



CITY OF **DOUGLAS** WYOMING

REGULAR CITY COUNCIL MEETING
November 24, 2025 – 4:00 PM

Thank you for your cooperation in facilitating the public meeting process!

Reasonable accommodations for persons with disabilities who wish to participate in this public meeting shall be made upon request to the City Manager, at 307-358-3462

Council meetings are broadcast live on Cable Channel 9 and streaming live on the City of Douglas website

1. **Call to Order, Roll Call, and Pledge of Allegiance**
2. **Disclosures by City Council Members**
3. **Approval of General Agenda (Corrections or Additions)**
4. **Leadership Moment**
5. **Public Comments**
6. **Approval of Consent Docket**
 - a. Minutes

Regular City Council Meeting: November 10, 2025
 - b. Bills & Claims
 - c. Other – Consent
7. **Presentations**
 - a. Proclamation: Small Business Saturday (5 minutes)
8. **Discussion Items**
 - a. Project Designation: Community Gas Funds (10 minutes)
 - b. Procedure: Employee Sick Leave Bank (15 minutes)
 - c. Liquor License: Procedure & Interview Process (15 minutes)

d. **Worksession: Possibility (10 minutes)**

9. Council Action Items

a. **Ordinance 1059: Franchise Agreement: Mountain West Technologies "MWT" (15 minutes)**

b. **Bid Award: The 112 Construction (15 minutes)**

c. **Bid Award: N 3rd Street (10 minutes)**

d. **Bid Award: S 4th Street (10 Minutes)**

10. Financial Report

a. **Financial Report: October 2025**

11. City Manager's Report

12. Council Information

a. **Aid To Others Quarterly Report: Helping Hands Ministies, Inc**

13. CircleBack Recap

14. Good People Doing Good Things

15. Community Update

a. **Event Calendar**

16. Executive Session

17. Adjourn

Monday, November 24, 2025

Call to Order at:

Meeting Adjourned at:

City Council Regular Minutes
November 10, 2025

1. Call to Order, Roll Call, and Pledge of Allegiance

Roll call was taken with the following City Council members present: Kim Pexton, Ron McNare, Perry Hershberger, Matthew Schmidt, Joel Weeks. Also present: JD Cox, City Manager; Mike Armstrong, City Attorney; Clara Chaffin, Community Development Director; Devon Litzsinger, City Clerk; Todd Byerly, Chief of Police; John Harbarger, Public Works Director; Mary Nicol, Administrative Services Director/Treasurer; Michele Carter, Human Resources Director; Linda Doane, Deputy City Clerk; and Josh Oberlander, Chief Water/Wastewater Supervisor.

2. Disclosures by City Council Members

Mayor Pexton abstained from item 8A.

3. Approval of General Agenda (Corrections or Additions)

Councilmember Hershberger moved to Approve General Agenda as presented. Seconded by Councilmember McNare. Motion carries 5-0.

4. Leadership Moment

Mayor Pexton provided an inspirational speech.

5. Public Comments

None.

6. Approval of Consent Docket

Councilmember Schmidt moved to approve the consent docket as presented. Seconded by Councilmember Weeks. Motion carried 5-0.

a. Minutes

Regular City Council Meeting: October 27, 2025

b. Bills & Claims

Warrant Register: October 2025

c. Other – Consent

Ordinance 1053: An Ordinance Amending Sections 16.5.9.1, 16.5.9.2(B), 16.5.9.3(A-D), Table 5.9-1, 16.5.9.4(B)(i), 16.5.9.4(C, H, J, & K), 16.5.9.5(A)(ii) of the Douglas Municipal Code Pertaining to Signs, 3rd

Reading

7. New Employee Introduction

a. **Community Service Officer: Chelsea Romo**

City Manager Cox introduced Chelsea Romo as the new Community Service Officer.

