



CITY OF DOUGLAS

**Contract Documents, Project Manual, and
Specifications for **Reconstructing the
Intersection at S. Riverbend Dr.
And W. Richards Street,****

Douglas City Hall
101 N. 4th Street
PO Box 1030
Douglas, WY 82633

Public Works
420 West Grant
PO Box 1030
Douglas, WY 82633

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CITY OF DOUGLAS
INSTRUCTIONS TO BIDDERS – CONSTRUCTION
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1. DEFINED TERMS

- A. The term “OWNER” means the City of Douglas, a municipal corporation, located at 101 North 4th Street, P.O. Box 1030, Douglas, Wyoming 82633.
- B. The term “BIDDER” means the individual person or company who submits a bid directly to the Owner and is distinct and separate from any sub-bidder, who submits a bid to a Bidder.
- C. The term “SUCCESSFUL BIDDER” means the lowest, qualified, responsible, and responsive Bidder who receives the project award based on the Owner's evaluation per W.S. 15-1-113(c).
- D. The term “BIDDING DOCUMENTS” includes the instructions to bidders, the bid form (including bid schedule, if applicable), drawings, specifications, and all proposed contract documents (including all addenda issued prior to receipt of bids, if applicable).
- E. The term “CONTRACTOR” means the individual person or company who is the successful Bidder and enters into a contract agreement with the Owner for the specified project.

2. ADVERTISEMENT FOR BIDS

- A. Sealed bids for **Reconstructing of S. Riverbend Dr. / W. Richards Intersection**, will be received at Douglas City Hall, 101 N. 4th Street, until **2:00 PM. MST on Aug.4 2021** and then will be publicly opened and read aloud. Any bids received after the specified date and time will not be accepted or considered. Approved bidding documents may be obtained at **Public Works 420 West Grant Street**, or on the City of Douglas website at www.cityofdouglas.org under the “Bid Postings” tab. A **Mandatory** pre-bid conference will be held at **Public Works 420 West Grant Street, on July 29th, 2021 at 1: 00 PM.** prospective bidders are **Encouraged** to attend. Each bid must be submitted on the bid form and accompanied by bid security payable to the City of Douglas as prescribed in the bidding documents in an amount not less than five percent (5%) of the amount bid. The successful Bidder may be required to furnish the necessary additional bond(s) for the faithful performance of the work as prescribed in the bidding documents. Bids may be subject to the Wyoming Preference Act. Mail submitted bids to the City Clerk, City of Douglas, P.O. Box 1030, Douglas, WY 82633, or deliver to the City Clerk at 101 N. 4th Street, Douglas, WY. To perform public work, the successful Bidder and subcontractors, prior to contract award, shall hold or obtain such licenses as required by State Statutes and federal and local laws and regulations. The City of Douglas reserves the right to reject any and all bids, to waive as an informality any irregularities contained in a bid, and to accept the bid that serves the best interests of the City.

/s/ Chaz Schumacher, City Clerk; Published: **July 21, 2021 and July 28, 2021**, Douglas Budget

3. BID DOCUMENTS AND REQUIREMENTS

- A. Approved bidding documents will be available at the City of Douglas, **Public Works 420 West Grant Street**, Douglas Wyoming 82633, and for most bids, on the City of Douglas website, www.cityofdouglas.org, under “Bid Postings/Related Documents” section.

Bidder Initials: _____

- B. Bidding documents shall state a minimum of:
- i. the location and description of the contemplated construction;
 - ii. provide an estimate of the various quantities and kinds of work to be performed and/or materials to be furnished;
 - iii. an estimation of all labor and material reasonably necessary for the proper execution of the work;
 - iv. a schedule of items for which unit bid prices are asked, including appropriate places to indicate such prices;
 - v. a signature page;
 - vi. a non-collusion affidavit; and
 - vii. a bid bond form.
- C. All bids must be clearly marked **Reconstruction of S. Riverbend Dr./ W. Richards Street**, with the Bidder's name and the time and date of the opening on the outside of the envelope.
- D. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or other documents, he may submit to the Owner's representative a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery not less than five (5) days prior to the date set for opening bids. Any interpretation of the proposed documents will be made by an addendum duly issued and a copy of such addendum will be mailed, faxed or delivered to each person receiving a set of the plans and specifications. Each bidder shall acknowledge receipt of each such addendum received in order to have the bid considered. The Owner will not be responsible for any other explanations or interpretations of the proposed documents.
- E. The successful Bidder will be required to adhere to:
- i. The General Requirements and Covenants contained in the "Wyoming Public Works Standard Specifications" (refer to "General Conditions – Construction", Section 1.);
 - ii. To all federal, state, and local laws, ordinances, rules, and regulations;
 - iii. To all bidding documents contained or referenced herein; and
 - iv. May be subject to the Wyoming Preference Act.
- F. The Bidder shall include in the unit bid prices any compensating tax that must be paid.
- G. A certified check, cashier's check, or bid bond in the amount of five percent (5%) of the total amount, including allowances and additive alternates, of the bid must accompany each bid, and must be payable without condition to the Owner as a guarantee that the Bidder, if awarded the Contract, will execute the Agreement.
- H. The Owner will allow a five percent (5%) preference to Wyoming residents. Bidders will supply a Certificate of Residency in compliance with the Wyoming Department of Labor and Statistics.
- I. Complete sets of bidding documents must be used in preparing bids; the Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.
- J. The Owner, in making copies of bidding documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

Bidder Initials: _____

4. QUALIFICATIONS OF BIDDERS.

- A. The Bidder must be qualified in experience, financial status, and adequate equipment to do the work called for in the plans and specifications.
- B. If required by Owner in order to demonstrate qualifications to perform the work, each Bidder, whether under contract or under consideration for award of a contract, must be prepared to submit within two (2) days of Owner's request written evidence such as:
 - i. financial data;
 - ii. previous experience;
 - iii. previous project references;
 - iv. present commitments; and
 - v. any other such data as Owner may request, including evidence of authority to conduct business in the jurisdiction where the project is located.
- C. Each bid will be considered a warrant of Bidder's qualification to do business in this state or covenant to obtain such qualification prior to award of the contract.

