

SECTION 00300

BID FORM

BOXELDER ROAD – K MART APPROACH **16EN17**

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

City of Gillette, City Warehouse
800 N Burma Ave
P.O. Box 3003
Gillette, WY 82717

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the price, and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 The Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents:

- A. The Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.

01

Addendum Date

01/22/16

- B. The Bidder has visited the Site, and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Law and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and test of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in Paragraph 4.02 Supplementary Conditions and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in Paragraph 4.06 Supplementary Conditions.

- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so), all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of the Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, report and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Biddings Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which the Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. This bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices(s):

ITEM	SPEC	BID SCHEDULE	Units	Quantity	Unit Price	Total
	REF NO.					Cost
1	1020.01	Mobilization	LS	1	\$13,440.00	\$ 13,440.00
2	1020.02	Contract Bonds	LS	1	\$1,675.00	\$1,675.00
3	1020.03	Force Account	LS	1	\$ 10,000.00	\$ 10,000.00
4	1510.01	Construction Signing and Traffic Control	LS	1	\$33,727.50	\$ 33,727.50
5	1510.12	Flagging	HR	8	\$40.00	\$ 320.00
6	1510.3	Project Identification Sign	EA	1	\$1,150.00	\$1,150.00
7	1510.12	Stop Bars	LF	54	\$6.80	\$ 367.20
8	1510.14	Crosswalk Bars	EA	22	\$33.90	\$ 745.80
9	2075.14	Misc. Concrete removal	SF	160	\$8.50	\$ 1,360.00
10	2528.026	6" Curb & Gutter Milling	LF	34	\$47.85	\$1,626.90
11	2530.016	4" Concrete Sidewalk	SF	211	\$12.60	\$2,658.60
12	2530.126	Handicap Ramps (4ea-2'X2' ADA pads)	SF	245	\$10.00	\$ 2,450.00
13	2805.01	Signs R10-12 including overhead bracket	EA	2	\$240.00	\$ 480.00
14	16000.013	30" Deep Trenching	LF	100	\$7.00	\$ 700.00
15	16000.02.2	2" PVC Conduit	LF	100	\$9.45	\$ 945.00
16	16000.02.3	3" PVC Conduit	LF	30	\$70.00	\$ 2,100.00
17	16000.04	3 Electrical Conductor W Ground (#12)	LF	340	\$4.60	\$ 1,564.00
18	16000.09	RB Pullbox	EA	1	\$125.00	\$ 125.00
19	16000.10	Electrical Service Pedestal	EA	1	\$360.00	\$ 360.00
20	16000.12	Terminal Box (Junction)	EA	5	\$160.00	\$ 800.00
21	16000.13	Pole Riser with Weatherhead	EA	4	\$500.00	\$ 2000.00
22	16000.14	Pole Riser without Weatherhead	EA	13	\$265.00	\$ 3445.00
23	16000.18	Luminaire	EA	4	\$440.00	\$ 1760.00
24	16000.19	Wood Pole	EA	4	\$4,680.00	\$ 18,720.00
25	16000.20v	Video Camera	EA	2	\$295.00	\$ 590.00
26	16000.21v	Video Cable	LF	400	\$4.40	\$ 1,760.00
27	16000.22.6	Bare Copper Ground Wire #6 AWG	LF	160	\$7.50	\$ 1,200.00
28	16000.22.14	Color Coded Wire #14 AWG	LF	540	\$3.00	\$ 1,620.00
29	16000.23.5	5c Traffic Cable	LF	1000	\$3.00	\$ 3,000.00
30	16000.23.7	7c Traffic Cable	LF	300	\$3.15	\$ 945.00
31	16000.23.20	20c Traffic Cable	LF	100	\$5.90	\$ 590.00
32	16000.24	Cabinet	EA	1	\$2,760.00	\$ 2,760.00
33	16000.25	Pedestrian Head	EA	8	\$220.00	\$ 1,760.00
34	16000.26	Pedestrian Push Button	EA	8	\$65.00	\$ 520.00
35	16000.27	Traffic Signal Head	EA	8	\$590.00	\$ 4,720.00
36	16000.28	Traffic Signal Head w/ Backplate	EA	6	\$440.00	\$ 2,640.00
		TOTALS				

Total of all Bid Prices One hundred twenty four thousand six hundred twenty five & no/100 \$ \$124,625.00

(words)

(numerals)

Subcontractors

<u>DRM</u>
<u>Keyhole Tech</u>
<u>Design Construction</u>
Cascade Construction

Type of Work

<u>Hydrovac</u>
<u>Traffic Control</u>
<u>Striping</u>
Concrete Work

All specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions.

