

## BID FORM

TO:

City of Gillette  
800 North Burma Street  
Gillette, WY 82718

Van Ewing Construction, Inc.  
Name of Bidder:

### BID PROPOSAL FOR:

City West Remodel – Phase II  
Architect's Project No: 2019-17

We the undersigned, having familiarized ourselves with local conditions under which the work will be performed, and the Bidding Documents issued as Project No: 2019-17 by Arete Design Group, 45 East Loucks, Suite 301, Sheridan, WY 82801, do hereby propose to perform all herein indicated Work in accordance with these Bidding Documents, including Addenda numbered 1, 2 issued thereto, for the following items.

**Bid Item No. 1:** All labor, materials and associated costs as described in the Construction Documents.

For the sum of Two Million Two Hundred Thirty Three Thousand Two Hundred Dollars  
(\$ 2,233,200.00)

**Bid Item No. 2:** All labor, materials and associated costs for the building temperature controls system.

For the sum of Seventy One Thousand Two Hundred Ninety Two Dollars  
(\$ 71,292.00)

**Unit Price No. 1:** Demolition of existing concrete slab and replacement with a new 4" thick slab with vapor barrier, subgrade preparation and reinforcing per boxed note on Sheet S101.

For the sum of Ten Dollars Dollars per square foot  
(\$ 10.00 / SF)

**Alternate No. 1:** Demolition of existing Utility Entry structure and the construction of a new Utility Entry structure as defined in Section 012300.

For the sum of Ninety Seven Thousand Eight Hundred Sixty Dollars per square foot  
(\$ 97,860.00 / SF)

The Bidder hereby agrees that, if awarded a Contract Final Completion inclusive of all items of the Contract will be Substantially Complete by June 1, 2020, following the Notice to Proceed. Bidder further agrees to pay as liquidated damages the sum of \$1,000.00 for each consecutive calendar day thereafter as provided in Articles 9.8 of the General and Supplemental Conditions of the Contract for Construction for the timeline stated above.

In submitting bids it is understood that the right is reserved by Owner to reject any and all proposals or to waive any informalities therein, and it is agreed that Bids may not be withdrawn during the period of 45 days from bid opening date.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidders or with any other competitors.

Name of Firm

Van Ewing Construction, Inc.

Official Address

5650 Magnuson Blvd, PO Box 99

Contractor License Number

1975

If a corporation, what is the State of Incorporation: Wyoming

If a partnership, state full name of all co-partners: \_\_\_\_\_

Located in City of Gillette and State of Wyoming

Seal, if any

Signature



Date 10/8/2019

Title President

City West Remodel Phase II

Van Ewing Construction, Inc. Subcontractor List

Acoustical Ceilings - Advanced Builders

Painting – Raisely Painting

Flooring - 2 Guys Deco

Mechanical & Plumbing - Powder River Heating & AC

Electrical - Power Solutions LLC

Roofing - Lowe Roofing

Glass & Glazing – Associated Glass

Casework- Wood Wise Cabinets

Masonry – Accent Masonry

## BID BOND

## Travelers Casualty and Surety Company of America Hartford, Connecticut 06183

---

**CONTRACTOR:**

*(Name, legal status and address)*

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

**OWNER:**

*(Name, legal status and address)*

City of Gillette  
201 E. 5th Street  
Gillette, WY 82716

**SURETY:**

*(Name, legal status and principal place of business)*

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

**BOND AMOUNT:**            5%            Five Percent of Amount Bid

**PROJECT:**

*(Name, location or address, and Project number, if any)*

City West Remodel - Phase II

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

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

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





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**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 of 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**


**Principal: Van Ewing Construction, Inc.**  
**Obligee: City of Gillette**

**Project Description: City West Remodel - Phase II**

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

By:   
 Robert L. Raney, Senior Vice President

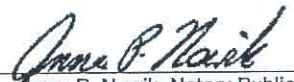
City of Hartford ss.

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, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or 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 or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

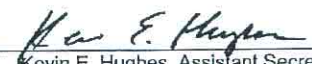
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second 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 Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for 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 8th 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*  
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.

## BID FORM

TO:

City of Gillette  
800 North Burma Street  
Gillette, WY 82718

Hladky Construction, Inc.

