

SECTION 00300

BID FORM

*ENERGY CAPITAL SPORTS COMPLEX 2019 PROPOSED IMPROVEMENTS
19EN36*

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
City of Gillette, City Warehouse
800 N Burma Ave
Gillette, WY 82716
- 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.	Addendum Date
<u>1</u>	<u>9-25-19</u>
<u>2</u>	<u>10-1-19</u>

- 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):

BASE BID (As shown on the drawings and as defined in Paragraph 11.02 of the General Conditions)

Lump Sum Base Bid Total three million, six hundred sixty thousand, five hundred thirteen dollars and 22 cents \$ 3,660,513.22
 Words Figures

ADDITIVE ALTERNATES

The Undersigned agrees to perform the additions called for in the following Alternates, as shown on the drawings and as described in Paragraph 11.02 of the General Conditions, for the following additions to the BASE BID. All items are complete and installed price.

ITEM No.	Approx. Qty.	ITEM	AMOUNT Dollars Cts
A.	Lump Sum	Field #1 & #2 Floodlighting <u>five hundred sixty three thousand two hundred ninety two</u> Words dollars 32 cents	\$ <u>563,292.32</u> Figures
B.	Lump Sum	Multiuse Field #3 <u>one million, two hundred fifty six thousand, five hundred and 77 cents</u> Words fifty six one dollar and 77 cents	\$ <u>1,256,551.77</u> Figures
C.	Lump Sum	Field #3 Floodlighting <u>two hundred ninety three thousand eight hundred</u> Words eight dollars 35 cents	\$ <u>293,808.35</u> Figures

Subcontractors

Field Turf
Simon Contractors
Van Ewing
Tucker Electric
Connely's Scenic Landscaping

Type of Work

Field Turf
Asphalt
Concrete
Electrical
Landscaping

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.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 For the **Base Bid** work and or **Base Bid** and **Alternate A** if awarded, Bidder agrees that the Work will be complete and ready for final payment on or before August 1, 2020 as per SC-2.03 A.2. Contract Time commences to run, as provided in paragraph 2.03 of the General Conditions.

For the **Base Bid** work and **Alternate B** if awarded, in addition to any combination of **Alternates A** and **Alternate C** if awarded, Bidder agrees that the Work will be complete and ready for final payment on or before November 1, 2020 as per SC-2.03 A.2. Contract Time commences to run, as provided in paragraph 2.03 of the General Conditions.

For these fixed completion date contract times there will 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 in the form of bid bond.
 - B. As required, a list of Project References
 - C. As required, the BIDDER'S Qualification Statement with supporting data.
 - D. State of Wyoming Residency Certificate if claiming residency.

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: DRM, Inc. (SEAL-if available)

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

By: Carol McKillop
(Signature – attach evidence of authority to sign)

Name (typed or printed): Carol McKillop

Title: Vice President (CORPORATE SEAL-if available)

Attest: Don McKillop
(Signature of Corporate Secretary) Don McKillop, Sec-Treas.

Bidder's Business

address: PO Box 1002; Gillette, WY 82717
Phone: 307-682-0328 Facsimile: 307-682-3130

Submitted on October 3, 2019.

Contractor License No. 1218, 1219, 1220.

BID BOND

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

BIDDER (Name and Address):

DRM, Inc.
P.O. Box 1002 - Gillette, WY 82717-1002

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

North American Specialty Insurance Company
1450 American Lane, Suite 1100 - Schaumburg, IL 60173

OWNER (Name and Address):

City of Gillette
201 East Fifth Street
Gillette, WY 82716

BID

Bid Due Date: October 3, 2019

Project (Brief Description Including Location): ENERGY CAPITAL SPORTS COMPLEX 2019
PROPOSED IMPROVEMENTS (19EN36)

BOND

Bond Number: Bid Bond

Date (Not later than Bid due date): October 3, 2019

Penal sum Five Percent of the Total Bid Submitted
(Words)

5%

(Numerals)

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

DRM, Inc. (Seal)
Bidder's Name and Corporate Seal (If Avail)

SURETY

North American Specialty Insurance Company (Seal-If Avail)
Surety's Name and Corporate Seal

By: Mark McKillop, President
Signature and Title Mark McKillop, Pres.

