



## REQUEST FOR QUOTATION

**THIS IS NOT AN ORDER**

**CITY OF CHEYENNE  
CHEYENNE, WYOMING 82001**

PLEASE RETURN QUOTE BY: September 11, 2020      TIME: 2:00 P.M. MST

Please quote your best price, and terms on the items listed below and return this form to the Purchasing Office, via e-mail: [tbarttelbort@cheyennecity.org](mailto:tbarttelbort@cheyennecity.org). Quote all prices F.O.B destination, City of Cheyenne, WY 82001. If unable to quote, please indicate on this form and return.

### SCOPE OF WORK

#### **CITY OF CHEYENNE – METROPOLITAN PLANNING ORGANIZATION REQUEST FOR QUOTATION #3-21**

The Cheyenne MPO is bidding a project to collect 24-hour volumes within the Cheyenne urban area. If you are interested in this work, please submit a Bid/Cost Proposal via this RFQ #3-21 for collecting this Traffic Data. The data we are requesting is:

1. 224, 24-hour Volume Counts (ADT). (date, time and total volume)
2. 10, 24-hour Volume + Classification Counts (ADT). (date, time, classification and total volume)
  - a) A Total 234 Locations. Locations included with this RFQ.
3. All counts, including any recounts that may be required, need to be collected during the months of September & October 2020. Counts shall start on September 21, 2020 and be completed by October 23, 2020.
4. Counts will be collected during Tuesday, Wednesday, and Thursday
5. ROW permit will need to be applied for from the city (no fee), proper licensing to work in Cheyenne will be required (fee).
6. Costs to the MPO if additional count locations are requested.
  - a) A price for an additional count is included with this RFQ, as Additional Quote Item #1 (AQI #1).
7. Construction and bad weather need to be avoided.
8. Awarded Contractor will be required to sign City of Cheyenne Purchase Order Terms & Conditions, and provide a Certificate of Insurance (Sample Terms & Conditions Attached).

### PROJECT SCHEDULE

Deadline for Questions:	September 8, 2020, 5:00 PM
Addenda Issued:	September 9, 2020, 5:00 PM
Quotes Due to Purchasing:	September 11, 2020, 2:00 PM

Questions shall be directed to TJ Barttelbort, Purchasing Manager, via e-mail, [tbarttelbort@cheyennecity.org](mailto:tbarttelbort@cheyennecity.org)



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**CITY OF CHEYENNE  
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### ITEMIZED BID SHEET / RFQ #3-21

<i>Line Item</i>	<i>Description</i>	<i>Estimated Qty.</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total</i>
1	24-hour Volume Counts (ADT). (date, time and total volume)	224	EA		
2	24-hour Volume + Classification Counts (ADT). (date, time, classification and total volume)	10	EA		
				Grand Total	
<i>Line Item</i>	<i>Description</i>	<i>Estimated Qty.</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total</i>
AQI #1	One (1) Additional 24-hour Volume Counts (ADT). (date, time and total volume)	1	EA		
				Grand Total	

In compliance with the above, the undersigned offers and agrees to furnish all items listed above upon which prices are quoted, at the price set opposite each item, if this proposal must be accepted within \_\_\_\_\_ days from the date quoted. The undersigned certifies that no Federal, State, County or Municipal Tax is included in the above quoted prices and that none will be added.

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

BIDDER'S NAME \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST. \_\_\_\_ Zip. \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX. \_\_\_\_\_  
EMAIL: \_\_\_\_\_