Name of Bidder:

BID PROPOSAL FOR:

City West Remodel – Phase II  
Architect's Project No: 2019-17

We the undersigned, having familiarized ourselves with local conditions under which the work will be performed, and the Bidding Documents issued as Project No: 2019-17 by Arete Design Group, 45 East Loucks, Suite 301, Sheridan, WY 82801, do hereby propose to perform all herein indicated Work in accordance with these Bidding Documents, including Addenda numbered 1, 2 issued thereto, for the following items.

**Bid Item No. 1:** All labor, materials and associated costs as described in the Construction Documents.

For the sum of Two million two hundred thirty-six thousand one hundred twenty-three and no/100-----Dollars  
(\$ 2,236,123.00 )

**Bid Item No. 2:** All labor, materials and associated costs for the building temperature controls system.

For the sum of Seventy-one thousand two hundred ninty-seven and no/100-----Dollars  
(\$ 71,297.00 )

**Unit Price No. 1:** Demolition of existing concrete slab and replacement with a new 4" thick slab with vapor barrier, subgrade preparation and reinforcing per boxed note on Sheet S101.

For the sum of Ten and 51/100-----Dollars per square foot  
(\$ 10.51 / SF)

**Alternate No. 1:** Demolition of existing Utility Entry structure and the construction of a new Utility Entry structure as defined in Section 012300.

For the sum of Four hundred ninty-two and no/100-----Dollars per square foot  
(\$ 492.00 / SF)



The Bidder hereby agrees that, if awarded a Contract Final Completion inclusive of all items of the Contract will be Substantially Complete by June 1, 2020, following the Notice to Proceed. Bidder further agrees to pay as liquidated damages the sum of \$1,000.00 for each consecutive calendar day thereafter as provided in Articles 9.8 of the General and Supplemental Conditions of the Contract for Construction for the timeline stated above.

In submitting bids it is understood that the right is reserved by Owner to reject any and all proposals or to waive any informalities therein, and it is agreed that Bids may not be withdrawn during the period of 45 days from bid opening date.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidders or with any other competitors.

Name of Firm

Hladky Construction, Inc.

Official Address

1100 N Gurley Ave, Gillette, WY 82716

Contractor License Number

1326

If a corporation, what is the State of Incorporation: Wyoming

If a partnership, state full name of all co-partners: N/A

Located in City of \_\_\_\_\_ and State of \_\_\_\_\_

Seal, if any

Signature



Date 10/8/2019

Title Project Manager



## City West Remodel – Phase II Subcontractor/Supplier List

<b>Subcontractor/Supplier Name</b>	<b>Description of Work</b>
<b>Powder River Heating &amp; A/C</b>	<b>HVAC</b>
<b>Powder River Heating &amp; A/C</b>	<b>Plumbing</b>
<b>Tucker Electric</b>	<b>Electrical</b>
<b>Accent Masonry</b>	<b>Masonry</b>
<b>2 Guys' Deco</b>	<b>Flooring</b>
<b>Associated Glass</b>	<b>Windows</b>
<b>Architectural Specialties</b>	<b>Doors &amp; Hardware</b>
<b>Architectural Specialties</b>	<b>Div 10</b>
<b>Rapid Fire Protection</b>	<b>Fire Suppression</b>
<b>Lowe Roofing</b>	<b>Roofing</b>

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Hladky Construction, Inc.  
1100 North Gurley Ave., Gillette, WY 82716  
as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, CT 06183  
a corporation duly organized under the laws of State of CT

as Surety, hereinafter called the Surety, are held and firmly bound unto  
City of Gillette

800 N. Burma Avenue, Gillette, WY 82716  
as Oblige, hereinafter called the Oblige, in the sum of

Ten Percent of Amount Bid Dollars (\$ 10% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.  
WHEREAS, the Principal has submitted a bid for

19EN30 - City West Remodel- Phase II

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution hereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th of October, 2019.

[Signature]  
(Witness)

Hladky Construction, Inc.  
(Principal) (Seal)

BY: [Signature]  
SCOTT HEIBULT (Title) PRESIDENT

Travelers Casualty and Surety Company of America  
(Surety)

[Signature]  
(Witness)

BY: [Signature]  
Gloria Fugatt (Title) Attorney-in-Fact







**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
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 of 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**

**Principal: Hladky Construction, Inc.  
Obligee: City of Gillette**

**Project Description: 19EN30 - City West Remodel- Phase II**

**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

By: \_\_\_\_\_

Robert L. Raney, Senior Vice President

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, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or 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 or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second 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 Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for 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 8th 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.