By: Deborah L. Burton
Signature and Title Deborah L. Burton, Attorney-in-Fact
(Attach Power of Attorney)

Attest: Don McKillop
Signature and Title Don McKillop, Sec-Treas.

Attest: Karina A. Stans
Signature and Title Assistant Account Manager

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.

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint: Deborah L. Burton

Principal: DRM, Inc.

Bond Number: Bid Bond

Obligee: City of Gillette

Bond Amount: See Bond Form

Bond Description: Energy Capital Sports Complex, 2019 Proposed Improvements (19EN36)

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company 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 or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By

Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of February, 2019.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

SS:

On this 1st day of February, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 3rd day of October, 2019.

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company



STATE OF WYOMING CERTIFICATE OF RESIDENCY STATUS



THIS CERTIFIES THAT:

_____ DRM, INC.

NO. _____ 0376

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 August TWO THOUSAND AND 19

Kelly Roseberry
KELLY ROSEBERRY, LABOR STANDARDS MANAGER

EXPIRATION DATE: 8/1/20

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

SECTION 00300

BID FORM

ENERGY CAPITAL SPORTS COMPLEX 2019 PROPOSED IMPROVEMENTS
19EN36

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
City of Gillette, City Warehouse
800 N Burma Ave
Gillette, WY 82716
- 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.	Addendum Date
<u>1</u>	<u>9.24.19</u>
<u>2</u>	<u>9.30.19</u>
<u> </u>	<u> </u>

- 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):

BASE BID (As shown on the drawings and as defined in Paragraph 11.02 of the General Conditions)

Lump Sum Base Bid Total Three Million Five Hundred Fifty Six **\$ 3,556,302.13**
 Words Figures
 Thousand Two Hundred Two Dollars 13/100

ADDITIVE ALTERNATES

The Undersigned agrees to perform the additions called for in the following Alternates, as shown on the drawings and as described in Paragraph 11.02 of the General Conditions, for the following additions to the BASE BID. All items are complete and installed price.

ITEM No.	Approx. Qty.	ITEM	AMOUNT	
			Dollars	Cts
A.	Lump Sum	Field #1 & #2 Floodlighting		
		<u>Five Hundred Sixty Eight Thousand</u>	\$ 568,937.36	
		Words Figures Nine Hundred Thirty Seven Dollars 36/100		
B.	Lump Sum	Multiuse Field #3		
		<u>One Million Two Hundred Seventy One</u>	\$ 1,271,825.28	
		Words Figures Thousand Eight Hundred Twenty Five Dollars 28/100		
C.	Lump Sum	Field #3 Floodlighting		
		<u>Three Hundred Fourteen Thousand</u>	\$ 341,541.48	
		Words Figures Five Hundred Forty One Dollars 48/100		

Subcontractors

H3 H
Simon

Type of Work

Electric
Asphalt

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.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 For the **Base Bid** work and or **Base Bid** and **Alternate A** if awarded, Bidder agrees that the Work will be complete and ready for final payment on or before **August 1, 2020** as per SC-2.03 A.2. Contract Time commences to run, as provided in paragraph 2.03 of the General Conditions.

For the **Base Bid** work and **Alternate B** if awarded, in addition to any combination of **Alternates A** and **Alternate C** if awarded, Bidder agrees that the Work will be complete and ready for final payment on or before **November 1, 2020** as per SC-2.03 A.2. Contract Time commences to run, as provided in paragraph 2.03 of the General Conditions.

For these fixed completion date contract times there will 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 in the form of Bid Bond.
 - B. As required, a list of Project References
 - C. As required, the BIDDER'S Qualification Statement with supporting data.
 - D. State of Wyoming Residency Certificate if claiming residency.