Bidder acknowledges that estimated quantities on plans are not guaranteed.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 30 working days after the date when the Contract Time commences to run, as provided in paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within 40 working days after the date when the Contract Time commences to run.

Working Day contract times include **no** allowance for adverse weather days.

- 6.02 The Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this bid:
- A. Required Bid Security.
 - B. As required, a list of Project References
 - C. As required, the BIDDER'S Qualification Statement with supporting data.

ARTICLE 8 – BID SUBMITTAL

8.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL-if available)
(Individual's Signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL-if available)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Windcreek Services, Inc. (SEAL-if available)

State of Incorporation: Wyoming
Type (General Business, Professional, Service, Limited Liability): _____ Service _____

By: Kendall R. Williamson, CEO
(Signature – attach evidence of authority to sign)

Name (typed or printed): Kendall R. Williamson

Title: CEO
(CORPORATE SEAL-if available)

Attest: Debra R. Williamson
(Signature of Corporate Secretary)

Bidder's Business address: 310 Limestone Ave. Gillette, WY 82717

Phone: 307-687-2056 Facsimile: 307-687-2081

Submitted on January 26th, 2016.

Contractor License No. C-1325.



STATE OF WYOMING CERTIFICATE OF RESIDENCY STATUS

NO. 0342

THIS CERTIFIES THAT:

WINDCREEK SERVICES, 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 May TWO THOUSAND AND 15

CHERIE DOAK, DEPUTY ADMINISTRATOR

EXPIRATION DATE: 5/1/16

RESUBMIT THIS DOCUMENT FOR RENEWAL PRIOR TO EXPIRATION DATE TO:
LABOR STANDARDS, 1510 E. PERSHING, WEST WING, ROOM 150, CHEYENNE, WY 82002.

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be consider plural where applicable

BIDDER (Name and Address):

WINDCREEK SERVICES, INC.

310 Limestone Avenue, P. O. Box 2410

Gillette, Wyoming 82717

SURETY (Name and Address of Principal Place of Business):

DEVELOPERS SURETY AND INDEMNITY COMPANY

P. O. Box 19725

Irvine, California 92623-9725

OWNER (Name and Address):

City of Gillette

201 East Fifth Street

PO Box 3003

Gillette, WY 82716

BID

Bid Due Date: January 26, 2016

Project (Brief Description Including Location): Boxelder Road - K Mart Approach
16EN17

BOND

Bond Number: Not Applicable

Date (Not later than Bid due date): January 26, 2016

Penal sum Five Percent of the Total Amount of the Bid 5%
(Words) (Numcrals)

Surety and Bidder, intending to be legally bound hereby, subject to the term printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

WINDCREEK SERVICES, INC.

(Seal)

Bidder's Name and Corporate Seal (If Avail)

SURETY

DEVELOPERS SURETY AND INDEMNITY

COMPANY

(Seal-If Avail)

Surety's Name and Corporate Seal

By: [Signature] CEO
Signature and Title

By: [Signature]
Signature and Title Douglas W. Rothey, Attorney-in-Fact
(Attach Power of Attorney)

Attest: By: [Signature] /s/ [Name]
Signature and Title

Witness: [Signature]
~~Witness~~ By: [Signature]
Signature and Title Cynthia M. Burnett, Littleton, Colorado

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - a. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - b. All Bids are rejected by Owner, or
 - c. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

Alexander D. Rothery, Douglas J. Rothery, Cynthia M. Burnett, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this November 21, 2013.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark J. Lansdon*
Mark J. Lansdon, Vice-President

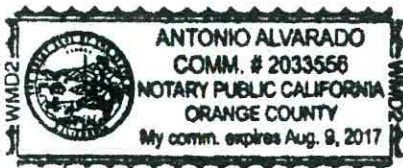


State of California
County of Orange

On November 21, 2013 before me, _____
Date

Antonio Alvarado, Notary Public
Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark J. Lansdon
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Antonio Alvarado
Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 26th day of January, 2016.

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary

