

SECTION 00300
BID FORM
2020 Pavement Marking Project
20EN03

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

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

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 The Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 2.02 This Bid and Contract (Maintenance) is for a one-year period, two cycles plus and extra work requested during the year with the ability of either party to extend or refuse to extend for additional one-year periods. If extended, cost shall be adjusted as per provisions contained in this document. Since this is a maintenance contract no performance, payment bonds or retainage requirements shall be required.

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
(none)	

- 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.

2020 Pavement Marking Project				Jan-20		
BASE BID				20EN03		
ITEM	SPEC. #	DISCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	1510.04	Solid Double Yellow Center Line	L.F.	202,430	\$ 0.16	\$ 32,388.80
2	1510.05	Solid White Edge Line & Bike Path Lane Line	L.F.	181,705	0.08	14,536.40
3	1510.05 SP	Solid Yellow Line	L.F.	2,400	0.08	192.00
4	1510.06	Dashed White Lane Line	L.F.	131,850	0.04	5,274.00
5	1510.06SP	Dashed Yellow Line	L.F.	3,600	0.04	144.00
6	1510.07	Solid White Stacking Lane Line (6")	L.F.	18,090	0.10	1,809.00
7	1510.08	Yellow Two-Way Turn Lane Line	L.F.	132,670	0.12	15,920.40
8	1510.12	Stop Bars	EA.	317	12.00	3,804.00
9	1510.13 (A)	Lt/Rt Turn Arrows	EA.	507	19.00	9,633.00
10	1510.13 (B)	Through Arrows	EA.	31	19.00	589.00
11	1510.13 (C)	Turn/Through Arrows	EA.	40	32.00	1,280.00
12	1510.14	Crosswalks	EA.	187	44.00	8,228.00
13	1510.15	White Chevron Markings	EA.	76	10.00	760.00
Total of Bid for evaluation per Application					\$	\$ 94,558.60

ALTERNATIVE ITEMS

ITEM	SPEC. #	DISCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	1510.11	Remove Existing Stripe	S.F.	20	\$10.00	\$ 200.00
2	1510.17	Curb Painting	L.F.	1,000	0.25	250.00
3	1510.18	Parking Lot Stalls	EA.	1,886	1.80	3,394.80
4	1510.18A	Handicap Spaces	EA.	74	1.80	133.20
5	1510.19	Bicycle Lane Symbol	EA.	96	4.00	384.00
6	1510.19A	Bicycle/Travel Lane Chevrons	EA.	0	4.00	- 0 -
8	1510.20	Paint Removal	S.F.	40	10.00	400.00
9	1510.21	RR Crossing Symbols	EA.	16	118.00	1,888.00
Approximate Bid Alternative Items depending on quantity performed					\$	\$ 6,650.00

Note: Contractor shall submit cost for all items. Alternative items which in the opinion of the Engineer that seem excessive may be submitted to another contractor to perform this work.

ARTICLE 5 – BASIS OF BID

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

TOTAL BASE BID in Words Ninety four thousand five hundred fifty eight and 60/100 dollars

- D. Bidder has carefully studied all: (1) 2020 Pavement Marking Book which is the basis of the bid and agrees to inform the City's Personnel of any and all revisions and changes needed as work proceeds. Failure to submit corrections in writing shall be basis that payment is accepted as shown in the Book.
- E. Bid prices are in accords with present pricing and can be adjusted by providing unit cost for material to be provided. This may also include Thermoplastic provided instead of Paint as requested by City Personnel. Labor rates shall remain the same unless documentation is provided to show price changes due to increases or decreases in time required to perform the work.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- E. Bidder is a corporation or limited liability company? YES ☒ NO ()

If yes, the Bidder is registered with the Wyoming Secretary of State to do business in the State of Wyoming? YES ☒ NO ()

Unit Price work has been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Bidder may also be asked to perform work outside of the dates shown in Special Provision 10 and agrees that an additional payment beyond listed cost shall be compensated at a lump sum of \$350.00 plus unit prices and any additional material cost greater than initial material cost. This payment is intended to pay labor to set up and clean equipment, the cost of overhead and profit that is spread out to all items throughout the annual bid. This payment does not cover expenses due extensive inefficiencies beyond this amount with approved documentation.

Proposed Sub Contractor

Proposed Work

(none)

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 150 working days after the date when the Contract Time commences to run, as provided in paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within 10 working days after the date of Substantial Completion. Work time can be stopped and restarted due to cold weather or delays on equipment arrivals, at the contractor request with issuance of stop and start documentation.

Working Day contract times include no allowance for adverse weather days. Fixed Completion Date contract times include an allowance for adverse weather days in accordance with Article 4 of Section 00500 – The Agreement between Owner and Contractor.

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 cashier check
- B. As required, a list of Project References
- C. As required, the BIDDER'S Qualification Statement with supporting data.

- D. An Initial material cost per quantity with proposed application rate (to be used to compensate for cost increases over contract period).
- E. Labor Rates per job classification (to be used for extra work beyond that spelled out in the contract).

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: Design Construction, LLC (SEAL-if available)

State of Incorporation: Wyoming

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

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

Name (typed or printed): E. J. Collins

Title: Owner
(CORPORATE SEAL-if available)

Attest: _____
(Signature of Corporate Secretary)

Bidder's Business address: 300 W. Hogeys Dr., Gillette, WY 82716

Phone: 307-682-5861 Facsimile: 307-683-8237

Submitted on 2/11, 2020

Contractor License No. 1208

CITY OF GILLETTE, WYOMING
DEVELOPMENT SERVICES DEPARTMENT
BUILDING INSPECTION DIVISION



CONTRACTOR LICENSE

Issued to: DESIGN CONSTRUCTION LLC
License: GENERAL CONTRACTOR # 1208

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: 09/10/2019
Expires: 09/10/2020

BOARD OF EXAMINERS

By: *Chad Renken*
Chad Renken, Chairman



STATE OF WYOMING CERTIFICATE OF RESIDENCY STATUS

NO. 0414

THIS CERTIFIES THAT:

DESIGN CONSTRUCTION, LLC

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

GRANTED THIS 3rd DAY OF April TWO THOUSAND AND 19

Jason Delo

JASON DELO, INTERIM DEPUTY ADMINISTRATOR

EXPIRATION DATE: 4/2/20

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

**ARTICLE XII.
AGENCY AUTHORITY**

All authority to contract and otherwise act for the Company is vested in Edd Collins.

**ARTICLE XIII.
CONTINUITY**

The remaining Members of the limited liability company will have the right to continue the business upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or occurrence of any other event which terminates the continued Membership of a Member in this Limited Liability Company.

**ARTICLE XIV.
LIABILITIES OF MEMBERS**

Members of the company are not liable under a judgment, decree or order of a court, or in any manner, for a debt obligation or liability of the Company.

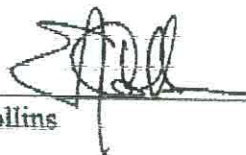
ARTICLE XV.

The business of the Company shall be conducted under the exclusive management of Edd Collins. Members and their addresses are:

Melanie Collins, Managing Member
200 W. Hogeye Dr, Gillette, WY 82716 40%

Edd J. Collins
200 W. Hogeye Dr, Gillette, WY 82716 60 %

DATED this 26th day of October, 2004.



Edd Collins