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New WYDOT- CH_ID	2020 LOCATIONS	Volume
CH51	12TH ST. W. OF COLLEGE DR	
CH48	12TH ST./NATIONWAY E. OF RIDGE RD	
CH57	15TH ST. E. OF SEYMOUR AVE	
CH63	17TH ST E. OF O'NEIL AVE	
CH70	17TH ST. W. OF CAREY AVE	
CH68	17TH ST. W. OF O'NEIL AVE	
CH1325	18TH ST. W. OF SNYDER AVE	
CH1311	19TH ST. E. OF CAPITOL AVE	
CH1375	19TH ST. E. OF CONVERSE AVE	
CH94	19TH ST. E. OF DILLON AVE	
CH97	19TH ST. E. OF EVANS AVE	
CH100	19TH ST. E. OF LOGAN AVE	
CH108	19TH ST. E. OF SNYDER AVE	
CH110	19TH ST. E. OF WARREN AVE	
CH1340	1ST ST. E. OF EVANS AVE	
CH114	20TH ST. W. OF CAPITOL AVE	
CH115	20TH ST. W. OF CAREY AVE	
CH120	20TH ST. W. OF MORRIE AVE	
CH124	20TH ST. W. OF REED AVE	
CH126	20TH ST. W. OF SNYDER AVE	
CH127	20TH ST. W. OF VAN LENNEN AVE	
CH131	21ST ST. W. OF ALBANY AVE	
CH138	22ND ST. W. OF EVANS AVE	
CH150	24TH ST E. OF VAN LENNEN AVE	
CH153	24TH ST W. OF CAREY	
CH7	5TH ST. E. OF CAPITOL AVE	
CH33	8TH AVE. W. OF SNYDER AVE	
LC931	AVE B-6 N. OF MURRAY RD	
LC187	AVE C-1 S. OF FOX FARM RD	
LC1210	BECKLE RD. W. OF CHRISTENSEN RD	
LC1360	BISHOP BLVD. N. OF WRANGLER	
CH205	BLUE GRASS CIR. S. OF DELL RANGE BLVD (WEST)	
LC1304	BRAEHILL RD. S. OF FOUR MILE RD	
LC1243	BUCK BRUSH RD. S. OF IRON MOUNTAIN RD	
CH6	CAMPSTOOL RD. E. OF 5TH ST/LOGAN AVE	
LC1548	CAMPSTOOL RD. E. OF LIVINGSTON AVE.	
CH1102	CAMPSTOOL RD. W. OF WHITNEY	
CH224	CAPITOL AVE. S. OF 24TH ST.	
LC1293	CARBINE TRAIL N. OF RIDING CLUB	
CH237	CAREY AVE. N. OF 20TH ST.	
CH1315	CAREY AVE. N. OF 25TH ST.	
CH244	CAREY AVE. N. OF 6TH AVE.	
STCH269	CENTRAL AVE. N. OF 24TH ST.	
CH275	CENTRAL AVE. N. OF 5TH ST.	
STCH277	CENTRAL AVE. N. OF 8TH AVE.	
STCH281	CENTRAL AVE. N. OF PERSHING BLVD	
STCH290	CENTRAL AVE. S. OF YELLOWSTONE RD	

