

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

July 9, 2024

Proposal of: CASPAR BUILDING SYSTEMS, INC.

(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 50 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:

FOUR HUNDRED NINETY-THREE THOUSAND Dollars

(\$ 493,000.00). (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern).

(\$ 24,650.00) 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:

ONE HUNDRED THIRTEEN THOUSAND-----Dollars

(\$ 113,000.00-----). (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:

PRESIDENT

(Title)

CASPAR BUILDING SYSTEMS, INC.

(Company Name)

1975 OLD SALT CREEK HWY

(Address)

CASPER, WY 82601

(City and State)

END OF PROPOSAL

BID BOND

AMCO Insurance Company
Nationwide Mutual Insurance Company
Allied Property & Casualty Insurance Company
1100 Locust St., Dept 2006 Des Moines, IA 50391-2006
(866) 387-0457

CONTRACTOR:

Caspar Building Systems, Inc.
1975 Old Salt Creek Highway
Casper, WY 82601

SURETY:

Nationwide Mutual Insurance Company
1100 Locust St., Dept. 2006
Des Moines, IA 50391-2006

OWNER:

City of Douglas
101 North 4th Street
Douglas, WY 82633

BOND AMOUNT: (5%) Five Percent of Amount Bid

PROJECT: City of Douglas - City Hall Façade Renovation

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be a Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

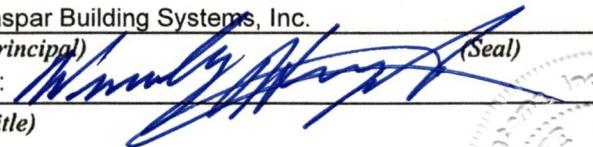
Signed and sealed this 2nd day of July, 2024



(Witness)



(Witness) Denise Sherwin

Caspar Building Systems, Inc.
(Principal) _____ (Seal)
By: 

(Title)

Nationwide Mutual Insurance Company
(Surety) _____ (Seal)
By: 

(Title) Janece L. Wilhelm, Attorney-in-Fact



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: Caspar Building Systems, 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 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: Sharon Laburda, Notary Public, State of New York, No. 01LA0427697, Qualified in Kings County, Commission Expires January 3, 2026

[Handwritten signature of Sharon Laburda]

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: 0311

CASPAR BUILDING SYSTEMS, 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 24


Michele Johnson, Program Manager

EXPIRATION DATE: 1/1/2025

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: 0201202403