5. EXAMINATIONS OF SITE WORK, PLANS, AND SPECIFICATIONS

- A. The Bidder will carefully examine the site(s), including material site(s), of the proposed work, and the Bidding Documents including the proposal, plans, general and supplementary conditions, standard specifications, special provisions, addenda, and contract forms. The submission of a bid shall be conclusive evidence that the Bidder has made such examinations and has investigated and is satisfied as to the conditions to be encountered, the character, quantity, materials to be supplied and equipment and labor to be used, and the requirements of the Bidding Documents for performance of the work in full.
- B. The Bidder must be familiar with the following, and no plea of misunderstanding or ignorance of the law will be considered:
 - i. All Federal, State, and local laws and ordinances and regulations which in any manner might affect those engaged or employed in the work; and
 - ii. The materials, equipment or procedures used in the work or which in any other way would affect the conduct of the work.
- C. The Bidder shall determine from his examination the methods, materials, labor and equipment required to perform the work in full.
- D. The quantities, for which unit prices are indicated in the proposal form, are approximate only, and do not constitute a warranty or guarantee by the Owner as to the actual quantities involved in the work. Such quantities are to be used for the purpose of comparison of bids and determining the amount of the performance bond.
- E. If in the performance of the work, the Bidder determines that methods, materials, labor and/or equipment are required beyond those anticipated, the Bidder will not be entitled to additional compensation.

Bidder Initials: _____

6. PRE-BID MEETING/SITE TOUR

A. A pre-bid meeting and/or site tour will be held at **Public Works** at **01:00pm July 29th**. This meeting is **Mandatory**, and bidders are **Encouraged** to attend.

7. REQUIREMENTS OF SUCCESSFUL BIDDER.

A. The Bidder whose proposal is accepted shall, within fifteen (15) calendar days after receiving notice of award, execute the agreement in accordance with the bidding documents, and shall further furnish a satisfactory bond, conditional for the faithful performance of the contract and for the payment of all obligations as required by W.S. §16-6-112(a) (Public Works and Contracts), in the amount of one hundred percent (100%) of the Contract amount, and executed on the forms contained herewith.

B. The Bidder shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final acceptance. The Bond shall remain in full force and effect through the guarantee period.

C. In the event the Bidder fails or neglects to execute the Contract as required, the Owner will consider that the Bidder has abandoned the Contract, and the bid bond accompanying his or her bid may be immediately forfeited to the Owner as liquidated damages for such failure or neglect.

D. Prior to signing the Contract, the successful Bidder shall submit an overall construction schedule for the project. This construction schedule shall begin with the proposed date of signing the Contract. The completion date shall be the date specified in the Contract.

E. Prior to the commencement of any work, the successful Bidder must ensure that all requirements of Douglas Municipal Code are met, including but not limited to obtaining all required building and construction permits, contractor licenses and permits, and any other applicable required licenses, permits, and/or permissions. Bidder shall contact the Community Development Department to verify necessary requirements and obtain necessary licenses and permits.

8. REQUIREMENTS OF THE OWNER.

A. The remaining checks or bid bonds will be returned to the unsuccessful Bidders within seven (7) days after the Owner and the accepted Bidder have executed the contract.

9. GENERAL PROVISIONS AND INTERPRETATION OF DOCUMENTS

A. The Owner reserves the right to reject any and/or all bids, to waive as an informality any irregularities contained in a bid, and accept any bid which best serve the interest of the City of Douglas

B. A Bidder may withdraw his or her proposal at any time prior to the time set for the opening of the bids without penalty

C. The Owner expressly reserves the right to increase or decrease the quantities during construction.

D. The Owner may make reasonable changes in design, providing such changes do not materially change the intent of the basic contract. The amount of work to be paid for shall be based upon the actual quantities performed.

Bidder Initials: _____

- E. Any interpretation or correction of any of the bidding documents will be made only by written addendum. Receipt of each addendum shall be acknowledged in the bid proposal.
- F. If any Bidder is in doubt as to the true meaning of any part of the bidding documents, he or she may submit to the Owner a written request for an interpretation thereof. The Bidder submitting the request will be responsible for its prompt delivery not less than five (5) days prior to the date set for opening bids.
- G. The Owner will not be responsible for verbal answers to any inquiries regarding the meaning of the Bidding Documents which may be given prior to the award of the Contract.
- H. No change shall be made in the wording of the bidding documents. Any explanatory matter which the Bidder may wish to submit shall be in the form of a separate letter accompanying the bid proposal.
- I. The Owner reserves the right to make such alterations in the plans or in the quantities of work as may be considered necessary. Such alterations shall be submitted in writing to the Contractor by the Owner and shall not be considered as a waiver of any conditions of the successful Contractor nor invalidate any of the provisions thereof.
- J. When alteration requires the execution of a supplemental agreement, the agreement shall be fully executed before any work on the alteration is started.
- K. The policy of the Owner is to provide and afford equal treatment and service to all citizens and assure equal employment opportunity based on ability and fitness to all persons regardless of race, creed, national origin, sex, physical or mental disabilities or age. This policy shall apply to every aspect of employment practices, employee treatment and public contact.
- L. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities of the City of Douglas, or be subjected to discrimination. Pursuant to the American's with Disabilities Act, reasonable accommodation for persons with disabilities who wish to participate in these services, programs, or activities shall be made upon request to the City Administrator, City of Douglas ADA Coordinator, at Douglas City Hall, 101 North 4th Street, Douglas, Wyoming.
- M. The Owner hereby notifies all Bidders that it will affirmatively insure that pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, sex, physical or mental disabilities, or national origin in consideration of an award.

10. QUANTITIES AND UNIT PRICES

The quantities, for which unit prices are indicated in the proposal form, are approximate only, and do not constitute a warranty or guarantee by the Owner as to the actual quantities involved in the work. Such quantities are to be used for the purpose of comparison of bids and determining the amount of the performance bond. The Owner expressly reserves the right to increase or decrease the quantities during construction. The Owner may make reasonable changes in design, providing such changes do not materially change the intent of the basic contract. The amount of work to be paid for shall be based upon the actual quantities performed.