STCH282	CENTRAL AVE. W. OF YELLOWSTONE RD	
LC1389	CHRISTENSEN RD. N. OF YARINA WAY	
LC1213	CHRISTENSEN RD. S. OF PERSHING BLVD	
STCH302	COLLEGE DR. E. OF AVE C	
STCH304	COLLEGE DR. E. OF I-25	
STCH308	COLLEGE DR. E. OF SOUTHWEST DR.	
STCH311	COLLEGE DR. N. OF DELL RANGE BLVD	
STCH312	COLLEGE DR. N. OF FOX FARM RD	
STCH315	COLLEGE DR. N. OF LCCC RD (EAST)	
STCH319	COLLEGE DR. N. OF S. INDUSTRIAL RD	
STCH325	COLLEGE DR. S. OF DELL RANGE BLVD	
STCH1367	COLLEGE DR. S. OF SUMMIT DR	
STCH334	COLLEGE DR. W. OF PARSLEY BLVD	
LC337	COLUMBIA DR. E. OF COLLEGE DR	
CH1370	CONVERSE AVE. BETWEEN 18TH ST.	
CH344	CONVERSE AVE. N. OF PERSHING BLVD	
CH1421	CONVERSE AVE. N. OF POINT BLUFF	
CH345	CONVERSE AVE. S. OF 19TH ST.	
CH1420	CONVERSE AVE. S. OF STOREY BLVD	
CH355	CRIBBON AVE. S. OF LEISHER RD	
LC1183	DEERBROOKE TRAIL N. OF FOUR MILE RD (WEST)	
LC1227	DELAWARE ST. N. OF RIDING CLUB RD	
CH362	DELL RANGE BLVD. E. OF CLEVELAND AVE	
CH365	DELL RANGE BLVD. E. OF PRAIRIE AVE (EAST END)	
CH368	DELL RANGE BLVD. E. OF VAN BUREN AVE	
CH370	DELL RANGE BLVD. E. OF WINDMILL RD	
CH371	DELL RANGE BLVD. E. OF YELLOWSTONE RD	
CH377	DELL RANGE BLVD. W. OF POWDERHOUSE RD	
CH381	DELL RANGE BLVD. W. OF RIDGE RD	
CH391	DEMING DR. S. OF 6TH ST.	
CH1412	DRIFTWOOD DR. S. OF DELL RANGE BLVD	
LC1239	E. YELLOWSTONE SERV N. OF RIDING CLUB RD	
LC1287	EMPIRE DR. N. OF IRON MOUNTAIN RD	
CH417	EVANS N. OF 20TH ST.	
CH1314	EVERS BLVD. N. OF CREIGHTON ST	
LC1193	FOUR MILE RD. E. OF WESTEDT RD	
STCH1300	FOUR MILE RD. W. OF CHISOLM TRAIL	
STCH441	FOUR MILE RD. W. OF RIDGE RD	
CH448	FOX FARM RD. W. OF WALTERSCHEID BLVD	
CH451	FRONTIER MALL DR. S. OF DELL RANGE BLVD	
CH1506	GARDENIA DR. W. OF WILLSHIRE BLVD.	
LC455	GLENCOE DR. E. OF COLLEGE	
LC466	HEALY RD. W. OF ROUND TOP RD	
CH474	HILLTOP AVE. N. OF JACKSON ST	
STCH597	HORSE CREEK RD. W. OF HYNDS BLVD	
STCH593	HORSE CREEK RD. W. OF I-25	
CH492	HOUSE AVE. S. OF 26TH ST.	
CH494	HYNDS BLVD. N. OF 8TH AVE	
STCH498	HYNDS BLVD. N. OF PERSHING BLVD	

LC1164	I-80 SERVICE RD W. OF ARCHER I-CHNG	
CH1139	JACKSON ST. E. OF HILLTOP AVE	
CH1331	JEFFERSON RD. W. OF SNYDER AVE	
LC1188	JOHN DR. N. OF FOUR MILE RD	
CH611	KING ARTHUR WAY E. OF MOUNTAIN RD	
CH612	KING ARTHUR WAY W. OF MOUNTAIN RD	
CH1142	LEXINGTON AVE. S. OF CAMPSTOOL RD	
STCH623	LINCOLNWAY E. OF CAREY AVE	
STCH625	LINCOLNWAY E. OF CONVERSE AVE	
STCH634	LINCOLNWAY E. OF LITTLE AMERICA	
STCH636	LINCOLNWAY E. OF MISSILE DR	
STCH646	LINCOLNWAY E. OF SNYDER AVE	
STCH652	LINCOLNWAY S. OF PERSHING BLVD	
STCH655	LINCOLNWAY W. OF CONVERSE AVE	
STCH659	LINCOLNWAY W. OF HOT SPRINGS AVE	
STCH665	LINCOLNWAY W. OF MISSILE DR	
STCH667	LINCOLNWAY W. OF NATIONWAY	
STCH671	LINCOLNWAY W. OF WARREN AVE	
CH678	LOGAN AVE. N. OF 19TH ST	
CH685	LOGAN AVE. S. OF LINCOLNWAY	
CH692	MARJON CT. E. OF TOWNSEND PL	
LC1220	MCALLISTER LN. E. OF POWDERHOUSE RD	
CH1150	MELTON ST. W. OF POWDERHOUSE RD	
LC1408	MILLIRON RD. S. OF CATTLEMANS DR	
CH697	MISSILE N. OF 19TH ST	
CH704	MOORE AVE. S. OF 6TH AVE.	
CH711	MORRIE AVE. N. OF 19TH ST.	
CH718	MORRIE AVE. S. OF 5TH ST.	
CH723	MOUNTAIN RD. N. OF SHERIDAN ST	
CH736	NATIONWAY W. OF LOGAN AVE	
LC1201	NEW BEDFORD DR. E. OF COLLEGE DR	
STCH460	OLD HAPPY JACK RD. E. OF ROUND TOP RD	
STCH462	OLD HAPPY JACK RD. W. OF MISSLE DR	
CH1151	OMAHA RD. W. OF SPRUCE DR	
CH746	O'NEIL AVE. N. OF LINCOLNWAY	
LC766	PARK S. OF COLLEGE DR	
CH777	PERSHING BLVD. E. OF DEY AVE	
LC781	PERSHING BLVD. E. OF HAYES	
CH786	PERSHING BLVD. E. OF MCCOMB AVE	
CH789	PERSHING BLVD. E. OF RIDGE RD	
LC793	PERSHING BLVD. E. OF WHITNEY RD	
CH800	PERSHING BLVD. W. OF CONVERSE AVE	
CH807	PERSHING BLVD. W. OF MCCOMB AVE	
CH808	PERSHING BLVD. W. OF MORRIE AVE	
LC1214	PERSHING BLVD. W. OF REESE RD	
CH1272	PINE AVE. S. OF COLLEGE DR	
CH822	PIONEER AVE. N. OF 20TH ST.	
CH1153	PIONEER AVE. N. OF 26TH ST.	
CH832	PLAINVIEW RD. E. OF MOUNTAIN RD	

