

BID FORMS

PROJECT IDENTIFICATION: **New Washington Park Shelter**

THIS BID IS TO BE SUBMITTED TO: City of Douglas, Attn: City Clerk
P.O. Box 1030, 101 N. 4th Street
Douglas, WY 82633

1. The following documents are attached to and made a condition of this bid:
 - a. Bid Schedule of Prices: The unit price bid must be shown in the space provided. Show unit prices in both words and figures.
 - b. Bidder Signature Sheet: To be filled in and signed by the Bidder.
 - c. Non-collusion Affidavit: Must be subscribed to and sworn before a Notary Public.
 - d. Bond Accompanying Bid: This form is to be executed by the Bidder and the Surety company unless bid is accompanied by a certified check. The amount of this bond be no less than five percent (5%) of the total amount bid and may be shown in dollars or on a percentage basis.

2. The undersigned Bidder agrees, if this bid is accepted, to enter into an Agreement with Owner in the form similar to that included in the Contract Documents and to complete all Work as specified or indicated in the Contract Documents for the Contract Price within the contract time specified in the Instructions to Bidder.

3. Bidder accepts all the terms and conditions of the Advertisement for bids and Instructions to Bidders, including those dealing with the disposition of bid security. This bid will remain open for thirty (30) days after the day of bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Contract Documents within fifteen (15) days after the date of Owner's Notice of Award.

4. In submitting this bid, Bidder represents, as more fully set forth in the agreement, the Bidder has examined copies of all bidding documents and of the following addenda (receipt of which is hereby acknowledged).
 - a. Addendum No. 1 Dated 12/8/23
 - b. Addendum No. Dated
 - Addendum No. Dated

5. 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 made such independent investigations as Bidder deems necessary.

Bidder Initials: RM
Page 8 of 35

6. Bidder accepts the provisions of the Agreement as to liquidate 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 an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
7. Communications concerning this bid shall be addressed to Bidder's Representative (please print):

Name	JTL Group, Inc. dba Knife River
Address	PO Box 730
City/State/Zip	Casper, WY 82602
Phone No.	(307) 237-9346
Email	phillip.ostrander@kniferiver.net
Fax No.	(307) 234-7211

The following forms, samples of which are included in this Project Manual, are to be executed after the contract is awarded:

- a. Contract: This agreement to be executed by the successful Bidder.
- b. Performance/Contractor's Bond: To be executed by the successful Bidder and his or her Surety company.
- c. Appropriate City of Douglas contractor's license: To be executed by the successful Bidder after award and before project startup.

SCHEDULE OF PRICES

Unit prices for all items, all extensions and total amount of bid must be shown. Show unit prices in both words and figures and where conflict occurs, the written or typed words shall prevail, and the bid shall be adjusted accordingly.

Item No.	Description	Unit	Unit Price: Dollars/Cents	Total Price: Dollars/Cents
1.	Furnish & Install one (1) New Specified Picnic Shelter	Lump Sum	\$120,000.00 <i>one hundred twenty thousand Dollars and zero cents</i>	\$120,000.00 <i>one hundred twenty thousand Dollars and zero cents</i>
2.	Remove and dispose existing Shelter	Lump Sum	\$42,900.00 <i>forty two thousand nine hundred Dollars and zero cents</i>	\$42,900.00 <i>forty two thousand nine hundred Dollars and zero cents</i>
3.	Remove and replace Concrete pad and retaining wall.	Lump Sum	\$56,000.00 <i>sixty six thousand Dollars and zero cents</i>	\$56,000.00 <i>sixty six thousand Dollars and zero cents</i>
4.				
5.				
6.				
7.				
8.				

Total Bid Price (include written number and numerical spelling):

\$228,900.00 Two Hundred Twenty Eight Thousand Nine Hundred Dollars and zero cents.

