

EXHIBIT "A"
STANDARD
BID FORM

PROJECT IDENTIFICATION: City of Douglas – Water Treatment Plant Miscellaneous 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> 11/19/2021 </u>
Addendum No. <u> </u>	Dated <u> </u>
Addendum No. <u> </u>	Dated <u> </u>
 - 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: Ramshorn Construction, Inc.
P.O. Box 2422, Casper, WY 82602

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 December 1, 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: _____

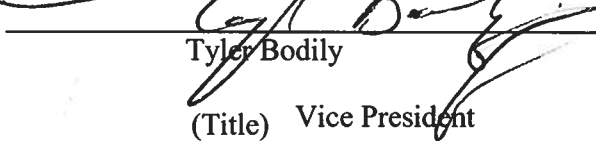
Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: RAMSHORN CONSTRUCTION, INC (seal)
(Corporation's or Limited Liability Company's Name)

WYOMING

(State of Incorporation or Organization)

By:  (seal)
Tyler Bodily
(Title) Vice President

(Seal)

Attest: 

Business Address: Ramshorn Construction, Inc.
P.O. Box 2422
Casper, WY 82602

Phone Number: 307-234-6879

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

CITY OF DOUGLAS WATER TREATMENT PLANT MISCELLANEOUS IMPROVEMENTS PROJECT - Addendum 1

Bid Date:

December 1st, 2021

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

Schedule A - Water Treatment Plant					
Item	Description	Unit	Quantity	Unit Cost	Total Cost
1	Mobilization and Bonds	LS	1	\$75,000.0	\$75,000.00
2	Sand Removal and Disposal	CY	270	\$125.00	\$33,750.00
3	Sand Replacement	CY	1200	\$468.00	\$561,600.00
4	Turbidimeters, Controllers, and Test Piping	EA	3	\$15,000.00	\$45,000.00
5	Magnetic Flowmeter, Electrical, and SCADA	LS	1	\$35,000.00	\$35,000.00
6	Mechanical Piping Modifications	LS	1	\$35,000.00	\$35,000.00
7	Force Account	FA	1	\$5,000.00	\$5,000.00
Subtotal - Bid Schedule A					\$790,350.00
Total Base Bid					\$790,350.00

ADDENDUM #1

To the

BIDDING AND CONTRACT DOCUMENTS

For the

**CITY OF DOUGLAS WATER TREATMENT PLANT MISC.
IMPROVEMENTS PROJECT
Project No. 21-050**

Prepared for:
City of Douglas
101 North Fourth St.
Douglas, WY 82633

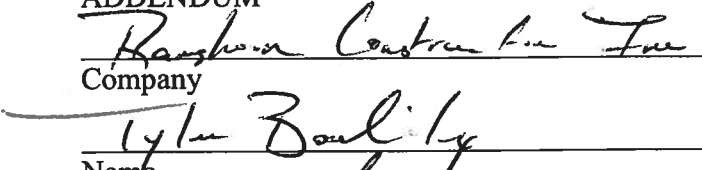
Date of the Addendum November 19, 2021

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

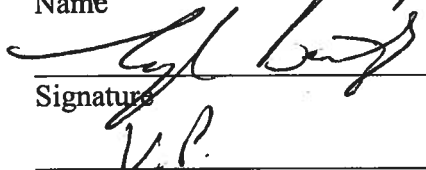
APPROVED:


Alan Corey, Project Engineer

ACKNOWLEDGEMENT OF RECEIPT OF
ADDENDUM


Company

Name


Signature

Title

11-19-21
Receipt Date

**STANDARD
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Ramshorn Construction, Inc. as Principal, and Nationwide Mutual Insurance 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.

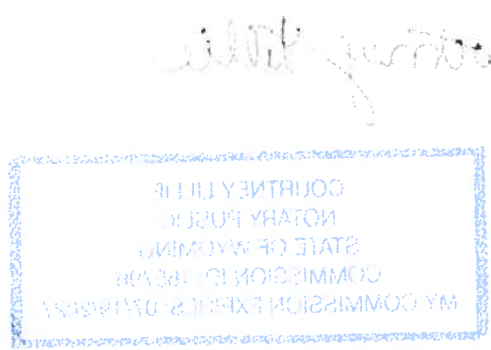
The Condition of the above obligation is such that whereas the Principal has submitted to the City of Douglas, a certain BID, whereby it has offered to enter into an Agreement in writing with OWNER, for the City of Douglas – Water Treatment Plant
Miscellaneous Improvements Project

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 November, 2021.



BB-500141170

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Janece L. Wilhelm

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of: Unlimited

Surety Bond Number: Bid Bond
Principal: Ramshorn Construction, Inc.
Obligee: City of Douglas

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss
On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC8270117
Qualified in New York County
Commission Expires October 19, 2024

[Handwritten signature of Stephanie Rubino McArthur]

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 29th day of November 2021.

[Handwritten signature of Laura B. Guy]

Assistant Secretary



STATE OF WYOMING CERTIFICATE OF RESIDENCY



Contractor Number: 0041

THIS CERTIFIES THAT:

RAMSHORN CONSTRUCTION, 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 12th Day of January TWO THOUSAND AND 21

A handwritten signature in black ink that reads "Trevor Mansfield".

Trevor Mansfield, Business Manager

EXPIRATION DATE: 1/11/2022



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: 12012137