CH1154	POINT BLUFF N. OF CONVERSE AVE	
LC1254	POLE MOUNTAIN RD. W. OF BISHOP BLVD	
CH842	POWDERHOUSE RD. N. OF DELL RANGE BLVD	
CH627	POWDERHOUSE RD. N. OF GARDENIA DR	
CH845	POWDERHOUSE RD. N. OF PRAIRIE AVE	
CH847	POWDERHOUSE RD. N. OF STOREY BLVD	
LC850	POWDERHOUSE RD. S. OF IRON MOUNTAIN RD	
LC853	POWDERHOUSE RD. S. OF RIDING CLUB RD	
LC1238	POWELL W. OF YELLOWSTONE	
CH863	PRAIRIE AVE. W. OF POWDERHOUSE RD	
CH1247	PRAIRIE HILLS DR. N. OF VANDEHEIA VE	
LC1186	RANCH LP. N. OF FOUR MILE RD (EAST)	
LC1187	RED FOX RD. S. OF RIDING CLUB RD	
CH888	RIDGE RD. N. OF 12TH ST.	
CH896	RIDGE RD. N. OF PERSHING BLVD	
CH898	RIDGE RD. S. OF 12TH ST	
CH899	RIDGE RD. S. OF CARLA DR	
CH903	RIDGE RD. S. OF LINCOLNWAY	
CH892	RIDGE RD. S. OF STOREY BLVD	
LC1160	RIDING CLUB RD. W. OF RED FOX RD	
CH727	ROCK SPRINGS ST. E. OF WINDMILL RD	
STCH920	ROUNDTOP RD. N. OF MILITARY RD	
CH929	RUSSELL S. OF 20TH ST.	
LC930	S. 1ST AVE. S. OF COLLEGE DR	
STCH958	S. GREELEY HWY (US 85) N. OF ALLISON RD	
STCH959	S. GREELEY HWY (US 85) N. OF COLLEGE DR	
STCH510	S. GREELEY HWY (US 85) S. OF 9TH ST.	
STCH968	S. GREELEY HWY (US 85) S. OF COLLEGE DR	
STCH971	S. GREELEY HWY (US 85) S. OF TERRY RANCH RD.	
LC932	S. INDUSTRIAL RD E. OF COLLEGE	
LC1231	SANTA MARIE DR. S. OF FOUR MILE RD	
CH938	SEYMOUR N. OF 24TH ST.	
CH941	SIOUX DR. N. OF PRAIRIE HILLS DR	
CH949	SNYDER AVE. N. OF ALLISON	
LC1265	SOUTH FORK W. OF SO. GREELEY HWY (US 85)	
LC1228	SPACE DR. S. OF FOUR MILE RD	
LC1391	STAGECOACH RD. N. OF FOUR MILE RD	
LC978	STINNER RD. W. OF HYNDY BLVD	
CH1419	STOREY BLVD E OF CONVERSE	
CH1417	STOREY BLVD E OF POWDERHOUSE	
CH1329	STOREY BLVD. W. OF RIDGE	
CH981	STOREY E. OF YELLOWSTONE	
CH983	STOREY W. OF SHAUN	
LC1334	SUMMIT DR. E. OF RIDGE	
CH1563	TAFT AVE. N. OF 6TH ST.	
CH815	TETON ST W. OF MORRIE AVE	
LC996	THOMAS RD. E. OF COLLEGE	
LC1197	THOROUGHbred S. OF FOUR MILE	
LC1196	THOROUGHbred W. OF YELLOWSTONE	

