

EXHIBIT "A"
STANDARD
BID FORM

PROJECT IDENTIFICATION: City of Douglas – S. Downtown Alleys Improvement 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>02/27/2024</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: Wayne Coleman Construction, Inc.
PO Box 2440, Mills, WY 82644

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 March 5, 2024.

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: Wayne Coleman Construction, Inc. (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By:  (seal)
Elizabeth Milberger, Secretary
(Title)

(Seal)

Attest: 

Business Address: Wayne Coleman Construction, Inc.
1898 Melodi Lane
Casper, WY 82601

Phone Number: 307-265-3158

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.)

ADDENDUM #1

To the

BIDDING AND CONTRACT DOCUMENTS

For the

**S. DOWNTOWN ALLEYS IMPROVEMENTS PROJECT
Project No. 22-034**

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

Date of the Addendum February 27, 2024

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

Wayne Coleman Construction, Inc.

Company

Elizabeth Milberger

Name



Signature

Secretary

Title

February 28, 2024

Receipt Date

BID SCHEDULE

S. DOWNTOWN ALLEYS IMPROVEMENTS PROJECT - Addendum 1

Bid Date:

March 5th, 2024 @ 2:00PM MST

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 - Sewer					
Item	Description	Unit	Quantity	Unit Cost	Total Cost
A1	Mobilization and Bonds	LS	1	\$60,000.00	\$60,000.00
A2	48" Sanitary Sewer Manholes	EA	6	\$16,000.00	\$96,000.00
A3	8" SDR35 PVC Sewer Main	LF	1690	\$315.00	\$532,350.00
A4	8" DR25 PVC Sewer Main	LF	320	\$315.00	\$100,800.00
A5	8" DR18 FPVC Trenchless Sewer Replacement	LF	320	\$300.00	\$96,000.00
A6	Insertion and Receiving Pits	LS	1	\$44,000.00	\$44,000.00
A7	Reconnect Sanitary Services (Trenchless)	EA	5	\$2,800.00	\$14,000.00
A8	Reconnect Sanitary Sewer Services	EA	45	\$2,000.00	\$90,000.00
A9	Connect to Existing Sewer Main	EA	6	\$10,000.00	\$60,000.00
A10	Connect to Existing Sewer Manhole	EA	2	\$10,000.00	\$20,000.00
A11	Controlled Density Flow Fill	CY	30	\$400.00	\$12,000.00
A12	Foundation Material	CY	215	\$85.00	\$18,275.00
A13	Select Backfill	CY	475	\$75.00	\$35,625.00
A14	Traffic Control	LS	1	\$19,500.00	\$19,500.00
A15	Force Account	FA	15000	\$1.00	\$15,000.00
Subtotal - Bid Schedule A					\$1,213,550.00

Schedule B - Water					
Item	Description	Unit	Quantity	Unit Cost	Total Cost
B1	Mobilization and Bonds	LS	1	\$50,000.00	\$50,000.00
B2	6" DR18 C900 PVC Water Main	LF	220	\$300.00	\$66,000.00
B3	6" Ductile Iron Fittings	EA	6	\$1,500.00	\$9,000.00
B4	1" Water Services	EA	2	\$4,200.00	\$8,400.00
B5	1.5" Water Services	EA	1	\$5,000.00	\$5,000.00
B6	6" Fire Line Assembly	EA	1	\$11,000.00	\$11,000.00

B7	Connect to Existing Water	EA	1	\$11,000.00	\$11,000.00
B8	Controlled Density Flow Fill	CY	10	\$400.00	\$4,000.00
B9	Foundation Material	CY	20	\$85.00	\$1,700.00
B10	Select Backfill	CY	150	\$75.00	\$11,250.00
B11	Traffic Control	LS	1	\$19,282.00	\$19,282.00
B12	Force Account	FA	15000	\$1.00	\$15,000.00
Subtotal - Bid Schedule B					\$211,632.00

