

**BID FORM**  
**THE CITY OF DOUGLAS**  
**CITY HALL FAÇADE RENOVATION**  
**PROJECT**  
Douglas, Wyoming

July 9, 2024

Proposal of: K+R Construction, LLC  
(hereinafter called Bidder) a Corporation Individual, Partnership, or Association,  
organized under the laws of the State of Wyoming (fill in State) and  
having its principal office and place of business in the State  
of Wyoming (fill in State) for a period of 21 years (fill in  
number of years).

To: The City of Douglas  
101 N Fourth Street  
P.O. Box 1030  
Douglas, WY 82633

The undersigned, having examined the Contract Documents and the site of the proposed work, and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

The work to be performed under this Contract shall commence upon written Notice to Proceed and shall be substantially complete by Friday, December 6, 2024. The contractor agrees to pay as liquidated damages in the amount of two hundred dollars (\$200.00) per day for each calendar day beyond that date that the project is not substantially completed.

Bidder acknowledges receipt of the following addenda:

1, \_\_\_\_\_, \_\_\_\_\_

**1. BASE PROPOSAL – CITY HALL FAÇADE RENOVATION**

**City Hall Façade Renovation Project**

Bidder agrees to perform all the work described in the Contract Documents for the sum of:

Three Hundred Eighty Nine Thousand Dollars + <sup>00</sup>/<sub>100</sub> Dollars  
(\$ 389,000<sup>00</sup>). (Amount shall be shown in both words and figures.  
In case of discrepancy, the amount shown in words shall govern).

(\$ 19,450<sup>00</sup>) 5% of the Base Bid, is to become the property of the Owner in the event that the contract and bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

**2. ALTERNATES:**

**A. ADDITIVE BID ALTERNATE #1 – West Facing Canopy.**

1. Additive Bid Alternate 1: To include the west-facing canopy structure and associated elements, as indicated on sheet A3.1.

Bidder agrees to perform all the work described for the alternate within the Contract Documents for the sum of:

Seventy Eight Thousand Dollars & 00/100 -----Dollars

(\$ 78,000.00 -----). (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern).

Respectfully submitted:

SEAL

(if bid is by a corporation)

By: Ronald V McVay

Manager

(Title)

K+R Construction, LLC

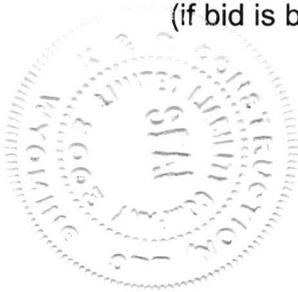
(Company Name)

PO Box 1070

(Address)

Douglas, Wyoming

(City and State)



END OF PROPOSAL



**STANDARD  
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, K&R Construction LLC 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 – City Hall Facade Renovation

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 2nd day of July, 2024.



Attest:

Con McNare  
Secretary or Authorized Witness for Corporate Bidder

K&R Construction LLC  
Principal(Corporation, Partnership, Individual)

BY: Ronald V McNare  
(Authorized Representative or Partnership)

(Seal)

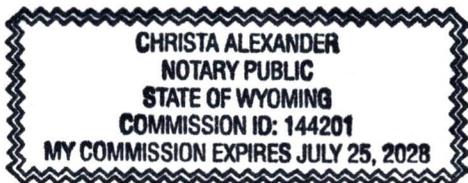
Ronald V McNare  
(Print or Type Name)  
PO Box 1070  
Douglas, WY 82633  
(Address)

State of Wyoming )  
 ) ss.  
County of Converse )

The foregoing Bid Bond was executed before me by Ronald V. McNare,  
on behalf of K&R Construction, this 9<sup>th</sup> day of July, 2024.

Christa Alexander  
Notary Public

My Commission Expires: July 25, 2028



Nationwide Mutual Insurance Company  
Surety

BY: Denise Sherwin  
Attorney-in-Fact for Surety

Denise Sherwin, Attorney-in-Fact  
One West Nationwide Blvd., 1-14-301  
(Address)  
Columbus, OH 43215-2220



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  
2nd day of July, 2024.

Janece L Wilhelm  
Notary Public Janece L Wilhelm

My Commission Expires: March 8, 2024



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:

Denise Sherwin

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: K&R Construction LLC
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 1st day of April, 2024.

[Handwritten signature of Antonio C. Albanese]

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

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, 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.

Notary Public information box for Sharon Leburda, State of New York, No. 01LA6427697, Commission Expires January 3, 2026.

[Handwritten signature of Sharon Leburda]

Notary Public My Commission Expires January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, 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 2nd day of July, 2024.

[Handwritten signature of Lezlie F. Chimienti]

Assistant Secretary





# STATE OF WYOMING CERTIFICATE OF RESIDENCY



Contractor Number: 0134

## K & R CONSTRUCTION, LLC

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 2<sup>ND</sup> DAY OF MARCH TWO THOUSAND AND 24

Michele Johnson, Program Manager

EXPIRATION DATE: 3/1/2025

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



CERTIFICATE SERIAL NUMBER: 0203202438