8. Tabled Items

a. **Appointment to Vacancy: Converse County Tourism & Promotions Board**

Councilmember Hershberger moved to remove appointment to vacancy: Converse County Tourism & Promotions Board from the table. Councilmember Weeks seconded. Motion carried 4-0. Councilmembers interviewed the three (3) candidates. Councilmember Hershberger moved to appoint Carly Horr to the Converse County Tourism & Promotion Board for the term expiring June 30, 2027. Seconded by Councilmember Schmidt. Motion carried 4-0. Mayor Pexton abstained.

b. **Ordinance 1060: A Charter Ordinance of the City of Douglas, Wyoming, Repealing the Application of Wyoming Statutes §§ 12-4-201(d) and § 12-4-413(v) and (vi), and Related Statutory Limitations Within the Corporate Limits of the City, and Authorizing the Governing Body to Determine the Number of Retail and Bar & Grill Liquor Licenses to Be Issued Based on Local Conditions and Policy**

Councilmember Hershberger moved to remove Ordinance No. 1060 from the table. Seconded by Councilmember Schmidt. Motion carried 5-0. Discussion was had. Citizen Jen Pollock requested to see the market survey. Citizen Zach Heidelberg spoke in favor of the charter ordinance. Citizen Margie Taggart questioned the method regarding issuing licenses and expressed concern about challenging the State. Citizen Scott Bauman questioned the extent of the charter ordinance. Citizen Deanna Chaney questioned changing the parameters within each license. Senator Boner & Representative Strock spoke. Citizen Sara Borton questioned the repercussions of challenging the State. City Attorney Armstrong provided insight into limiting the charter ordinance. Councilmember McNare moved to approve Ordinance 1060 on 1st reading. Seconded by Councilmember Hershberger. Discussion was had. Motion Failed 0-5.

9. Presentations

a. **Safety Committee: Update**

Director Carter gave an update on the Safety Committee. Citizen Cody Stewart provided insight on safety.

b. Water Report: Ben Jordan

Ben Jordan provided a report. Mr. Jordan & Josh Oberlander, Chief Water/Wastewater Operator answered questions from council.

10. Discussion Items

a. Fees: Community Development Department

Director Chaffin provided an overview and answered questions from council.

b. Meeting: December 22nd

Meeting will not occur on December 22, 2025.

c. Employment of Former Councilmembers: Possible Minimum Waiting Period

Discussion was had.

11. Council Action Items

a. Bid Award: Richards St Improvements

Director Harbarger provided an overview. Councilmember Ron McNare moved to accept the bid from Knife River in the amount of \$1,833,790 and authorize the City Manager to sign all associated documents and Change Orders up to \$15,000. Seconded by Councilmember Matthew Schmidt. Motion carried 5-0.

b. Change Order: Municipal Pool

Director Harbarger provided overview. Councilmember Perry Hershberger moved to approve Change Order No. 2 of the Douglas Municipal Pool Renovations Project and authorize the City Manager to sign all associated documents. Seconded by Councilmember Joel Weeks. Motion carried 5-0.

12. City Manager's Report

Report: City Manager Cox gave a report.

13. Council Information

a. Minutes: Converse County Tourism & Promotion Board, September 2025

b. Aid To Others Quarterly Report: CCSD#1 Rec Center, Main Street Douglas

14. CircleBack Recap

15. Good People Doing Good Things

Councilmember Schmidt gave a shout-out to Saving Grace Food Pantry and mentioned the Legion breakfast for Veterans Day at 7am. Councilmember McNare read a Facebook post thanking a friend who graciously went shopping then personally delivered food for 4 families who've been impacted by EBT benefits being frozen.

16. Community Update

a. Event Calendar

17. Executive Session

18. Adjourn

Councilmember Perry Hershberger moved to adjourn the Regular City Council Meeting of November 10, 2025, at 8:01 pm. Seconded by Councilmember Ron McNare. Motion carried 5-0.

Kim Pexton, Mayor

ATTEST:

Devon Litzsinger, City Clerk
Published: November 19, 2025

Proclamation

WHEREAS, the government of Douglas, Wyoming, celebrates our local small businesses and the contributions they make to our local economy and community; and

WHEREAS, according to the United States Small Business Administration, there are 34.7 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 61.1% of net new jobs created since 1995, and small businesses employ 45.9% of the employees in the private sector in the United States; and

WHEREAS, 68 cents of every dollar spent at a small business in the United States stays in the local community and every dollar spent at small businesses creates an additional 48 cents in local business activity as a result of employees and local businesses purchasing local goods and services; and

