

EXHIBIT "A"
STANDARD
BID FORM

PROJECT IDENTIFICATION: City of Douglas – Downtown 2nd & 3rd Street Utility Improvements Project

THIS BID SUBMITTED TO: City of Douglas (OWNER)
101 North 4th Street
P.O. Box 1030
Douglas, Wyoming 82633

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents and to substantially complete all Work as specified or indicated in the Contract Documents for the Contract Price.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Bond. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and deliver counterparts of the Agreement, the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of OWNER's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents and the following addenda, receipt of all which is hereby acknowledged:

Addendum No. <u>1</u>	Dated <u>06/22/21</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

- B. Bidder has examined the site and locality where the work is to be performed, the federal, state and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has been such independent investigations as Bidder deems necessary;
- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with

any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5. Bidder may bid any or all schedules and will complete the Work for the bid schedule price(s) based upon materials actually furnished and installed and services actually provided, based on the lump sum and unit prices provided in the itemized bid schedule(s).
6. Bidder agrees that the work for the City of Douglas will be as provided above, substantially and finally completed.
7. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close to an estimate as possible to the actual damages. Any exceptions or objections to this provision are stated in writing and attached hereby by Bidder.
8. The following documents are attached to and made a condition of this Bid:

Required Bid Security in the form of a Bid Bond.
Certificate of Residency (if applicable)

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: P.O. Box 1067
Gillette WY 82717

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, as modified by the Supplementary Conditions.

Submitted on June 29th, 2021.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)


Business Address: _____


Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Hot Iron Inc. (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By:  (seal)
Bryan Gartland President
(Title)

(Seal)
Attest: 

Business Address: 1401 Oil Drive
Gillette WY
82716

Phone Number: 307-682-8702

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

BID SCHEDULE - Addendum No. 1
DOWNTOWN 2ND & 3RD ST UTILITY IMPROVEMENTS PROJECT

Bid Date:

June 29, 2021 @ 2PM

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in this schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with the costs of other related items. The following is a list of abbreviations for this bid schedule.

LS = Lump Sum	EA = Each	LF = Linear Feet	AC = Acre
SY = Square Yard	SF = Square Foot	CY = Cubic Yard	Ton = Ton
FA = Force Account			

Schedule A - 1.5 Alley & 2nd Street					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization and Bonds	LS	1	\$68,395.00	\$68,395.00
2	8" DR 18 C900 PVC Water Main	LF	950	\$69.07	\$65,616.50
3	8" Gate Valve	EA	2	\$2,512.94	\$5,025.88
4	8" Fittings	EA	4	\$1,107.48	\$4,429.92
5	Fire Hydrant Assembly	EA	3	\$7,920.15	\$23,760.45
6	Connect to Existing Water Main	EA	2	\$2,223.30	\$4,446.60
7	1" Water Service Reconnect	EA	23	\$1,304.16	\$29,995.68
8	1.5"-2" Water Service Reconnect	EA	2	\$2,353.10	\$4,706.20
9	4" Fire Line Assembly w/ Valve	EA	1	\$3,969.93	\$3,969.93
10	8" SDR35 PVC Sewer Pipe	LF	550	\$68.76	\$37,818.00
11	4" Sanitary Sewer Service Connection	EA	15	\$1,179.07	\$17,686.05
12	48" Sanitary Sewer Manhole	EA	3	\$3,968.27	\$11,904.81
13	Connect to Existing Sewer Main	EA	2	\$932.89	\$1,865.78
14	Select Backfill	CY	1,500	\$54.64	\$81,960.00
15	Foundation Material	CY	150	\$50.15	\$7,522.50
16	Control Density Flow Fill	CY	15	\$178.72	\$2,680.80
17	Subgrade Repair	CY	85	\$49.64	\$4,219.40
18	Alley Aprons, Valley Gutters, & Driveway Approaches	SY	100	\$158.75	\$15,875.00
19	Concrete Sidewalk	SY	365	\$70.15	\$25,604.75
20	Curb and Gutter	LF	365	\$48.70	\$17,775.50
21	ADA Ramp	EA	4	\$2,435.00	\$9,740.00
22	4" Asphalt / 8" Grading 'W' Base Course	SY	3,650	\$56.35	\$205,677.50
23	French Drain Assembly	LS	1	\$4,699.02	\$4,699.02
24	Landscaping Repairs	LS	1	\$6,900.00	\$6,900.00
25	Traffic Control	LS	1	\$15,000.00	\$15,000.00
26	Force Account	FA	5,000	\$5,000.00	\$5,000.00
Subtotal - Bid Schedule A					\$682,275.70