BIDDER:

JTI Group, Inc. dba Knife River
NAME OF COMPANY

Rob Jongsma
NAME OF INDIVIDUAL COMPLETING BID

[Signature]
SIGNATURE OF INDIVIDUAL COMPLETING BID

12/13/23
DATE OF BID SUBMISSION

SIGNATURE PAGE

IF BIDDER IS:

AN INDIVIDUAL

By: _____ doing business as: _____
(Name)

Address: _____ Phone: _____

A PARTNERSHIP

By: _____ (seal)
(Firm Name)

_____ (General Partner)

Business Address: _____ Phone: _____

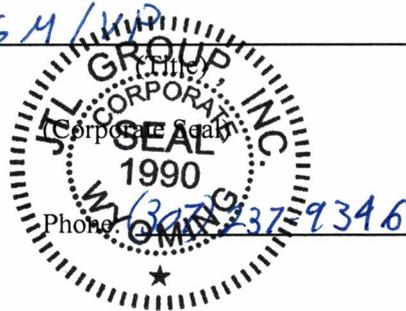
A CORPORATION

By: JTL Group, Inc. dba Knife River of Wyoming
(Corporation Name) (State of Incorporation)

By: [Signature] GM/KW
(Signature)

ATTEST: [Signature]

Business Address: PO Box 730
Casper, WY 82602



A JOINT VENTURE

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

(Each member of the joint venture must sign; attach additional sheet if necessary.)

NON-COLLUSION AFFIDAVIT - CONSTRUCTION

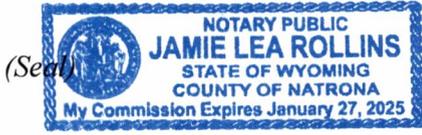
STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

NON-COLLUSION AFFIDAVIT

Robert Jongsma, being first duly sworn, in his oath says that the bid above submitted is a genuine and not a sham or collusive bid or made in the interest or on behalf of any person not therein named; and he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said Bidder has not in any manner sought by collusion to secure to self an advantage over any other Bidder or Bidders.

CONTRACTOR: 

Subscribed and sworn to before me this 8 day of December, 2023.



Jamie Rollins
Notary Public in and for the State of Wyoming
residing at Natrona

My Commission expires: 01-27-25

City of Douglas Parks Department

New Washington Park Shelter

Addendum # 1

12/8/23

- Extension of completion days from 90 to 120. Not to exceed June 28th 2024.

ARTICLE II – TIME OF COMPLETION

1. The work to be completed under this Contract shall be commenced within thirty (30) calendar days after receipt of Notice to Proceed, weather permitting.
2. The number of days within which the work is to be completed begins on the date of the Notice to Proceed and is set forth below:

Substantial Completion	120 calendar days:
Final Completion	June 28 th 2024:

- Areas to receive retainer wall will not require thickened edge of concrete pad. The bottom of the retainer wall is to be a minimum of 16" below the top of concrete pad.
- A resolution adopted by the city council dated November 13th establishing a buy local policy allows a 10% increase in favor of local vendors and suppliers to be considered for any purchasing.

Acknowledge receipt of Addendum 1 on bid sheet dated 12/8/23 page 8 of bid form.

End of addendum 1

PRE-BID CONFERENCE ATTENDEES

December 6th 2024

New Washington Park Shelter

<u>Name/Representing</u>	<u>Email</u>
Phil Ostrander Knife River	phillip.ostrander@kniferiver.net
Ron McNare K&R Construction	rmcnare@krconstruction.com
Other Plan holders	
Brandon Smith A to Z Recreation	brandon@atozrecreation.com



STATE OF WYOMING CERTIFICATE OF RESIDENCY



Contractor Number: 0064

THIS CERTIFIES THAT:

JTL GROUP, INC. dba KNIFE RIVER

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 23

Michete Johnson, Program Manager

EXPIRATION DATE: 1/1/2024



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: 0201202319

Intermountain Region-Administration Division
PO Box 30238
Billings, MT 59107
(406) 651-2500
(406) 651-2461 Fax

01-04-2021

Re: Appointment of Agents - Power of Attorney

To Whom It May Concern:

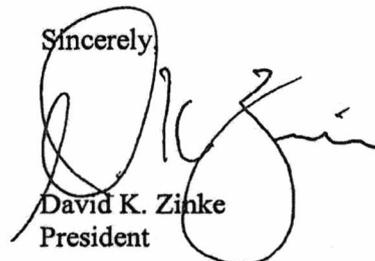
Pursuant to a Board resolution adopted by the Board of Directors of JTL Group, Inc., a Montana corporation, and JTL Group, Inc., a Wyoming corporation, I am authorized, as President, to designate certain individuals as agents of JTL Group, Inc. who shall be authorized, in the name and on behalf of JTL Group, Inc., to execute and deliver construction contracts, subcontracts, agreements, documents, and other instruments with governmental authorities (federal, state, county, or local), with general contractors or subcontractors, and with private parties.