Bidder Initials: _____

BID FORMS

PROJECT IDENTIFICATION: **Antelope Creek Bridge Drainage Cleaning,**

THIS BID IS TO BE SUBMITTED TO: City of Douglas, Attn: City Clerk
P.O. Box 1030, 101 N. 4th Street
Douglas, WY 82633

1. The following documents are attached to and made a condition of this bid:
 - a. Bid Schedule of Prices: The unit price bid must be shown in the space provided. Show unit prices in both words and figures.
 - b. Bidder Signature Sheet: To be filled in and signed by the Bidder.
 - c. Non-collusion Affidavit: Must be subscribed to and sworn before a Notary Public.
 - d. Bond Accompanying Bid: This form is to be executed by the Bidder and the Surety company unless bid is accompanied by a certified check. The amount of this bond be no less than five percent (5%) of the total amount bid and may be shown in dollars or on a percentage basis.
2. The undersigned Bidder agrees, if this bid is accepted, to enter into an Agreement with Owner in the form similar to that included in the Contract Documents and to complete all Work as specified or indicated in the Contract Documents for the Contract Price within the contract time specified in the Instructions to Bidder.
3. Bidder accepts all the terms and conditions of the Advertisement for bids and Instructions to Bidders, including those dealing with the disposition of bid security. This bid will remain open for thirty (30) days after the day of bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Contract Documents within fifteen (15) days after the date of Owner's Notice of Award.
4. In submitting this bid, Bidder represents, as more fully set forth in the agreement, the Bidder has examined copies of all bidding documents and of the following addenda (receipt of which is hereby acknowledged).
 - a. Addendum No. _____ Dated _____
 - b. Addendum No. _____ Dated _____
 - Addendum No. _____ Dated _____
5. Bidder has examined the site and locality where the work is to be performed, the federal, state and local laws and regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such

Bidder Initials: _____

liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

7. Communications concerning this bid shall be addressed to Bidder's Representative (please print):

Name	
Address	
City/State/Zip	
Phone No.	
Email	
Fax No.	

The following forms, samples of which are included in this Project Manual, are to be executed after the contract is awarded:

- a. Contract: This agreement to be executed by the successful Bidder.
- b. Performance/Contractor's Bond: To be executed by the successful Bidder and his or her Surety company.
- c. Appropriate City of Douglas contractor's license: To be executed by the successful Bidder after award and before project startup.

SCHEDULE OF PRICES

Unit prices for all items, all extensions and total amount of bid must be shown. Show unit prices in both words and figures and where conflict occurs, the written or typed words shall prevail, and the bid shall be adjusted accordingly.

Item No.	Description	Item with Unit Price to be Written in Words	Unit Price: Dollars/Cents	Total Price: Dollars/Cents
1.	Milling existing Asphalt and Sub Grade and relaying them			
2.	Excavating all soft spots and fixing before laying 8" of W – Base, and 4" of asphalt With fiber.			
3.	S. Riverbend dimension are 70'L x 52'W			
4.	W. Richards Street dimensions are 50'L x 46' W			
5.	Mobilizing			
6.				
7.				
8.				

Total Bid Price (include written number and numerical spelling:

BIDDER:

NAME OF COMPANY

NAME OF INDIVIDUAL COMPLETING BID

SIGNATURE OF INDIVIDUAL COMPLETING BID

DATE OF BID SUBMISSION

Bidder Initials: _____

SIGNATURE PAGE

IF BIDDER IS:

AN INDIVIDUAL

By: _____ doing business as: _____
(Name)

Address: _____ Phone: _____

A PARTNERSHIP

By: _____ (seal)
(Firm Name)

(General Partner)

Business Address: _____ Phone: _____

A CORPORATION

By: _____ of _____
(Corporation Name) (State of Incorporation)

By: _____
(Signature) (Title)

ATTEST: _____ (Corporate Seal)

Business Address: _____ Phone: _____

A JOINT VENTURE

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

(Each member of the joint venture must sign; attach additional sheet if necessary.)

Bidder Initials: _____

NON-COLLUSION AFFIDAVIT - CONSTRUCTION

STATE OF _____)
) ss.
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

_____ being first duly sworn, in his oath says that the bid above submitted is a genuine and not a sham or collusive bid or made in the interest or on behalf of any person not therein named; and he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said Bidder has not in any manner sought by collusion to secure to self an advantage over any other Bidder or Bidders.

CONTRACTOR: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

(Seal)

Notary Public in and for the State of _____
residing at _____

My Commission expires: _____

BID BOND - CONSTRUCTION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____, as Surety, are hereby held and firmly bound unto the City of Douglas, Wyoming, as Owner, in the penal sum of _____, for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our successors and assigns.

Signed, this ____day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Douglas, Wyoming, a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the **S. Riverbend and W. Richards St. Intersection replacement**.

NOW, THEREFORE,

- a. If said bid shall be rejected, or
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a Performance/Contractor's Bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all respects perform the agreement created by the acceptance of said bid, then this obligation shall be void. Otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall in no way be impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL:

By: _____ (seal)

SURETY:

By: _____ (seal)

IMPORTANT: Surety companies executing BONDS must appear in the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Wyoming.

Bidder Initials: _____

BIDDER'S CHECK LIST

The Bidder's attention is especially called to the following forms which must be executed in full as required:

1. Proposal (Bid Form): The unit price bid must be shown in the space provided. Show unit prices in both words and figures.
2. Proposal Signature Sheet: To be filled in and signed by the Bidder.
3. Non-collusion Affidavit: Must be subscribed to and sworn before a Notary Public.
4. Bond Accompanying Bid: This form is to be executed by the Bidder and the Surety company unless bid is accompanied by a certified check. The amount of this Bond be no less than five percent (5%) of the total amount bid and may be shown in dollars or on a percentage basis.
5. Other: _____

The following forms are to be executed after the contract is awarded:

1. Contract: This agreement is to be executed by the successful Bidder.
2. Performance/Contractor's Bond: To be executed by the successful Bidder and his Surety company.
3. Appropriate City of Douglas contractor's license(s): To be executed by the successful Bidder after award and prior to project commencement.
4. Other: _____

GENERAL CONDITIONS - CONSTRUCTION

1. STANDARD SPECIFICATIONS

Where the word “specifications” is used herein and is not preceded by the word “standard”, it is being used as a general term to include the general conditions, supplementary conditions, standard specifications, special provisions and other applicable project documents.