ARTICLE 8 – BID SUBMITTAL

8.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): N/A

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

Doing business as: _____

A Partnership

Partnership Name: N/A (SEAL-if available)

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

Name (typed or printed): _____

A Corporation

Corporation Name: Mid-America Golf & Landscape, Inc.,
DBA Mid-America Sports Construction (SEAL-if available)

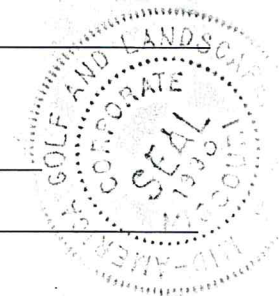
State of Incorporation: Missouri
Type (General Business, Professional, Service, Limited Liability): General Business

By: [Signature]
(Signature – attach evidence of authority to sign)

Name (typed or printed): Mike Cordell

Title: Sec./ Treasurer
(CORPORATE SEAL-if available)

Attest: [Signature]
(Signature of Corporate Secretary)



Bidder's Business

address: 1621 E. Summit St. Lee's Summit, Mo 64081

Phone: 816.524.0010

Facsimile: 816.524.0150

Submitted on October 2, 2019.

Contractor License No. LC200143010.

BID BOND

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

BIDDER (Name and Address):

Mid-America Golf & Landscape, Inc.
1621 SE Summit Street, Lee's Summit, MO 64081

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

The Guarantee Company of North America USA
One Towne Square, Suite 1470, Southfield, MI 48076

OWNER (Name and Address):

City of Gillette
201 East Fifth Street
Gillette, WY 82716

BID

Bid Due Date: October 3, 2019

Project (Brief Description Including Location): ENERGY CAPITAL SPORTS COMPLEX 2019
PROPOSED IMPROVEMENTS (19EN36)

BOND

Bond Number: Bid Bond

Date (Not later than Bid due date): October 3, 2019

Penal sum Five Percent of Amount Bid
(Words)

5%
(Numerals)

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

Mid-America Golf & Landscape, Inc. (Seal)
Bidder's Name and Corporate Seal (If Avail)

By: [Signature]
Signature and Title Sec / Treasurer
Mike Cordell

Attest: [Signature]
Signature and Title

SURETY

The Guarantee Company of North America USA
Surety Phone No. 248-281-0281 x 66012 (Seal-If Avail)
Surety's Name and Corporate Seal

By: [Signature]
Signature and Title Susan E. Miranda, Attorney-in-Fact
(Attach Power of Attorney)

Attest: [Signature]
Signature and Title Linda L. Nutt, Witness

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.



The Guarantee Company of North America USA
Southfield, Michigan

Bond No. Bid Bond
Principal: Mid-America Golf & Landscape, Inc.
Obligee: City of Gillette, Wyoming

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Susan E. Miranda
Thomas McGee, L.C.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland

My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 3rd day of October, 2019.

Randall Musselman, Secretary

SECTION 00300

BID FORM

*ENERGY CAPITAL SPORTS COMPLEX 2019 PROPOSED IMPROVEMENTS
19EN36*

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
City of Gillette, City Warehouse
800 N Burma Ave
Gillette, WY 82716
- 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.	Addendum Date
<u>1</u>	<u>9/25/19</u>
<u>2</u>	<u>10/01/19</u>
<u> </u>	<u> </u>

- 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):

BASE BID (As shown on the drawings and as defined in Paragraph 11.02 of the General Conditions)

	Three million eight hundred forty three thousand three hundred twenty six dollars	\$	3,843,326.00
Lump Sum Base Bid Total	<i>Words</i>		<i>Figures</i>

ADDITIVE ALTERNATES

The Undersigned agrees to perform the additions called for in the following Alternates, as shown on the drawings and as described in Paragraph 11.02 of the General Conditions, for the following additions to the BASE BID. All items are complete and installed price.