CITY OF GILLETTE, WYOMING  
DEVELOPMENT SERVICES DEPARTMENT  
BUILDING INSPECTION DIVISION

## CONTRACTOR LICENSE

Issued to: HLADKY CONSTRUCTION INC  
License: GENERAL CONTRACTOR # 1326

This license duly recognizes the above named as meeting the Gillette Municipal Code, Chapter 5 requirements for registration/license as a contractor in the City of Gillette for the term set forth below. This license may be revoked, suspended, or denied for cause in accordance with Chapter 5.

Effective: 08/13/2019  
Expires: 08/13/2020

BOARD OF EXAMINERS

By: [Signature]  
Chad Renken, Chairman

### CITY OF GILLETTE, CONTRACTOR LICENSE

Issued to: HLADKY CONSTRUCTION INC  
License: GENERAL CONTRACTOR, #1326

This license duly recognizes the above mentioned contractor as meeting the Gillette Municipal Code, Chapter 5 requirements for registration/license as a contractor in the City of Gillette for the term set forth below. This license may be revoked, suspended, or denied for cause in accordance with Chapter 5.

Effective: 08/13/2019  
Expires: 08/13/2020

BOARD OF EXAMINERS

By: [Signature]  
Chad Renken, Chairman





# STATE OF WYOMING

## CERTIFICATE OF RESIDENCY STATUS

NO. 0105

THIS CERTIFIES THAT:

HLADKY CONSTRUCTION

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING  
STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL  
BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR  
A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED.

GRANTED THIS

2nd

DAY OF

April

TWO THOUSAND AND

19

JASON DELO, INTERIM DEPUTY ADMINISTRATOR

EXPIRATION DATE: 4/1/20

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

## BID FORM

TO:

City of Gillette  
800 North Burma Street  
Gillette, WY 82718

S&S Builders, LLC

Name of Bidder:

BID PROPOSAL FOR:

City West Remodel – Phase II  
Architect's Project No: 2019-17

We the undersigned, having familiarized ourselves with local conditions under which the work will be performed, and the Bidding Documents issued as Project No: 2019-17 by Arete Design Group, 45 East Loucks, Suite 301, Sheridan, WY 82801, do hereby propose to perform all herein indicated Work in accordance with these Bidding Documents, including Addenda numbered 1, 2 issued thereto, for the following items.

**Bid Item No. 1:** All labor, materials and associated costs as described in the Construction Documents.

For the sum of Two million two hundred ninety two thousand nine hundred fifty Dollars  
(\$ 2,292,950.00)

**Bid Item No. 2:** All labor, materials and associated costs for the building temperature controls system.

For the sum of Seventy One Thousand Two Hundred Ninety Seven Dollars Dollars  
(\$ 71,297.00)

**Unit Price No. 1:** Demolition of existing concrete slab and replacement with a new 4" thick slab with vapor barrier, subgrade preparation and reinforcing per boxed note on Sheet S101.

For the sum of Twelve Dollars per square foot  
(\$ 12.00 / SF)

**Alternate No. 1:** Demolition of existing Utility Entry structure and the construction of a new Utility Entry structure as defined in Section 012300.

For the sum of Eighty Two Thousand One Hundred Dollars per square foot  
(\$ 82,100.00 / SF)



The Bidder hereby agrees that, if awarded a Contract Final Completion inclusive of all items of the Contract will be Substantially Complete by June 1, 2020, following the Notice to Proceed. Bidder further agrees to pay as liquidated damages the sum of \$1,000.00 for each consecutive calendar day thereafter as provided in Articles 9.8 of the General and Supplemental Conditions of the Contract for Construction for the timeline stated above.

In submitting bids it is understood that the right is reserved by Owner to reject any and all proposals or to waive any informalities therein, and it is agreed that Bids may not be withdrawn during the period of 45 days from bid opening date.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidders or with any other competitors.