WHEREAS, 59% of U.S. consumers aware of Small Business Saturday shopped or ate at a small, independently owned retailer or restaurant on Small Business Saturday in 2023; and

WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday falling between Black Friday and Cyber Monday, as Small Business Saturday;

WHEREAS, resilient small businesses continue to champion innovative solutions to our country's greatest challenges and create opportunities for families and workers; and

WHEREAS, The City of Douglas, Wyoming, supports our local businesses that create jobs, boost our local economy and preserve our communities,

NOW, THEREFORE, I, Kim Pexton, Mayor of the City of Douglas, Wyoming, do hereby proclaim Saturday, November 29, 2025, as:

Small Business Saturday

AND urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official Seal of the City of Douglas, Wyoming, to be affixed this 24th day of November, 2025.

ATTEST:

Kim Pexton, Mayor

Devon Litzsinger, City Clerk

CITY OF DOUGLAS WYOMING

HOME OF THE JACKALOPE.

November 12, 2025

RE: Liquor License Renewal Applications, 2026-2027 License Term

Dear Liquor Licensee:

Enclosed is your liquor license Renewal Application(s) for the licensing term of April 1, 2026, through March 31, 2027. **Please review the information carefully.** Be sure to make any necessary changes, fill in any applicable blanks, and check all yes/no questions that pertain to your establishment. Also, please remember to include the following attachments in order for your application to be processed/approved:

1. Annual license fees and publishing fees as listed on your application;
1. Copy of lease agreement, if applicable. **Please remember:** The term of any lease agreement must extend over the entire licensing term (April 1, 2026, to March 31, 2027) and must contain provisions allowing the sale of alcoholic beverages. The license holder must be a party to the lease as well (i.e. it cannot be in an individual's name or the DBA name).
2. Proof of TIPS or other approved alcohol server training certification for all owners (more than 10%), managers, supervisory personnel, and staff members responsible for serving alcohol (i.e. photocopies of certifications, cards, etc.). **Any staff serving alcohol must have received server training from an approved agency.**
3. Correct and current list of owners/members of the license as listed with the Wyoming Secretary of State. **Please remember:** The members listed on your application as the members/owners of the entity holding the liquor license must match what is on record with the Wyoming Secretary of State. To view your entity, go to <http://soswy.state.wy.us>;
4. Certificate of "Good Standing" provided from the Wyoming Secretary of State; and
5. Not currently delinquent on sales taxes to the Wyoming Department of Revenue and not on a liquor hold with the Wyoming Liquor Division.

All the required documents must be provided with your application, even if it has been submitted in previous years. Your application is a legal document, and it is your responsibility to provide documentation required by both the City of Douglas and the State of Wyoming. If it is determined that there are discrepancies and/or missing information with your application, corrections must be made prior to the public hearing and license renewal. Failure to provide a complete application could result in non-renewal of your liquor license.

101 N. 4TH ST. | P.O. BOX 1030 | DOUGLAS, WY 82633

(307) 358-3462 – PHONE | (307) 358-6447 – FAX | WWW.CITYOFDOUGLAS.ORG

CITY OF DOUGLAS WYOMING

HOME OF THE JACKALOPE.

If you failed any compliance check, had a sales tax delinquency, and/or received notification at any time during the current licensing term (April 1, 2025 to March 31, 2026) or in the previous two licensing terms, requiring your attendance at a Show Cause Hearing for any reason, you must attend the renewal public hearing. **Failure to appear when required to do so could result in the non-renewal of your liquor license.** If you have any questions please contact me at City Hall, 307-358-3462 or at cityclerk@cityofdouglas.org.

The publication dates for liquor license renewals are scheduled to be February 4th & 11th, 2026, with the **Public Hearing to be held on Monday, February 24th, 2025.** To ensure enough time for the City and the Wyoming Liquor Division to complete required reviews, your application plus all attachments and fees must be provided to Administration at City Hall no later than **Friday, January 16th, 2026.**

Thank you in advance for your help and cooperation during this process. The City appreciates your efforts in striving to maintain compliance with the licensing regulations and adherence to both state and local laws. If you have any questions, including questions about one-day liquor permits, please contact me at 307-358-3462 or cityclerk@cityofdouglas.org.