ITEM No.	Approx. Qty.	ITEM	AMOUNT	
			Dollars	Cts
A.	Lump Sum	Field #1 & #2 Floodlighting Four hundred ninety three thousand one hundred sixty three dollars <i>Words</i>	\$ 493,163.00	<i>Figures</i>
B.	Lump Sum	Multiuse Field #3 One million three hundred forty five thousand seven hundred eight dollars <i>Words</i>	\$ 1,345,708.00	<i>Figures</i>
C.	Lump Sum	Field #3 Floodlighting Two hundred fifty seven thousand two hundred twenty nine dollars <i>Words</i>	\$ 257,229.00	<i>Figures</i>

Subcontractors

Tucker Electric
Fieldtruf
Hot Iron
Western Services
G&G Landscaping
Simon

Type of Work

Electrical
Turf
Utilities
Fencing
Landscaping
Asphalt Paving

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.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 For the **Base Bid** work and or **Base Bid** and **Alternate A** if awarded, Bidder agrees that the Work will be complete and ready for final payment on or before **August 1, 2020** as per SC-2.03 A.2. Contract Time commences to run, as provided in paragraph 2.03 of the General Conditions.

For the **Base Bid** work and **Alternate B** if awarded, in addition to any combination of **Alternates A** and **Alternate C** if awarded, Bidder agrees that the Work will be complete and ready for final payment on or before **November 1, 2020** as per SC-2.03 A.2. Contract Time commences to run, as provided in paragraph 2.03 of the General Conditions.

For these fixed completion date contract times there will 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 in the form of Bond.
 - B. As required, a list of Project References
 - C. As required, the BIDDER'S Qualification Statement with supporting data.
 - D. State of Wyoming Residency Certificate if claiming residency.

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)

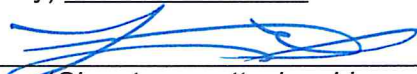
By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation


Corporation Name: Powder River Construction, Inc. (SEAL-if available)

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

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

Name (typed or printed): Lance Walker

Title: Estimator (CORPORATE SEAL-if available)

Attest:  _____
(Signature of Corporate Secretary)

Bidder's Business address: 4001 E. Collins Rd, Gillette, WY 82718
Phone: 307-687-7721 Facsimile: 307-687-3137

Submitted on Oct. 3, 2019.

Contractor License No. 17201.

Powder River Construction, Inc. Project References

City Pool Parking Lot Improvements	19EN05	2019	City of Gillette
Gillette College Soccer Complex		2019	Campbell County, Gillette College NWCCD
CCHS Athletic Field Improvements		2019	Campbell County School Distric
PMS 2019	19EN02	2019	City of Gillette
Douglas Pathway Project		2019	City of Douglas

**MINUTES OF THE SPECIAL MEETING
OF THE SHAREHOLDERS OF
POWDER RIVER CONSTRUCTION, INC.**

A Special Meeting of the Shareholders of Powder River Construction, Inc., a Wyoming corporation, was held at the office of the corporation on the 29 day of OCTOBER, 2009.

Those present were Matthew Walker, Clifford Deiss and Tanner J. Bartel.

Matthew Walker called the meeting to order and was duly chosen to act as Chairman thereof, and Clifford Deiss was chosen to act as Secretary thereof.

The Secretary presented and read a Waiver of Notice of the Special Meeting which was ordered affixed to the minutes of this meeting.

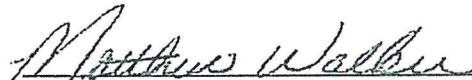
The purpose of the special meeting is to discuss and approve the appoint of Lance M. Walker as a signatory for the corporation.

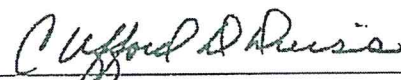
Upon motion duly made, seconded and unanimously carried, it was


RESOLVED, to adopt a resolution to appoint Lance M. Walker as a signatory of the corporation. He is authorized to sign checks, contracts, bid documents, insurance applications and other documents related to insurance, bonding applications and other documents related to bonding as well as any other documents which he is directed to sign by the officers or directors of the corporation.

There being no further business to come before the meeting and upon motion duly made, seconded and unanimously carried, the same was adjourned.

DATED this 29th day of OCTOBER, 2009.