I hereby designate each of the following individual(s) an agent of JTL Group, Inc., and each of them is authorized and empowered to execute and deliver documents, including but limited to, construction contracts, subcontracts, prime contractor proposals, subcontractor proposals, competitive bids for projects, price quotations or bids for materials, lien releases, and other related agreements, documents, and instruments with governmental authorities (federal, state, county, or local), with general contractors or subcontractors, and with private parties, in the name and on behalf of JTL Group, Inc.:

Mike Eichner
Tyler Bokma
Robert Jongsma
Todd McKeever

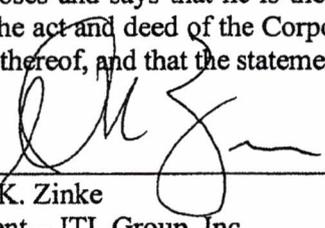
This authorization letter is effective and in full force and effect, until modified.

Sincerely,


David K. Zinke
President

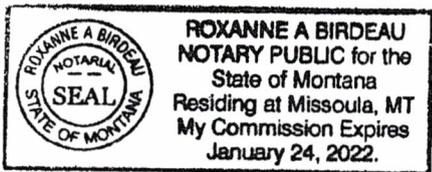
STATE OF MONTANA)
) ss:
COUNTY OF _____)

David K. Zinke, being first duly sworn, deposes and says that he is the President for JTL Group, Inc.; that the execution of this instrument is the act and deed of the Corporation, that he has read the foregoing document and knows the contents thereof, and that the statements herein are true.



David K. Zinke
President – JTL Group, Inc.

Subscribed and sworn to before me on January 4, _____, 2021.



Roxanne A. Birdeau, Notary Public
Missoula County, Montana
My commission expires: January 24, 2022

BID BOND - CONSTRUCTION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, JTL Group, Inc. dba Knife River as Principal, and Liberty Mutual Insurance Company, as Surety, are hereby held and firmly bound unto the City of Douglas, Wyoming, as Owner, in the penal sum of Five Percent of Amount Bid (5%), for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our successors and assigns.

Signed, this 13th day of December, 2023.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Douglas, Wyoming, a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the **New Washington Park Shelter**.

NOW, THEREFORE,

- a. If said bid shall be rejected, or
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a Performance/Contractor's Bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all respects perform the agreement created by the acceptance of said bid, then this obligation shall be void. Otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the 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 in no way be impaired or affected by any extension of the time within which the Owner may accept such bid; 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, the day and year first set forth above.

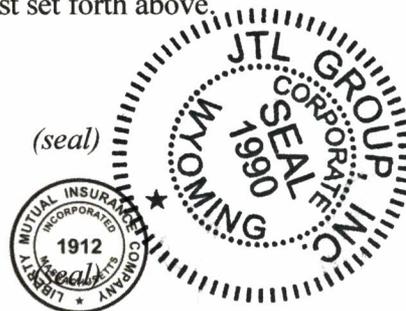
PRINCIPAL: JTL Group, Inc. dba Knife River

By: _____

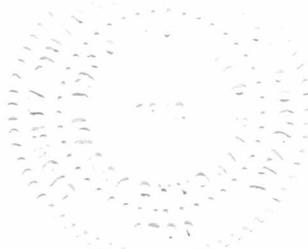
SURETY: Liberty Mutual Insurance Company

By: _____

Kelly Nicole Enghausen, Attorney-in-Fact



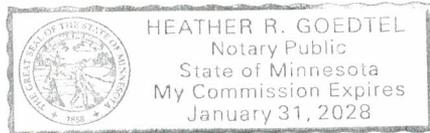
IMPORTANT: Surety companies executing BONDS must appear in the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Wyoming.



Surety Acknowledgment

State of Minnesota }
County of Hennepin } ss.

On this 13th day of December 2023, before me personally came Kelly Nicole Enghauser, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Liberty Mutual Insurance Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.



A handwritten signature in blue ink, appearing to read "Heather R. Goedel", written over a horizontal line.

Notary Public



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8209239-190003

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohlig; Brian D. Carpenter; Craig Olmstead; Erik T. Gunkel; Haley Pflug; Heather R. Goedel; Jessica Hoff; Kelly Nicole Enghauser; Laurie Pflug; Michelle Halter; Michelle Ward; Nicole Langer

all of the city of Bloomington state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of January, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 12th day of January, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of December, 2023.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