The “Wyoming Public Works Standard Specifications” as prepared by the Wyoming Public Works Specifications Committee shall be hereinafter referred to as the “standard specifications” and said standard specifications together with the laws of the State of Wyoming, and the Ordinances and Codes of the City of Douglas, so far as applicable, are hereby included in these specifications as though quoted in their entirety and shall apply except as amended or superseded by these contract documents.

Copies of the standard specifications are on file in the Public Works Department, 420 West Grant, Douglas, Wyoming; at the Community Development Department, 101 N. 4th Street, Douglas, Wyoming; and on the City of Douglas website, www.cityofdouglas.org , under “Departments & Services/Public Works & Utilities/Wyoming Public Works Standards & Specs”, where they may be examined and consulted by any interested party.

Wherever reference is made in the Standard Specifications to the Owner, such reference shall be construed to mean the City of Douglas, and where reference is made to the Engineer, such reference shall be construed to mean the City Engineer or other designated representative of the City of Douglas.

2. HEADINGS

Headings to parts, sections, forms, articles, and sub-articles are inserted for convenience of reference only and shall not affect the interpretation of the contract documents.

3. ORDER OF PRECEDENCE

In cases of conflicting information, the order of precedence shall be the Supplementary Conditions, which shall take precedence over the construction drawings, which shall take precedence over the special provisions, which shall take precedence over the general conditions, which shall take precedence over the standard specifications unless indicated otherwise by the Engineer.

4. FIELD CHANGES

Any alterations or variances from the plans, except minor adjustments in the field to meet existing conditions, shall be requested in writing and may not be instituted until approved by the Owner's representative.

5. PROTECTION OF PUBLIC AND PRIVATE UTILITIES AND FACILITIES

The Contractor shall support and protect by timbers, or otherwise, all pipes, conduits, poles, wires, or other apparatus which may be in any way affected by the work, and do everything to support, sustain and protect the same, under, over, along or across said work. In case any of said pipes, conduits, poles, wires, or apparatus should be damaged, they shall be repaired by the authorities having control of same and all expense incurred for such repairs shall be charged to the Contractor.

Bidder Initials: _____

The Contractor shall further be responsible for any damage done to any street or other public property, or to any private property, by reason of breaking any water, sewer or gas pipe, electric conduit, or other utility by, or through, negligence of the Contractor.

6. UTILITY LOCATES

Location and dimensions shown on the plans for existing underground facilities are in accordance with the best available information without uncovering and measuring. The Owner does not guarantee the size and location of existing facilities.

The Contractor shall be responsible for requesting locates with the utility companies as to the location of such utilities within the area of work. Plans show the general horizontal location of all underground utilities based on information provided by others. Failure to show the location of any utility on the plans shall not relieve the Contractor from the responsibilities above. The vertical location of conflicting utilities shall be conducted by the Contractor by pot holing random locations selected by the Engineer prior to any major excavation activities. It shall be solely the responsibility of the Contractor to fully coordinate work with utility companies.

It shall be the Contractor's responsibility to arrange for utility locates forty-eight (48) hours prior to any excavation.

Call Before You Dig	1-800-849-2476
Wyoming One-Call	1-800-348-1030

7. TRAFFIC CONTROL

The Contractor shall be responsible for maintenance, control and safe-guarding of traffic within, and immediately abutting, the project as further defined herein, and as may otherwise be provided in the supplementary conditions.

The posting of flagmen, advance warning signs, barricades, traffic cones, flashers, etc., shall be in accordance with the current edition of Part VI in the "Manual on Uniform Traffic Control Devices for Streets and Highways" prepared by the National Joint Committee on Uniform Traffic Control.

The Contractor shall, at his own expense, provide all signs, barricades, guards, construction warnings, and night lights for work zone traffic control in order to protect the public at all times from injury as a result of his operations. If the Contractor should fail to maintain sufficient lights and barricades, any costs incurred by the Owner for furnishing such items will be deducted from payments due to the Contractor.

Detours within the limits of the project, such as on side street crossings, traffic channelization utilizing one lane of the traveled way for two-way traffic, shall be the responsibility of the Contractor, the costs of which shall be included in the unit bid price and no special compensation will be made.

Emergency traffic such as police and fire shall be provided reasonable access at all times. The Contractor shall be liable for any damages which may result from his failure to provide such reasonable access.

8. PUBLIC CONVENIENCE

Streets may not be closed to through traffic unless elsewhere specified in these specifications or, authorized by the Owner's representative. Streets shall not be closed to traffic unless such closures are

Bidder Initials: _____

made in such a manner as to provide maximum public safety and public convenience. Streets shall be opened to through traffic on weekends, holidays, evenings, and such times as the work has been completed, or as specified by the Owner's representative.

Local traffic shall be provided access to private property at all times, except during those stages of construction when it is impractical to carry on the construction and maintain traffic simultaneously, such as for the placement of asphalt paving and deep sewer excavations which prohibit safe travel of vehicular traffic.

9. PAYMENT TO THE CONTRACTOR

The method of measurement and basis of payment will be as provided in the standard specifications and special provisions. Payments to be made to the Contractor will be made in the manner stipulated in the Agreement, these general conditions and supplementary conditions.

Applications for payment shall be submitted in two parts, consisting of an invoice and, a progress estimate. Progress estimates will be made by the Contractor, submitted to and concurred by the Owner's representative for work completed and/or materials on hand. Invoices will be made by the Contractor, and submitted to the City Finance Department.

Invoices shall be for the full amount indicated in the progress estimate. Adjustments for conditions differing from those reported in the progress estimate and/or for retainage to be withheld shall be determined by the Owner's representative and recommended to the City Council.

Applications for Payment must be submitted by the twenty-fifth (25th) day of each month for presentation to the City Council for their approval at the first scheduled Council Meeting of the following month.

10. FINAL PAYMENT

Application for Final Payment may not be made until the Owner has accepted the work as complete in accordance with the plans and specifications of the Contract. The Application for Final Payment shall request payment of any remaining amounts due, including retainages previously withheld

Actual Final Payment may not be made until the requirements of W.S. §16-6-116, concerning public notices and a mandatory waiting period and W.S. §16-6-117, concerning the contractor's statement, have been met.