Matthew Walker


Clifford Deiss


Tanner Bartel

(S E A L)

BID BOND

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

BIDDER (Name and Address): Powder River Construction, Inc.
4001 E. Collins Road
Gillette, Wyoming 82718

SURETY (Name and Address of Principal Place of Business):
Nationwide Mutual Insurance Company
1100 Locust St., Dept. 2006
Des Moines, Iowa 50391-2006

OWNER (Name and Address):

City of Gillette
201 East Fifth Street
Gillette, WY 82716

BID

Bid Due Date: October 3, 2019

Project (Brief Description Including Location):

Energy Capital Sports Complex 2019 Proposed Improvements
(19EN36)

BOND

Bond Number: PRC100319

Date (Not later than Bid due date): October 1, 2019

Penal sum Five Percent of bid total
(Words)

5%

(Numerals)

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

SURETY

Powder River Construction, Inc. (Seal) Nationwide Mutual Insurance Company (Seal-If Avail)
Bidder's Name and Corporate Seal (If Avail) Surety's Name and Corporate Seal

By: [Signature]
Signature and Title

By: [Signature]
Signature and Title Attorney-in-fact
(Attach Power of Attorney)

Attest: [Signature]
Signature and Title Estimator

Attest: [Signature]
Signature and Title CSA

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

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Allied Property and Casualty Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

JANECE L. WILHELM
SANDRA HIBLER
ALYSSA REAMS
SHELBY L. MEANS

CHRYSTAL JOHNSON
DAWN M MARTIN
TIFFANY VESSAR
LAURIE J. MINCHOW

DARREN W. HART
ANGELA BEANER
WENDY L. DAPRA
MERCEDES J. ARNOLD

CASPER WY

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

FIFTEEN MILLION AND NO/100 DOLLARS

\$ 15,000,000.00

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:

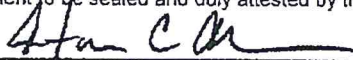
"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, 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 27th day of February, 2019.



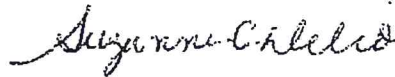
Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company.

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, 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.

Suzanne C. Della
Notary Public, State of New York
No. 02DE6126649
Qualified in Westchester County
Commission Expires September 16, 2021



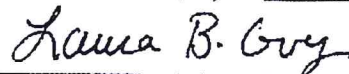
Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, 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 15th day of

October, 2019



Assistant Secretary



STATE OF WYOMING CERTIFICATE OF RESIDENCY STATUS

NO. 0194

THIS CERTIFIES THAT:

POWDER RIVER CONSTRUCTION, 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 February TWO THOUSAND AND 19

Jason DeLo
JASON DELO, INTERIM DEPUTY ADMINISTRATOR

EXPIRATION DATE: 2/1/20

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

SECTION 00300

BID FORM

ENERGY CAPITAL SPORTS COMPLEX 2019 PROPOSED IMPROVEMENTS
19EN36

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
City of Gillette, City Warehouse
800 N Burma Ave
Gillette, WY 82716
- 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.	Addendum Date
<u>1</u>	<u>9/25/19</u>
<u>2</u>	<u>10/1/19</u>
<u> </u>	<u> </u>

- 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):

BASE BID (As shown on the drawings and as defined in Paragraph 11.02 of the General Conditions)

	Lump Sum Base Bid Total
Three Million Seven Hundred Ninety Five Thousand Dollars	Words
\$ 3,795,000.00	Figures

ADDITIVE ALTERNATES

The Undersigned agrees to perform the additions called for in the following Alternates, as shown on the drawings and as described in Paragraph 11.02 of the General Conditions, for the following additions to the BASE BID. All items are complete and installed price.

ITEM No.	Approx. Qty.	ITEM	AMOUNT
			Dollars Cts

A.	Lump Sum	Field #1 & #2 Flooding	\$ 503,081.00
		Words	Figures
		Five Hundred Three Thousand Eighty One	

B.	Lump Sum	Multiuse Field #3	\$ 1,317,000.00
		Words	Figures
		One Million Three Hundred Seventeen Thousand	

C.	Lump Sum	Field #3 Flooding	\$ 269,500.00
		Words	Figures
		Two Hundred Sixty Nine Thousand Five Hundred	

- A. Required Bid Security in the form of _____ 5% Bid Bond _____.
- B. As required, a list of Project References
- C. As required, the BIDDER'S Qualification Statement with supporting data.
- D. State of Wyoming Residency Certificate if claiming residency.