Name of Firm

S+S BUILDERS, LLC

Official Address

PO Box 1867, GILLETTE, WY 82717

Contractor License Number

1820

If a corporation, what is the State of Incorporation: WYOMING

If a partnership, state full name of all co-partners: N/A

Located in City of GILLETTE and State of WYOMING

Seal, if any

Signature

[Signature]

Date

10/8/19

Title

OPERATIONS MANAGER

## Sub Contractor Listing

### Division WY Resident

Low Roofing	07	YES
2 Guys Deco	10	YES
Accent Masonry	04	YES
Life Safety Solutions	21	YES
Advanced Builders	09	NO
Sands Drywall	09, 07	NO
Powder River Mechanical	23, 22	YES
Tucker Electrical	26	YES
Raisley Painting	09	YES
Associated Glass	08	YES





## BID BOND

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

**CONTRACTOR:**

S & S Builders, LLC.  
P.O. Box 1867  
Gillette, WY 82717

**SURETY:**

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

**OWNER:**

City of Gillette  
201 E. 5th Street  
Gillette, WY 82716

**BOND AMOUNT:** ( 10% ) Ten Percent of Amount Bid

**PROJECT:** City West Remodel-Phase II 19EN30

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

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

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

Signed and sealed this 8th day of October, 2019

(Witness)

S & S Builders, LLC.

(Principal)

(Seal)

By:

(Title)

OPERATIONS MANAGER

Nationwide Mutual Insurance Company

(Surety)

(Seal)

By:

(Title) Amanda L McKee, Attorney-in-Fact





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:

**Amanda L McKee**

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of : Unlimited

**Surety Bond Number Bid Bond**

**Principal** S & S Builders, LLC.  
**Obligee** City of Gillette

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 27<sup>th</sup> day of February, 2019.



*Antonio C. Albanese*

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 27<sup>th</sup> 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. Dello  
Notary Public, State of New York  
No. 02DE6126649  
Qualified in Westchester County  
Commission Expires September 16, 2021

*Suzanne C. Dello*

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 8<sup>th</sup> day of October, 2019

*Laura B. Guy*

Assistant Secretary





# STATE OF WYOMING CERTIFICATE OF RESIDENCY STATUS

NO. 0097

THIS CERTIFIES THAT:

S & S BUILDERS, LLC

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING  
STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL  
BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR  
A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED.

GRANTED THIS 2nd DAY OF December TWO THOUSAND AND 18

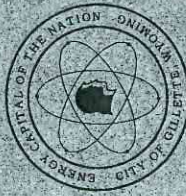
*Kelly Roseberry*  
KELLY ROSEBERRY, PROGRAM MANAGER

EXPIRATION DATE: 12/1/19

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



CITY OF GILLETTE, WYOMING  
DEVELOPMENT SERVICES DEPARTMENT  
BUILDING INSPECTION DIVISION



## CONTRACTOR LICENSE

Issued to: S & S BUILDERS LLC  
License: GENERAL CONTRACTOR # 1820

This license duly recognizes the above named as meeting the Gillette Municipal Code, Chapter 5 requirements for registration/license as a contractor in the City of Gillette for the term set forth below. This license may be revoked, suspended, or denied for cause in accordance with Chapter 5.

Effective: 03/12/2019  
Expires: 03/12/2020

BOARD OF EXAMINERS

By: *Chad Renken*  
Chad Renken, Chairman



---

**CONSENT AND AGREEMENT TO AMEND THE  
OPERATING AGREEMENT OF S&S BUILDERS, LLC  
AND RESOLUTION REGARDING DUTIES AND  
AUTHORITY OF INDIVIDUALS WITHOUT SPECIAL  
MEETING OF THE MEMBER AND MANAGER**

---

I, Loretta L. Manning, the President of S&S Concrete, as the sole Member of S&S Builders, LLC, and, as the Manager of S&S Builders, LLC, with full authority from the Officers and Directors of S&S Concrete, which is the sole Member of S&S Builders, LLC, by and through a Resolution issued by such Corporation, hereby agree to amend the Second Amended and Restated Operating Agreement of S&S Builders, LLC and to the adoption of the Resolution to provide for the following authority vested in the following individuals on behalf of S&S Builders, LLC:

1. With respect to Article VI, Section 6.01, Subparagraph b, commencing March 26, 2019, with respect to the following tasks to be performed on behalf of the Company, the following individuals will have the following authority:

a. **Execution of Contracts With Owners and Others (other than Subcontractors and Materialmen), Payment and Performance Bonds and Retainage Accounts.** The following individuals shall have the following authority to bind the Company by the execution of contracts with Owners and others, other than Subcontractors and Materialmen, the signing of payment and performance bonds, and retainage accounts, all with a single signature:

- Loretta L. Manning
- Rick T. Potter
- Jason R. Tystad
- Landon J. Lembitz

The above individuals shall have the authority to execute the above contracts, payment and performance bonds, and retainage accounts with a single signature of any of the above authorized signors.

b. **Execution of Proposals, In The Sum of \$100,000.00 or Less.** The following individuals shall have the following authority to bind the Company by the execution of proposals, formal bids, and bid bonds in amounts up to and including \$100,000.00:

- Loretta L. Manning
- Rick T. Potter
- Jason R. Tystad
- Kurt Countryman
- Darrel M. Ray
- Jerry L. Butcher
- Landon J. Lembitz
- Steven M. Callahan
- Justin R. Beach

c. **Execution of Proposals, Formal Bids, and Bid Bonds in Excess of \$100,000.00.** The individuals as identified within this Subparagraph shall have the authority to execute proposals, formal bids, and bid bonds in excess of \$100,000.00:

- Loretta L. Manning
- Rick T. Potter
- Jason R. Tystad
- Landon J. Lembitz

d. **Execution of Pay Requests and Change Orders.**

The following individuals shall have the authority to execute pay requests and change orders, for work upon projects of S&S Builders, LLC, without a specific limit:

- Loretta L. Manning
- Rick T. Potter
- Jason R. Tystad
- Landon J. Lembitz
- Kurt Countryman
- Sherry Potter
- Serena K. Tays
- Jeanne M. Thomas

e. **Execution of Subcontracts and Materialmen/Supplier**

**Contracts.** The following individuals shall have the authority to enter into and execute subcontracts and material contracts, including purchase orders for materials and supplies, for work upon projects of S&S Builders, LLC, without a specific limit:

- Loretta L. Manning
- Rick T. Potter
- Jason R. Tystad
- Kurt Countryman
- Landon J. Lembitz

f. **Execution of Checks.** The following individuals shall have the authority to execute checks in any amount deemed necessary by such individual for the payment of obligations on behalf of S&S Builders, LLC:

- Loretta L. Manning
- Rick T. Potter
- Sherry L. Potter
- Jason R. Tystad
- Serena K. Tays
- Landon J. Lembitz
- Joseph A. Foley



g. **Authority to sign Lien Waivers.** The following individuals shall have the authority to sign lien waivers on behalf of S&S Builders, LLC without a specific limit.

- Loretta L. Manning
- Rick T. Potter
- Sherry L. Potter
- Jason R. Tystad
- Serena K. Tays
- Landon J. Lembitz

h. **Authority to Enter Into Debt and Related Obligations.**  
Loretta L. Manning shall have the authority to enter into agreements on behalf of the Company with respect to, incurring debt, including but not limited to Promissory Notes, bank loans, and other forms of indebtedness in any sum deemed necessary. Loretta L. Manning shall have the authority to bind the Company in the purchase and sale of all real property and improvements.


i. **Authority to act on behalf of S&S Builders, LLC as "Declarant" in any Owners' Associations set up by the company.**

Loretta L. Manning or Rick T. Potter shall have the authority to act on behalf of S&S Builders, LLC and fulfill any duties required by the "Declarant" for RC Ranch Business Park I Owners' Association, College Business Park 3<sup>rd</sup> Filing Owners' Association and any future Owners' Associations that may be set up on behalf of S&S Builders, LLC as "Declarant."

2. This Resolution and the Amendment of the Operating Agreement of S&S Builders, LLC shall become effective the 26<sup>th</sup> day of March, 2019. All other terms and provisions of the aforementioned Second Amended and Restated Operating Agreement of the Company dated the 21<sup>st</sup> day of March, 2015 shall remain in full force and effect.

This action was undertaken by the unanimous consent and agreement of the Member and Manager of S&S Builders, LLC following the unanimous consent of the Officers and Directors of S&S Concrete, which is the sole member of S&S Builders, LLC on the 26<sup>th</sup> day of March, 2019.

**S&S Builders, LLC**  
**By its Member, S&S Concrete**

  
S&S Concrete, by and through  
Loretta L. Manning, its President  
P.O. Box 1867  
Gillette, WY 82717

  
Loretta L. Manning, Manager  
S&S Builders, LLC  
P.O. Box 1867  
Gillette, WY 82717