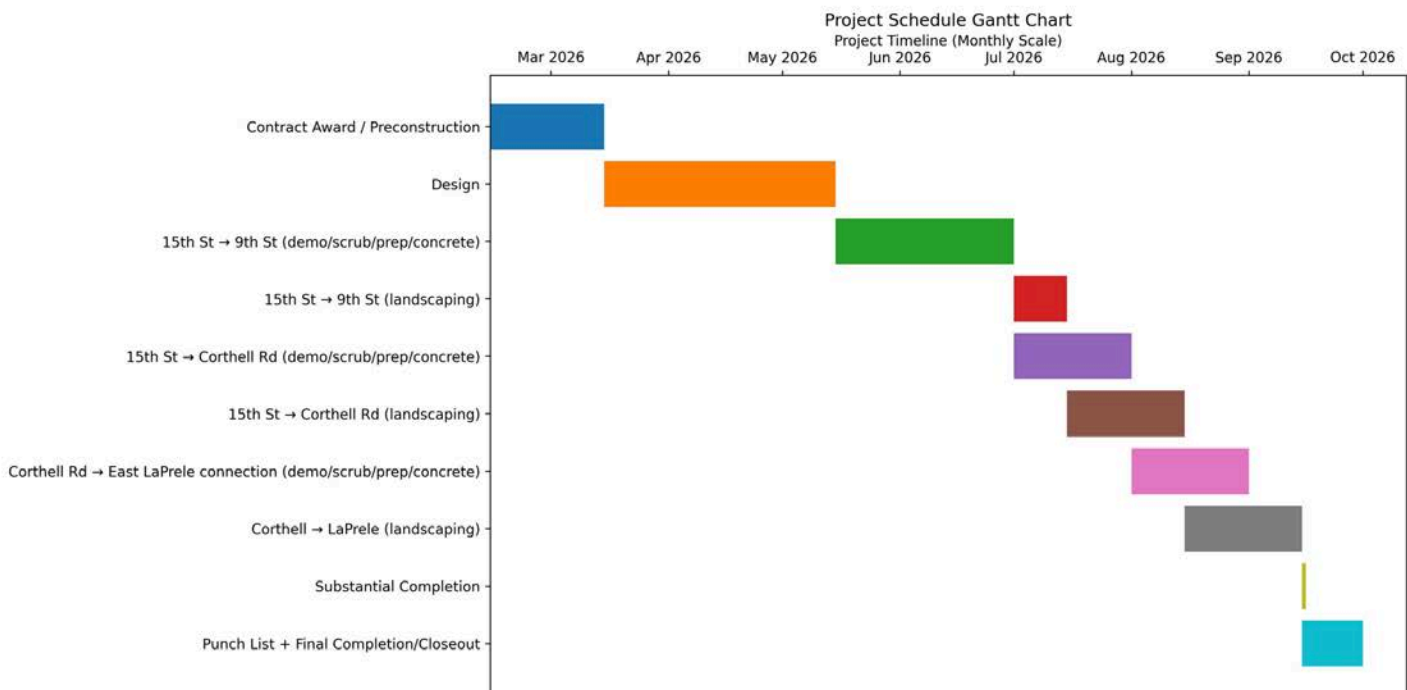
Budget control will include regular tracking of labor, materials, subcontractor costs, and schedule impacts to identify potential issues early and implement corrective actions when necessary. Clear and consistent reporting will be provided to the City of Laramie, including progress updates, cost tracking, and pay application documentation to support accurate invoicing and grant compliance requirements.

Through proactive monitoring, open communication, and detailed financial reporting, Big Huhns Excavation will ensure responsible management of project funds while supporting timely project delivery.

Project Schedule

This schedule is tentative and will change as the project progresses.

We plan to provide an updated schedule bi-weekly.



Estimate



P.O. Box 1723
Laramie, WY 82073-1723

Phone: (307) 721-8977
Fax: (307) 460-7195

| | |
|-----------|------------|
| Date | Estimate # |
| 2/12/2026 | 2227 |

| Name / Address |
|--|
| City of Laramie PO Box C Laramie, WY 82073 |

| Job Location |
|-------------------------------|
| Spring Creek Trail Phase 2 |

This estimate shall be valid for thirty (30) days from the date of issue, unless otherwise specified in the estimate.