7.01 The following documents are attached to and made a condition of this bid:

ARTICLE 7 – ATTACHMENTS TO THIS BID

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.

For these fixed completion date contract times there will include no allowance for adverse weather days.

For the **Base Bid** work and **Alternate B** if awarded, in addition to any combination of **Alternates A** and **Alternate C** if awarded, Bidder agrees that the Work will be complete and ready for final payment on or before **November 1, 2020** as per SC-2.03 A.2. Contract Time commences to run, as provided in paragraph 2.03 of the General Conditions.

6.01 For the **Base Bid** work and or **Base Bid** and **Alternate A** if awarded, Bidder agrees that the Work will be complete and ready for final payment on or before **August 1, 2020** as per SC-2.03 A.2. Contract Time commences to run, as provided in paragraph 2.03 of the General Conditions.

ARTICLE 6 – TIME OF COMPLETION

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.

Subcontractors	Type of Work
Simon Contractors	Asphalt
DRM	Earthwork & Utilities
Field Turf	Turf
G&G Landscape	Landscaping

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: Van Ewing Construction, Inc. (SEAL-if available)

State of Incorporation: Wyoming

Type (General Business, Professional, Service, Limited
Liability): General Business

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

Name (typed or
printed):

Jake Ewing

Title: President

(CORPORATE SEAL-if available)

Attest:

Jesse Larson

(Signature of Corporate Secretary)

Bidder's Business

address: 5650 Magnuson Blvd. Gillelte, WY 82718

Phone: 307-682-8085

Facsimile: 307-682-3064

Submitted on October 3rd, 2019.

Contractor License No. 1975.

BID BOND

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

BIDDER (Name and Address):

Van Ewing Construction, Inc.
P.O. Box 99
Gilllette, WY 82717

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

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER (Name and Address):

City of Gilllette
201 East Fifth Street
Gilllette, WY 82716

BID

Bid Due Date: October 3, 2019
Project (Brief Description Including Location):

ENERGY CAPITAL SPORTS COMPLEX 2019 PROPOSED IMPROVEMENTS (19EN36)

BOND

Bond Number: Bid Bond
Date (Not later than Bid due date): October 3, 2019
Penal sum Five Percent of Amount Bid
(Words)

5%
(Numerals)

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.

SURETY



Travelers Casualty and Surety Company of America
Surety's Name and Corporate Seal

By: Gloria Fugatt
Signature and Title
(Attach Power of Attorney)

Gloria Fugatt, Attorney-in-Fact

Attest:
Signature and Title

Carol A. Bobbit - Agent

Attest:
Signature and Title

Steve L. Laska

By: Steve L. Laska
Signature and Title

Steve L. Laska
President

Van Ewing Construction, Inc.
Bidder's Name and Corporate Seal
(Seal-If Avail)

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.

Travelers Casualty and Surety Company of America
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Gloria Fugatt of Casper, WY, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business or guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law, including the following bond:

Surety Bond No.: Bid Bond

OR

Project Description: ENERGY CAPITAL SPORTS COMPLEX 2019 PROPOSED IMPROVEMENTS (19EN36)
Principal: Van Ewing Construction, Inc.
Obligee: City of Gillette

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 6th day of May, 2019.



State of Connecticut

City of Hartford ss.

On this the 6th day of May, 2019, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary, and any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any undertaking shall be valid and binding upon the Company when (a) signed by the President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Senior Vice President, any Vice President, any Second Vice President, any Assistant Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 3rd day of October, 2019.



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.



STATE OF WYOMING



CERTIFICATE OF RESIDENCY STATUS


NO. 0612

THIS CERTIFIES THAT:

VAN EWING CONSTRUCTION, 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 November TWO THOUSAND AND 18


KELLY ROSEBERRY, PROGRAM MANAGER

EXPIRATION DATE: 11/1/19

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