LC1280	TONTO RD. N. OF IRON MOUNTAIN RD	
LC1216	TREADWAY TRAIL W. OF ROUND TOP RD	
STCH357	US 30 E. OF CHRISTENSEN RD	
STCH630	US 30 E. OF HAYES AVE	
STCH366	US 30 E. OF REESE RD	
STCH1003	US 30 W. OF DELL RANGE BLVD	
STCH673	US 30 W. OF WHITNEY RD	
STCH1377	US 85 E. OF YELLOWSTONE RD	
CH1619	VAN BUREN AVE. N. OF DELL RANGE BLVD	
CH1233	VENTURA DR. S. OF FOUR MILE RD	
LC1206	VICTORIA W. OF COLLEGE DR	
CH1030	WARREN AVE. N. OF 5TH ST	
STCH1038	WARREN AVE. N. OF 20TH ST	
STCH1042	WARREN AVE. N. OF 26TH ST	
STCH1046	WARREN AVE. N. OF PERSHING BLVD	
STCH1047	WARREN AVE. S. OF 8TH AVE	
STCH1050	WARREN AVE. S. OF PERSHING BLVD	
LC1058	WELCHESTER DR. E. OF COLLEGE DR	
LC1283	WHITE EAGLE RD. N. OF IRON MOUNTAIN RD	
LC1074	WHITNEY RD. N. OF US 30	
LC1211	WHITNEY RD. S. OF DELL RANGE BLVD	
LC1212	WHITNEY RD. S. OF PERSHING BLVD	
LC1180	WIND DANCER RD. S. OF IRON MOUNTAIN RD	
STCH1084	YELLOWSTONE RD. N. OF DELL RANGE BLVD	
STCH1085	YELLOWSTONE RD. N. OF FOUR MILE RD	
STCH1089	YELLOWSTONE RD. N. OF RIDING CLUB RD	
STCH1090	YELLOWSTONE RD. N. OF STOREY BLVD	
STCH1095	YELLOWSTONE RD. S. OF IRON MOUNTAIN RD	
STCH1380	YELLOWSTONE RD. S. OF US 85	
LC1100	YORK AVE. S. OF COLLEGE DR	

New WYDOT- CH_ID	2020 LOCATIONS	Volume + Classification
CH343	CONVERSE AVE. N. OF LINCOLNWAY	
CH364	DELL RANGE BLVD. E. OF POWDERHOUSE RD	
CH602	JEFFERSON RD. E. OF ARP AVE	
STCH672	LINCOLNWAY W. OF WESTLAND RD	
CH741	LOGAN AVE. S. OF NATIONWAY	
CH801	PERSHING BLVD. W. OF DUNN AVE	
CH841	POWDERHOUSE RD. N. OF CARLSON ST	
CH894	RIDGE RD. N. OF LINCOLNWAY	
LC974	SOUTHWEST DR. N. OF COLLEGE DR	
CH1067	WESTERN HILLS BLVD. W. OF BISHOP BLVD	

## **TERMS AND CONDITIONS FOR PURCHASE ORDERS ISSUED BY THE CITY OF CHEYENNE**

### **PURPOSE**

Prior to the issuance of a purchase order for the award of goods and/or services, the Contractor shall agree to the City of Cheyenne's Terms and Conditions. There are no other terms or conditions, written or oral, concerning or controlling this matter.