Schedule B - 3rd Street & 3.5 Alley

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization and Bonds	LS	1	\$77,935. ⁰⁰	\$77,935. ⁰⁰
2	8" DR 18 C900 PVC Water Main	LF	1,050	\$69. ³⁵	\$72,817. ⁵⁰
3	8" Gate Valve	EA	2	\$2,612. ⁹⁴	\$5,225. ⁸⁸
4	8" Fittings	EA	4	\$1,107. ⁴⁸	\$4,429. ⁹²
5	4" Fire Line Assembly w/ Valve	EA	6	\$3,922. ⁹³	\$23,537. ⁵⁸
6	6" Fire Line Assembly	EA	6	\$4,265. ²⁷	\$25,591. ⁶²
7	Fire Hydrant Assembly	EA	2	\$7,665. ⁴⁶	\$15,330. ⁹²
8	Connect to Existing Water Main	EA	2	\$2,223. ³⁰	\$4,446. ⁶⁰
9	1" Water Service Reconnect	EA	27	\$1,380. ⁷⁴	\$37,279. ⁹⁸
10	1.5"-2" Water Service Reconnect	EA	1	\$2,189. ³⁵	\$2,189. ³⁵
11	2" Water Service Reconnect - No Curb Stop	EA	1	\$1,306. ⁵⁹	\$1,306. ⁵⁹
12	8" SDR35 PVC Sewer Pipe	LF	1,000	\$68. ⁷³	\$68,730. ⁰⁰
13	4" Sanitary Sewer Service Connection	EA	23	\$1,180. ⁷⁷	\$27,157. ⁷¹
14	48" Sanitary Sewer Manhole	EA	4	\$3,968. ²⁷	\$15,873. ⁰⁸
15	Connect to Existing Sewer Main	EA	3	\$876. ⁵³	\$2,629. ⁵⁹
16	Select Backfill	CY	1,500	\$54. ⁶⁴	\$81,960. ⁰⁰
17	Foundation Material	CY	200	\$60. ¹⁵	\$12,030. ⁰⁰
18	Control Density Flow Fill	CY	25	\$159. ⁷⁵	\$3,993. ⁷⁵
19	Subgrade Repair	CY	85	\$49. ⁶⁴	\$4,219. ⁴⁰
20	Alley Aprons, Valley Gutters, & Driveway Approaches	SY	350	\$124. ²⁵	\$43,487. ⁵⁰
21	Concrete Sidewalk	SY	300	\$69. ⁸⁰	\$20,940. ⁰⁰
22	Curb and Gutter	LF	450	\$45. ²⁵	\$20,362. ⁵⁰
23	4" Asphalt / 8" Grading 'W' Base Course	SY	4,000	\$56. ³⁵	\$225,400. ⁰⁰
24	Landscaping Repairs	LS	1	\$6,900. ⁰⁰	\$6,900. ⁰⁰
25	Traffic Control	LS	1	\$12,000. ⁰⁰	\$12,000. ⁰⁰
26	Force Account	FA	5,000	\$5,000. ⁰⁰	\$5,000. ⁰⁰
Subtotal - Bid Schedule B					\$820,774.⁴⁷

Subtotal - Bid Schedule A	\$682,275. ⁷⁰
Subtotal - Bid Schedule B	\$820,774. ⁴⁷
Total Base Bid	\$1,503,050.⁴⁷

A large, stylized handwritten signature in black ink, located in the bottom left corner of the page. The signature is cursive and appears to be the name of the contractor or estimator.

**STANDARD
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Hot Iron, Inc. as Principal, and United Fire & Casualty Company Surety, are hereby held and firmly bound, pursuant to Wyoming Statute Section 15-1-113(f), unto the City of Douglas, as OWNER, in the penal sum of Five Percent of Amount Bid Dollar(s) (\$ 5%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the City of Douglas, a certain BID, whereby it has offered to enter into an Agreement in writing with OWNER, for the City of Douglas – Downtown 2nd & 3rd Street Utility Improvements Project

NOW, THEREFORE,

- A. If said BID shall be rejected; or,
- B. If said BID shall be accepted and the Principal shall execute and deliver the Agreement to OWNER within ten (10) days after Notice of Award (which shall constitute presentation of the Agreement to the Principal for the purpose of execution) and shall furnish Bonds in forms furnished by OWNER for Principal's faithful performance of said Agreement and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall otherwise proceed with the performance of said Agreement, then this obligation shall be void, otherwise the same shall remain in full force and effect and OWNER may proceed against the BOND. It is expressly understood and agreed, however, that the liability of Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by an extension of the time within which the OWNER may accept such BID, to a maximum of sixty (60) days after its submission to OWNER; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, this 29th day of June, 2021.

Attest:

[Signature]
Secretary or Authorized Witness for Corporate Bidder

(Seal)

Hot Iron, Inc.
Principal (Corporation, Partnership, Individual)

BY: [Signature]
(Authorized Representative or Partnership)

Bryan Garland
(Print or Type Name)
1401 Oil Drive
Gillette, WY 82716
(Address)

State of Wyoming)
County of Campbell) ss.



The foregoing Bid Bond was executed before me by Bryan Garland
on behalf of Hot Iron, Inc., this 29th day of June, 2021.

[Signature]
Notary Public

My Commission Expires: 04/08/25

United Fire & Casualty Company
Surety

BY: [Signature]
Attorney-in-Fact for Surety Amanda L McKee

118 2nd Ave. SE, PO Box 73909
(Address)
Cedar Rapids, IA 52401

State of Wyoming)
County of Campbell) ss.

The foregoing Bid Bond was executed before me by Amanda L McKee,
who represented that he/she was the Attorney-in-Fact for the above named Surety, this
29th day of June, 2021.

[Signature]
Notary Public

My Commission Expires: 6-9-2025





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint Amanda L McKee their true and lawful Attorney-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00

Surety Bond Number Bid Bond
 Principal: Hot Iron, Inc.
 Obligor: City of Douglas

and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 19th day of December, 2017



UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By *Dennis J. Richman* Vice President

State of Iowa, County of Linn, ss:

On 19th day of December, 2017, before me personally came Dennis J. Richman to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell Notary Public
 My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 29th day of June 2021.



By: *Mary A. Bertsch*

Assistant Secretary,
 UF&C & UF&I & FPIC



STATE OF WYOMING CERTIFICATE OF RESIDENCY



Contractor Number: 0538

THIS CERTIFIES THAT:

HOT IRON, INC.

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED.

GRANTED THIS 2nd Day of January TWO THOUSAND AND 21

A handwritten signature in cursive script that reads "Trevor Mansfield".

Trevor Mansfield, Business Manager

EXPIRATION DATE: 1/1/2022

To verify the authenticity of the certificate,
please contact our office at 307-777-7261 or visit
wyomingworkforce.org/businesses/labor/info



CERTIFICATE SERIAL NUMBER: 1012108