In accordance with W.S. 16-6-116, upon receipt of Application for Final Payment, the Owner shall cause to be published in a newspaper of general circulation, published nearest the point at which the work is being carried out, once a week for three (3) consecutive weeks, and also to post in three (3) conspicuous places on the work, a notice indicating that the work has been accepted by the Owner in accordance with the plans and specifications and the contractor is entitled to final settlement. The notice shall also state that the Contractor will be paid the full amount due under the contract upon the 41st day following first publication of the notice and, will specify such date. This section does not relieve the Contractor and the sureties of his bond from any claims for work or labor done or materials or supplies furnished in the execution of the contract.

Bidder Initials: _____

In accordance with W.S. §16-6-117, after acceptance of the work by the Owner and before Final Payment may be made, the Contractor shall file with the City of Douglas Administrative Services Department a sworn statement setting forth that all claims for material and labor performed under the contract have been and are paid for the entire period of time for which the final payment is to be made. The sworn statement shall state any disputed claim for material and/or labor and, the amount disputed shall be deducted from the final payment and retained by the Owner until the determination of the dispute, either by judicial action or consent of the parties, and then paid to the persons found entitled thereof.

11. SCHEDULING OF WORK

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Engineer, if requested, an estimated construction progress schedule in form satisfactory to the Engineer, showing the proposed dates of commencement and completion of each of the various pay items of work required under the contract documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor shall also furnish periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in preparing any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions or deductions from the contract.

Should it become evident that the Contractor may fall behind the construction schedule, the Contractor shall submit a revised schedule indicating operations, methods, overtime, or additional labor by which lost time will be made up. Payments of future estimates will be withheld until an approved schedule has been submitted. Execution of the work according to the accepted schedule of completion, or approved modification, is hereby made an obligation of the contract.

Time lost due to non-working days, i.e., adverse weather conditions, etc., shall not excuse the obligation of the Contractor to adhere to the original, or revised, schedule of completion.

12. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Contractor shall procure and maintain for the duration of the contract, **and for One years thereafter**, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

13. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- a. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- b. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage.
- c. **Workers' Compensation Insurance:** As required by the State of Wyoming.

Bidder Initials: _____

- d. **Builder’s Risk:** At the option of the Owner, (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
- e. **Surety Bonds** as described below.
 - i. **Professional Liability** (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
 - ii. **Contractors’ Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- f. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Owner requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.
- g. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the Owner.
- h. **Other Insurance Provisions:** The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - i. The Owner, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, and/or equipment furnished in connection with such work and/or operations, and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
 - ii. For any claims related to this project, the Contractor’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Owner, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.
 - iii. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Owner.
- i. A copy of the insurance policy, together with a copy of the endorsement naming the Owner as an additional insured, shall be provided to the Owner prior to commencement of work.

14. “ACT OF GOD”

“Act of God” means an earthquake, flood, tornado, or other cataclysmic phenomenon of nature. A heavy rain, windstorm, high water, or other natural phenomenon of unusual intensity for the specific locality of the work, which might have been anticipated from historical records of the general locality of the work, shall not be construed as an Act of God.

15. “OR EQUAL”

Where the term “or equal” is used herein, the Owner, or the Owner on recommendation of the Engineer, shall be the sole judge of the quality and suitability of the proposed substitution.

16. WRITTEN NOTICE

Bidder Initials: _____

- a. Written notice to the Contractor shall be deemed to have been duly served if delivered in person to the individual, or to a partner of the firm, or to an officer of the Corporation, or a member of the Joint Venture, of the Contractor, or if sent by First Class United States Mail to the business address; or by email or fax to the email address or fax number shown in the Contract Documents.
- b. Written notice to the Owner shall be deemed to have been duly served if delivered in person to an executive official of the Owner or the Owner's Representative, or if sent by First Class United States Mail to the business address; or by email or fax to the email address or fax number shown in the Contract Documents.

17. BID BOND

Each bid must be accompanied by a bid bond on the forms included herewith, equal to five percent (5%) of the bid amount executed by a Surety or Guarantee Company authorized to do business in the State of Wyoming, naming the Owner as payee and providing for full forfeiture in the event bidder shall:

- a. Fail to execute contract documents within 30 days following the letting of the bid;
- b. Fail to proceed with the performance of the contract; or
- c. Fail to provide an acceptable Performance/Contractor's Bond.

A cashier's check or irrevocable letter of credit drawn upon a Wyoming banking institution and payable to the Owner may be substituted for a bid bond on bids less than \$100,000.00 (W.S. §15-1-113(f)). No bid will be considered unless accompanied by bid bond.

18. PERFORMANCE/CONTRACTOR'S BOND

The successful bidder shall furnish to the Owner a Performance/Contractor's bond on the forms included within, as set forth in W.S. §15-1-113 and 16-6-112, in an amount equal to the amount of the bid, executed by a Surety or Guaranty Company authorized to do business in the State of Wyoming. In the event the bid is less than \$100,000.00, other forms of guarantee may be submitted subject to the prior acceptance and approval of the Owner. This bid and all subsequent contracts or agreements are subject to the provisions of W.S. §15-1-113 as amended, which statute is incorporated herein by this reference.

19. WYOMING STATUTES 16-6-101 et seq. {Public Works and Contracts}

This bid and all contracts or agreements entered into pursuant to this bid are subject to the provisions of W.S. §16-6-101 et seq. as amended. The successful Bidder shall be responsible to comply with said statute in all respects.

20. CONTRACTOR'S OBLIGATION

Contractor, subcontractors, and suppliers conducting business with the Owner shall affirm and subscribe to the Fair Practices and Non-Discrimination policies of the Owner.

21. COMPLETION AND ACCEPTANCE

Prior to acceptance, the Contractor must provide a written request that the Owner inspect the work for completion. Upon finding all specified work has been completed with the exception of minor items such as cleanup, and other items deemed by the Owner to be minor in nature and, the Owner may receive full beneficial use of all the work, the Owner shall certify the work to be substantially complete and shall provide a written, Notice of Substantial Completion, to the Contractor along with a "punch list" of deficiencies for correction by the Contractor, with a required completion date. Upon such notice, the

Bidder Initials: _____

Contractor shall relinquish full beneficial use to the Owner, the Contractor's one year guarantee period shall commence, accrual of time against the project shall stop. If all corrective work has not been completed by the stipulated date, time accrual shall recommence and will continue until the work is completed. The Contractor shall submit additional requests for inspection, as necessary. The Owner, following the Contractor's initial or subsequent request for inspection and upon finding that all requirements have been satisfied and that no additional corrections are required, shall recommend to the Mayor and City Council that the work be accepted and final payment procedures pursuant to W.S. 16-6-116 be initiated.