| Description | Qty | Rate | Total |
|--|-------|------------|------------|
| 1- Mobilization, De-mobilization and General Contract Requirements | 1 | 224,500.00 | 224,500.00 |
| 2- Construction Surveying and Staking | 1 | 16,200.00 | 16,200.00 |
| 3- Temporary Traffic Control | 1 | 50,000.00 | 50,000.00 |
| 4- Storm Water Permit and Erosion Control | 1 | 5,000.00 | 5,000.00 |
| 5- Topsoil Stripping - CY | 615 | 20.00 | 12,300.00 |
| 6- Topsoil Placing (amended) - CY | 162 | 108.00 | 17,496.00 |
| 7- Unclassified Excavation (excess hauled off site) - CY | 2,418 | 40.00 | 96,720.00 |
| 8- Remove & Reset Sign - EA | 25 | 150.00 | 3,750.00 |
| 9- Remove Concrete Curb and Gutter - LF | 2,311 | 18.00 | 41,598.00 |
| 10- Remove Concrete Fillet - SY | 14 | 20.00 | 280.00 |
| 11- Remove Concrete Sidewalk - SY | 442 | 20.00 | 8,840.00 |
| 12- Removal & Haul of Asphalt Pavement- CY | 748 | 50.00 | 37,400.00 |
| 13- Plant Mix Bituminous Patch - SY | 1,610 | 54.00 | 86,940.00 |
| 14 - Concrete Roll-over Curb & Gutter - LF | 7,020 | 36.72 | 257,774.40 |
| 15- Concrete Fillet 20' - EA | 12 | 4,320.00 | 51,840.00 |
| 16- Concrete Fillet 30' - EA | 1 | 4,860.00 | 4,860.00 |
| 17-Concrete Pavement 8" - SY | 533 | 82.62 | 44,036.46 |
| 18- Concrete Sidewalk 6" - SY | 7,380 | 63.18 | 466,268.40 |
| 19- ADA Ramp - EA | 42 | 2,160.00 | 90,720.00 |
| 20- Base - CY | 1,632 | 85.00 | 138,720.00 |
| 21- Single Storm Inlet - EA | 1 | 5,000.00 | 5,000.00 |
| 22- Reconnect Storm Sewer Pipe - EA | 1 | 800.00 | 800.00 |
| Total | | | |

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date of Acceptance _____



P.O. Box 1723
Laramie, WY 82073-1723

Phone: (307) 721-8977
Fax: (307) 460-7195

Estimate

| Date | Estimate # |
|-----------|------------|
| 2/12/2026 | 2227 |

| Name / Address |
|--|
| City of Laramie PO Box C Laramie, WY 82073 |

| Job Location |
|-------------------------------|
| Spring Creek Trail Phase 2 |

This estimate shall be valid for thirty (30) days from the date of issue, unless otherwise specified in the estimate.

| Description | Qty | Rate | Total |
|--|--------|-----------|-----------------------|
| 23- Acrylic Latex Paint Curb Head and Face (yellow) - LF | 5,644 | 1.26 | 7,111.44 |
| 24- Thermoplastic Yield Lines (white) - SF | 75 | 113.03 | 8,477.25 |
| 25- Thermoplastic Crosswalk Bars (white) - EA | 30 | 385.47 | 11,564.10 |
| 26- Handical Symbol - EA | 2 | 242.66 | 485.32 |
| 27- Obliterate Striping | 1 | 22,000.00 | 22,000.00 |
| 28- New Sign, Post & Hardware - EA | 14 | 800.00 | 11,200.00 |
| 29- Dry Land Seeding - SF | 17,066 | 0.32 | 5,461.12 |
| 30- Sod - SY | 1,310 | 8.75 | 11,462.50 |
| 31- Trimming Trees | 1 | 500.00 | 500.00 |
| 32- Remove Trees/Shrubs | 1 | 2,000.00 | 2,000.00 |
| 33- Landscaping at Laprele Park/Corthell Rd Corner | 1 | 8,640.00 | 8,640.00 |
| 34- Adjust Irrigation | 1 | 12,960.00 | 12,960.00 |
| Engineering Services | 1 | 12,100.00 | 12,100.00 |
| Total | | | \$1,775,004.99 |

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date of Acceptance _____

Operations and Maintenance

Documentation

Big Huhnks Excavation, Inc. will compile and provide the Owner with all applicable Operation and Maintenance (O&M) manuals obtained throughout the project. As part of our closeout process, these materials will be organized, reviewed for completeness, and submitted to the Owner within twenty (20) calendar days following final project completion to support ongoing operations and long-term maintenance.