Schedule C - Asphalt and Concrete					
Item	Description	Unit	Quantity	Unit Cost	Total Cost
C1	Mobilization and Bonds	LS	1	\$20,000.00	\$20,000.00
C2	Alley Apron/Approaches	SY	100	\$200.00	\$20,000.00
C3	Grading "W" Base Course	SY	1100	\$18.00	\$19,800.00
C4	Subgrade Repair	CY	250	\$87.00	\$21,750.00
C5	Geotextile Fabric	SY	3700	\$7.00	\$25,900.00
C6	4" Asphalt with 8" Grading "W" Base Course with 3' Wide Valley Gutter	SY	3700	\$90.00	\$333,000.00
	6" Concrete with 4" Grading "W" Base Course	SY	3700	No Bid	
C7	8" Asphalt with 12" Grading "W" Base Course (Trench Patch)	SY	105	\$235.00	\$24,675.00
C8	Concrete Collar and Manhole Adjustment (Existing Manholes)	EA	3	\$3,000.00	\$9,000.00
C9	Traffic Control	LS	1	\$19,000.00	\$19,000.00
C10	Force Account	FA	25000	\$1.00	\$25,000.00
Subtotal - Bid Schedule C					\$518,125.00

Subtotal Schedule A	\$1,213,550.00
Subtotal Schedule B	\$211,632.00
Subtotal Schedule C	\$518,125.00
Total Base Bid	\$1,943,307.00

Alternate Schedule - Sewer					
Item	Description	Unit	Quantity	Unit Cost	Total Cost
1	8" HDPE DR17 (DIPS) Trenchless Sewer Replacement	LF	320	\$230.00	\$73,600.00
Total Alternate Bid Schedule					\$73,600.00

**STANDARD
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Wayne Coleman Construction, Inc. as Principal, and The Ohio Casualty 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 -

S. Downtown Alleys Improvement 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 21st day of February, 2024.



Attest:

Secretary or Authorized Witness for Corporate Bidder

(Seal)

State of Wyoming)
) ss.
County of Natrona)

The foregoing Bid Bond was executed before me by Elizabeth Milberger,
on behalf of Wayne Coleman Construction, Inc., this 23rd day of February, 2024

My Commission Expires: August 7, 2024



State of Wyoming)
) ss.
County of Natrona)

The foregoing Bid Bond was executed before me by Denise Sherwin,
who represented that he/she was the Attorney-in-Fact for the above named Surety, this
21st day of February, 2024.

My Commission Expires: March 8, 2025

Wayne Coleman Construction, Inc.
Principal(Corporation, Partnership, Individual)

BY: [Signature]
(Authorized Representative or Partnership)

Elizabeth Milberger
(Print or Type Name) Secretary
P.O. Box 2440
Mills, WY 82644
(Address)

[Signature]
Notary Public

The Ohio Casualty Insurance Company
Surety

BY: [Signature]
Attorney-in-Fact for Surety
Denise Sherwin, Attorney-in-Fact
175 Berkeley Street
(Address)
Boston, MA 02116

[Signature]
Notary Public Janece L Wilhelm





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

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 Denise Sherwin all of the city of Casper, state of WY its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Wayne Coleman Construction, Inc.
Obligee Name: City of Douglas
Surety Bond Number: Bid Bond Bond Amount: See Bond Form

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 21st day of February, 2024.

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



By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 21st day of February, 2024, 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: [Signature of Teresa Pastella]
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, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this 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 21st day of February, 2024.



By: [Signature of Renee C. Llewellyn]

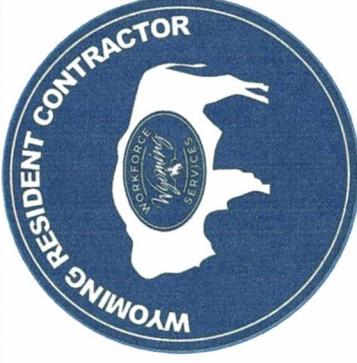
Renee C. Llewellyn, Assistant Secretary

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.



STATE OF WYOMING CERTIFICATE OF RESIDENCY



Contractor Number: 0344

THIS CERTIFIES THAT:

WAYNE COLEMAN CONSTRUCTION

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 MAY TWO THOUSAND AND 23

Michele Johnson, Program Manager

EXPIRATION DATE: 5/1/2024

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: 0205202343