**CITY OF DOUGLAS
SUPPLEMENTARY CONDITIONS – CONSTRUCTION**

Supplementary conditions hereinafter contained supersede any conflicting provisions of the general conditions, and the foregoing amendments to the general conditions are hereby made a part of this contract.

1. SUBCONTRACTORS AND SUPPLIERS

A list of subcontractors and suppliers that will be involved with this project shall be given to the Engineer for review and approval immediately after the contract has been awarded. This list must be received by the Owner before the contracts may be signed.

2. PRE-CONSTRUCTION CONFERENCE

Prior to the start of construction, the Owner, the Contractor(s), Engineer, all subcontractors, utility companies, Police Department, Fire Department, and other interested parties shall attend a pre-construction conference, time, place and date to be determined after awarding the contract(s). Subsequently, a representative of the Contractor shall attend (if requested) a weekly conference to review progress and discuss any problems that may be incurred.

3. OWNER'S REPRESENTATIVE

The name, business address, telephone number and fax number of the Owner's representative for this project are:

Name	
Mailing Address	
Physical Address	
City/State/Zip	
Phone	
Email	

4. SANITATION FACILITIES

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations as enforced. The Contractor shall not allow such facilities to become a public nuisance. All expenses incurred in supplying access, parking, and sanitation facilities shall be considered as incidental to the project and no compensations will be made.

5. STATE SALES TAX

The Owner is exempt from the payment of sales tax on all items.

6. DELIVERY OF TICKETS

All delivery tickets that are required for the purpose of calculating quantities for payment must be received by the Owner at the time of delivery.

- a. By Truck:

Bidder Initials: _____

- i. Delivery tickets must show type of material, gross weight, tare weight, truck number, date, and Inspector's initials in order to be considered for payment.
- ii. Scale certification shall be submitted as early in the project as possible.
- iii. In isolated cases where truck scale weight is not available, the inspector shall measure the truck volume and certify to its full load delivery.

b. By Other Means

- i. Method for measurement and payment for material brought to the site by any other means will be determined by the Contractor-Owner agreement before award of contract.

7. EASEMENT AND RIGHTS-OF-WAY

The Owner will obtain all easements and franchises required for the project. Contractor shall limit his operation to the areas obtained and shall not trespass on private property.

8. LAND PROVIDED BY OWNER

The Owner may provide certain lands, as indicated in connection with the work under the contract, together with the right of access to such lands. The Contractor shall not unreasonably encumber the premises with his equipment or materials.

9. LAND PROVIDED BY CONTRACTOR

The Contractor shall provide, with no liability to the Owner, any additional land and access thereto not shown or described that may be required for temporary construction facilities or storage of materials. The Contractor shall construct all access roads, detour roads or other temporary works as required by his operations. The Contractor shall confine his equipment, storage of materials, and operations of his workers to those areas shown and described and such additional areas as he may provide.

10. RESTORATION OF STRUCTURES AND SURFACES

- a. GENERAL: All construction work under this Contract on rights-of-ways, easements, over private property or franchise, shall be confined to the limits of such easement, right-of-way, or franchise. All work shall be accomplished so as to cause the least amount of disturbance and a minimum amount of damage. The Contractor shall schedule his work so that trenches across easements shall not be left open on weekends or holidays or be left open for more than twenty-four (24) hours. Trenches that will present a danger to vehicular or pedestrian traffic will be closed at the end of each day's work.
- b. STRUCTURES: The CONTRACTOR shall remove such existing structures as may be necessary for the performance of the work and, if required, shall rebuild the structures thus removed in as good a condition as found with minimum requirements as herein specified. The Contractor shall also repair all existing structures which may be damaged as a result of the work under this contract.
- c. EASEMENTS - CULTIVATED AREAS AND OTHER SURFACE IMPROVEMENTS: All cultivated areas, either agricultural or lawns, and other surface improvements which are damaged by actions of the Contractor, shall be restored as nearly as possible to their original condition.
 - i. Prior to excavation on an easement or private right-of-way, the Contractor shall strip topsoil from the trench or construction area and stockpile it in a manner such that it may be replaced by the Contractor upon completion of construction.

Bidder Initials: _____

- ii. Ornamental trees and shrubbery shall be carefully removed, with the earth surrounding their roots wrapped in burlap and replanted in their original positions within twenty-four (24) hours, or as soon as practical.
- iii. All shrubbery or trees destroyed or damaged shall be replaced by the Contractor with material of equal quality at no additional cost to the Owner.
- iv. In the event that it is necessary to trench through any lawn areas, the sod shall be carefully cut and rolled and replaced after the trenches are backfilled. The lawn area shall then be cleaned of earth and debris by sweeping or other means.
- v. All fences, markers, mailboxes or other temporary structures shall be removed by the Contractor and immediately replaced in their original positions after the trench has been backfilled.
- vi. The Contractor shall notify the Engineer and property owner at least twenty-four (24) hours in advance of any work done on easements or private rights-of-way.

d. **STREETS:** The Contractor shall assume all responsibility for restoration of the surface of all streets (traveled ways) used by him and damaged.

11. PROTECTION OF PEDESTRIAN AND VEHICULAR TRAFFIC

The Contractor shall take every precaution to protect vehicular and pedestrian traffic. Prior to the start of construction, the Contractor shall provide in writing to the Engineer an acceptable Traffic Control Plan. Whenever, in the opinion of the Engineer, the Contractor has not provided sufficient or proper safety precautions, he shall do so immediately and to whatever extent the Engineer deems advisable.

12. REMOVING TRAFFIC AND STREET SIGNS

The Contractor shall be responsible for maintaining and preserving all traffic and street signs. In the event it shall become necessary to remove or relocate a traffic or street sign, the Contractor shall notify the Engineer of all changes made. All signs removed shall be collected by the Contractor and removed to the Public Works yards. When work has been completed and prior to said area being opened to traffic, the Contractor shall notify the Engineer, who shall authorize replacement of all signs as necessary. The Contractor shall be responsible for the replacement of all signs lost or damaged due to his neglect.