### **INDEMNIFICATION/HOLD HARMLESS**

The Contractor agrees to indemnify, hold harmless and defend the City from and against any and all liabilities, claims, penalties, forfeitures and suits, and the cost and expenses incident thereto, including reasonable attorney's fees, which may hereafter arise as a result of the performance of the Contractor's duties, including death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders to the extent caused by (1) the Contractor's breach of any term or provision of this transaction; or (2) any negligent or wrongful act, error or omission by the Contractor, or its employees or subcontractors in the performance of this transaction. The Contractor acknowledges that it may incur a financial obligation to the City pursuant to the terms of this paragraph.

### **INSURANCE REQUIREMENTS**

The Contractor must provide proof of the following insurance coverages:

#### **Commercial General Liability Insurance**

For claims arising out of bodily injury, illness or death, or from damage to or destruction of property of others, including loss or use thereof, with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate for the entire term of the transaction.

If this coverage is provided pursuant to a "claims made" policy:

- a. Contractor shall, concurrently with the execution of this Transaction, provide the City with a certificate of insurance demonstrating that such coverage is or shall be in effect at the time the Contractor begins the provision of services under this Transaction; and
- b. In the event the Contractor's services extend into a future policy period, the Contractor shall, prior to the policy expiration date, provide the City with a new certificate of insurance demonstrating that such coverage is or shall be in effect during all periods of time that Contractor will provide services under this Transaction; and
- c. Contractor shall maintain said "claims made" coverage for a period of five (5) years following the last date that Contractor has provided services under this Transaction; and
- d. In the event the Contractor or the insurer terminates "claims made" coverage prior to the expiration of the periods provided in subparagraphs a., b., or c. of this paragraph, the Contractor shall provide to the City advance written notification of the termination of said coverage and shall provide the



City with an endorsement for an extended reporting period (“tail coverage”) which shall be in effect for a period of time not less than five (5) years following the last date that Contractor has provided services under this Transaction.

### **Additional Insurance Information**

The Contractor shall name the City of Cheyenne as **an Additional Insured** by endorsement on its insurance policies and shall provide the City with a copy of the endorsements. This requirement does not apply to workers’ compensation and professional liability insurance policies.

Contractor shall provide the City with certificates of insurance acknowledging the above-stated coverages prior to beginning any work under this Transaction.

It is understood and agreed that these policies are primary and not contributory. All policies required under this Transaction shall be in effect for the duration of the Transaction. It shall be an affirmative obligation upon Contractor to immediately notify in writing the city risk manager, city clerk, and city attorney of any fact, circumstance, or occurrence that has resulted in or may result in the cancellation of, or substantive change to any insurance coverage required by this Transaction, and failure to do so shall be construed to be a breach of this Transaction.

If requested by the City, the Contractor shall provide the City with copies of insurance policies and/or policy endorsements listing the City of Cheyenne as an additional insured. The City’s failure to request or review such policies, endorsements, or certificates shall not affect the City’s rights or Contractor’s obligation hereunder.

Any insurance company providing coverage under this Transaction shall have a minimum A. M. Best rating of A- (excellent).

### **GOVERNING LAW, JURISDICTION AND VENUE**

Any matter arising under this purchase order shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this transaction and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

### **GOVERNMENTAL IMMUNITY**

The City of Cheyenne, along with its officials and employees, does not waive its governmental immunity by entering into this transaction, except to the extent necessary for the parties to pursue a contract action to clarify or enforce the written terms of the transaction. Furthermore, the City specifically retains all immunities and defenses available to it as a sovereign or governmental entity pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other relevant state and federal law. Designations of venue, choice of law,

enforcement actions, and similar provisions should not be constructed as a waiver of governmental immunity. The parties agree that any ambiguity in this transaction shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental or sovereign immunity shall be construed in favor of governmental immunity.

#### FORCE MAJEURE

The performance of the Agreement by either party shall be subject to force majeure including, but not limited to, acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including, but not limited to, the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the performance required by this Agreement. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

#### ACCEPTANCE OF TERMS AND CONDITIONS

**CONTRACTOR** : \_\_\_\_\_  
**NAME** : \_\_\_\_\_  
**TITLE** : \_\_\_\_\_  
**SIGNATURE** : \_\_\_\_\_  
**DATE** : \_\_\_\_\_