13. SOIL INFORMATION

The Contractor shall make his own deductions and conclusions as to the nature of the materials to be excavated, the difficulties of making and maintaining required excavations, the difficulties which may arise from subsurface conditions, and of doing any other work affected by the subsurface conditions and shall accept full responsibility.

14. SALVAGE

All salvage materials as noted in the plans and taken from any of the discarded facilities shall, at the discretion of the Owner, be carefully salvaged and delivered to the area designated by the Engineer. Any costs incurred in salvaging and delivering such items shall be considered incidental to project and no other compensation will be made.

15. LIQUIDATED DAMAGES

a. Liquidated damages will be assessed in accordance with the following schedule:

Bidder Initials: _____

CONTRACT PRICE	LIQUIDATED DAMAGES – PER DAY
\$0 - \$49,999	\$50.00
\$50,000 - \$99,999	\$100.00
\$100,000 – 249,999	\$200.00
\$250,000 – 500,000	\$300.00

- b. If the Contractor should fail to complete the work within the time specified in the Contract, he shall pay the Owner as liquidated damages, the amount per working day for each day that the work remains uncompleted beyond the specified completion date or time period, unless there shall have been an extension of time granted by the Owner.
- c. The Contractor does hereby authorize the Owner to deduct such liquidated damages from the amount due, or to become due, the Contractor. The Contractor further agrees that any such deductions shall not in any degree release him from further obligations and liabilities in respect to the fulfillment of the entire Contract.
- d. Liquidated damages shall not be assessed the Contractor for unworkable days caused by weather conditions, or for any other days for which any extension of time will have been granted.

16. TIME EXTENSIONS

- a. Within four (4) hours of the start of a delay over which the Contractor had no control nor could have reasonably expected, the Contractor shall notify Owner of such delay. Initial notification may be verbal; however, written notification must be delivered within forty-eight (48) hours.
- b. A formal written request for an extension may be submitted to the Owner no later than forty-eight (48) hours following the end of the delaying occurrence. Said request shall include the date(s) and nature of the occurrence and the length of the requested extension. The Owner shall review the request and make a determination as to the length of an extension to be granted, if any.
- c. Time extensions for just cause shall not be unreasonably denied. However, extensions may not be granted as a result of conditions which should have been anticipated for the locality and season.

17. SCOPE OF WORK:

This project will consist of the following:

Removing existing asphalt and base. Replacing the base with 8” of W base and laying 4” of asphalt with fiber.

**CITY OF DOUGLAS, WYOMING
NOTICE OF AWARD
MISC. CONSTRUCTION PROJECTS**

Name of Contractor	
Attention To	
Mailing Address	
City/State/ZIP	

Project (as it appears on Bid documents)	
Contract Price	

Please show in both written and numeric values.

The Owner has considered the bid submitted by you for the above described work in response to its advertisement for bids dated **Publication Dates**. You are the apparent successful Bidder and have been awarded a contract for **Project Name, including specific bid schedules, total work, alternates or section or work awarded**.

Two (2) copies of the proposed contract accompany this Notice of Award. Additional copies of drawings and/or specifications can be made available to you upon request.

You are required per the Information for Bidders to execute this Notice of Award and Agreement and furnish one fully executed copy to the Owner, along with the required Contractor’s Performance Bond and Certificates of Insurance, within fifteen (15) calendar days from the date of the Notice of Award, which is **Month, Day, Year**.

If you fail to execute said Notice of Award and Agreement and furnish said Bond(s) and Certificate(s) by the date specified, the Owner will be entitled to consider all your rights arising out of the Owner’s acceptance of your Bid as abandoned and as a forfeiture of your bid bond. The Owner will be entitled to such other rights as may be granted by law.

List any additional requirements and/or conditions for this project, if any:

These conditions must be complied with by the date specified above. Failure to comply within the specified time will entitle Owner to consider your bid in default, to annul this Notice of Award, and to declare your bid security forfeited.

Dated this ____ day of _____, 20____.

CITY OF DOUGLAS, OWNER

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: _____
SIGNATURE

By: _____
SIGNATURE

Name/Title: Jonathan Teichert, City Administrator

Printed Name: _____

Title: _____

Please sign and send back to: City of Douglas, Attn: City Clerk
P.O. Box 1030, Douglas, WY 82633

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT made on the (day) ____ of (month/year) _____ by and between the City of Douglas, Wyoming, party of the first part hereinafter called the Owner, and (contractor) _____ party of the second part, hereinafter called the Contractor.

WITNESSETH, that the Contractor and the Owner, for the consideration hereinafter named agree as follows:

ARTICLE I - SCOPE OF WORK

The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work shown on the Drawings and described in the specifications for (project description):

--

and other additional work to be made in accordance with the requirements and provisions of the contract documents which are hereby a part of the contract including the following documents which are incorporated by this reference:

Check if Included	Document Description
<input type="checkbox"/>	1. Instructions to Bidders and Call for Bids (Legal Advertisement and Detailed Notice)
<input type="checkbox"/>	2. Bid Forms:
<input type="checkbox"/>	a. Bid -Schedule of Prices
<input type="checkbox"/>	b. Signature Page
<input type="checkbox"/>	c. Non-Collusion Affidavit - Construction
<input type="checkbox"/>	d. Bid Bond - Construction
<input type="checkbox"/>	e. Bidder’s Checklist
<input type="checkbox"/>	3. General Provisions - Construction
<input type="checkbox"/>	4. Supplemental Conditions - Construction
<input type="checkbox"/>	5. Wyoming Public Works Standard Specifications – included by reference
<input type="checkbox"/>	6. Special Provisions
<input type="checkbox"/>	7. Drawings
<input type="checkbox"/>	8. Addenda
<input type="checkbox"/>	9. Notice of Award - Construction
<input type="checkbox"/>	10. Agreement Between Owner and Contractor
<input type="checkbox"/>	11. Performance/Contractor's Bond - Construction
<input type="checkbox"/>	12. Notice to Proceed - Construction
<input type="checkbox"/>	13. Other:

The work is generally described as follows (detailed project description):

--

ARTICLE II - TIME OF COMPLETION

1. The work to be completed under this Contract shall be commenced within thirty (30) calendar days after receipt of Notice to Proceed, weather permitting.

Bidder Initials: _____

- The number of days within which the work is to be completed begins on the date of the Notice to Proceed and is set forth below:

Substantial Completion	No. of calendar days:
Final Completion	No. of calendar days:

- Time shall be of the essence of this contract. It is hereby agreed that in case all of the work called for in this contract is not completed at the time herein mentioned or at such time to which the period of completion may be extended, damages will be sustained by the Owner. It is agreed that the Contractor shall pay to the Owner as liquidated damages, the sum as noted in the supplementary conditions for each and every working day of additional time in excess of the contract time limit and any granted extension. The same shall be deducted from the amount due, or to become due, to the Contractor and such payments or deductions shall not in any way release the Contractor from further obligations and penalties in respect to the fulfillment of the entire contract, or any right which the Owner may have claim, or sue for the recovery of compensation and damages for non-performance of this contract.

ARTICLE III - THE CONTRACT SUM

- Except for adjustments as provided herein, the Owner shall pay the Contractor for the performance of the work, the unit price bid in the proposal, which amount shall be known as the contract sum.
- The contract sum shall be equitably adjusted to cover changes in the work ordered by the Owner. Such increases or decreases in the contract sum shall be determined by agreement between the Owner and the Contractor as outlined in these specifications.
- Owner shall pay Contractor in current funds for performance of the work in accordance with the contract documents, subject to additions and deductions by change order, the contract price of **Contract Price, written and numeric** values based on the unit and lump sum prices listed in the bid schedule.

ARTICLE IV - PAYMENT PROCEDURES

- Contractor shall submit applications for payment in accordance with the general conditions and supplementary conditions. Applications for payment will be processed as provided in the general conditions.
- Progress Payments. Owner shall make progress payments on the basis of contractor's application for payment as recommended by the Owner's representative. Application for payment shall be prepared and submitted by Contractor by the 25th day of each month during the construction period. Owner shall make progress payments about the 45th day following submittal of the application for payment and approval of the application for payment by Owner. All progress payments will be on the basis of the progress of the work measured by the schedule of values.
- Retainage. Progress payments will be made in an amount equal to 90% of the work completed, and 90% of Invoice cost of materials and equipment not incorporated in the work, but delivered and suitably stored, less in each case the aggregate of payments previously made.

Bidder Initials: _____

4. Final Payments. Upon final completion and acceptance of the work in accordance with the general conditions, Owner shall pay the remainder of the contract price as recommended by the Owner's representative.

ARTICLE V - EXTRA WORK

If a written order is made by the Owner, directing the performance of any work not covered by the drawings or included in the specifications, and for which no unit price or lump sum basis can be agreed upon, then such extra work shall be done on a cost-plus-percentage basis of payment as follows:

1. The CONTRACTOR shall be reimbursed for the cost of doing the extra work and shall receive an additional fifteen percent (15%) of the cost of the work to cover his overhead and profit.
2. The cost of the extra work shall include labor at the wage rates and supplements fixed in the contract, materials utilized in the work, sales tax, the use of power tools and equipment during periods of actual use, power, heat, lights, pro rata charges for foremen, approved subcontractors, workmen's compensation insurance, and premiums for additional insurance coverage required for the extra work.
3. Among the items considered as overhead include: insurance other than mentioned above, bonds, superintendents, timekeepers, clerks, watchmen, use of small tools, incidental job burdens, field office expenses, and general office expenses.
4. The cost of the work done each day shall be submitted to the Owner's representative in a satisfactory form on the following day, and adjusted at once if necessary.
5. Monthly payments of all charges for extra work in any one month shall be made in full on or before the 15th of the succeeding month.

ARTICLE VI - LIQUIDATED DAMAGES

Liquidated damages will be assessed in accordance with the following schedule:

CONTRACT PRICE	LIQUIDATED DAMAGES – PER DAY
\$0 - \$49,999	\$50.00
\$50,000 - \$99,999	\$100.00
\$100,000 – 249,999	\$200.00
\$250,000 – 500,000	\$300.00

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first above written.

CITY OF DOUGLAS – OWNER

ACCEPTANCE OF NOTICE

Bidder Initials: _____

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: _____
SIGNATURE

By: _____
SIGNATURE

Name/Title: Jonathan Teichert, City Admin

Printed Name: _____

Title: _____

Please sign and send back to: City of Douglas, Attn: City Clerk
P.O. Box 1030, Douglas, WY 82633

PERFORMANCE BOND - CONSTRUCTION

KNOW ALL MEN BY THESE PRESENTS: that _____ a(n) individual – partnership – corporation - joint venture (*circle one*), hereinafter called Principal, and _____, hereinafter call Surety, are held and firmly bound unto the City of Douglas, Wyoming, hereinafter called Owner, in the penal sum of _____ Dollars, (\$ _____) in lawful money of the United States for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is that whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of: _____

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one (1) year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on the bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to do the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counter-parts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST: _____

PRINCIPAL: _____

(SEAL)

BY: _____

(Witness as to Principal)

(Address)

Bidder Initials: _____

ATTEST:

SURETY: _____

BY: _____

(SEAL)

(Witness as to Surety)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If **CONTRACTOR** is a Partnership, all partners should execute the BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Wyoming.

Bidder Initials: _____

**CITY OF DOUGLAS, WYOMING
NOTICE TO PROCEED
MISC. CONSTRUCTION PROJECTS**

Name of Contractor	
Attention To	
Mailing Address	
City/State/ZIP	

Project (as it appears on Bid documents)	
Type of Contract	
Amount of Contract	\$

You are hereby notified to commence work on the referenced contract on or before **Month, Day, Year** and shall fully complete all of the work of said contract within **Number of Days, written and numeric** calendar days thereafter. Therefore, your completion and billing date is **Month, Day, Year**, The contract provides for an assessment of the sum of **Amount, written and numeric** as liquidated damages for each consecutive calendar day after the above established contract completion date that the work remains incomplete.

Dated this ____ day of _____, 20__.

CITY OF DOUGLAS, OWNER

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged.

By: _____
SIGNATURE

By: _____
SIGNATURE

Name/Title: Jonathan Teichert, City Administrator

Printed Name: _____

Title: _____

Please sign and send back to: City of Douglas, Attn: City Clerk
P.O. Box 1030, Douglas, WY 82633

Bidder Initials: _____