Professionally,



Devon Litzsinger
City Clerk

Enc: Application

CC: File

(ix) A chamber of commerce, except for twenty-four (24) hour malt beverage permits issued pursuant to W.S. 12-4-502;

(x) A corporation, limited liability company, limited partnership, or limited liability partnership which has not qualified to do business in Wyoming;

(xi) An individual who is not a resident; or

(xii) Any general partnership or group of two (2) or more persons unless each person interested, directly or indirectly, is a resident or qualified to do business in this state.

(b) Repealed by Laws 2021, ch. 22, § 3.

(c) Repealed by Laws 2021, ch. 22, § 3.

(d) Repealed by Laws 2021, ch. 22, § 3.

12-4-104. Publication of notice; grant or denial; renewal preference; copy of application and notice to division; judicial review.

(a) When an application for a license, permit, renewal or any transfer of location or ownership thereof has been filed with a licensing authority, the clerk shall promptly prepare a notice of application and publish the notice in a newspaper of local circulation once a week for two (2) consecutive weeks. When a county is the licensing authority, the county clerk shall also post the notice on the official website of the county in the manner provided in W.S 18-3-516(f). When a city or town is the licensing authority, the city clerk shall also post the notice on the city or town's official website if one exists. The notice shall state that a named applicant has applied for a license, permit, renewal or transfer thereof, and that protests against the issuance, renewal or transfer of the license or permit will be heard at a designated meeting of the licensing authority. Each applicant shall, at the time of filing his application, pay the clerk an amount sufficient to cover the costs of publishing notice. Notices may be substantially in the following form:

NOTICE OF APPLICATION FOR A

Notice is hereby given that on the day of (year) (name of applicant) filed an application for a license (permit), in the office of the clerk of the city (or town or county) of for the following building (insert address) and protests, if any there be, against the issuance (transfer or renewal) of the license (permit) will be heard at the hour ofM., on the day of (year), in the (meeting place of the governing body).

Dated

Signed

(b) Any license or permit authorized under this title shall not be issued, renewed or transferred until on or after the date set in the notice for hearing protests. If a renewal or transfer hearing, the hearing shall be held no later than thirty (30) days preceding the expiration date of the license or permit. A license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:

(i) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;

(ii) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;

(iii) The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;

(iv) The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or

(v) Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal or transfer of the license or permit.

(c) Repealed by Laws 2017, ch. 50, § 2.

(d) When any application is filed with a licensing authority, the licensing authority shall immediately forward a copy of the application to the division. No licensing authority shall approve or deny an application until the division has

certified the application is complete pursuant to this subsection. All applications shall be deemed to be certified unless objection is made by the division within ten (10) working days after receipt of the application. Upon approval or denial of an application, the licensing authority shall promptly notify the division.

(e) An applicant for a renewal license or permit may appeal to the district court from an adverse decision by the licensing authority. No applicant for a new license shall have a right of appeal from the decision of the licensing authority denying an application.

(f) Upon an appeal the person applying for renewal of a license shall be named as plaintiff, with the licensing authority named as defendant. During the pendency of an appeal, a renewal license denied by a licensing authority shall not be granted to any other applicant. Upon notice of appeal the clerk shall transmit to the clerk of the district court a certified copy of the application, of each protest if any, and of the minutes recording the decision appealed from. The appeal shall be heard as a trial de novo with evidence taken and other proceedings had as in the trial of civil actions. The court may accept and consider as part of the record certified documents forwarded to the court by the clerk of the licensing authority. The case shall be heard promptly and the procedure shall conform to the Wyoming Rules of Civil Procedure unless other procedures are provided for or required.

12-4-105. Disposition of license fees; refunds prohibited.

All fees for licenses and permits issued by a licensing authority paid under this title shall be deposited into the treasury of the licensing authority. No refund of all or any part of a license fee shall be made at any time following issuance.

12-4-106. Term of license and permit; exception.

(a) A license or permit is considered a personal privilege to the holder and the term of the license or permit is for one (1) year unless sooner revoked. When a valid license or permit is determined to be part of the estate of a deceased holder, the administrator or executor of the estate may exercise the privilege of the deceased under the license or permit until the expiration of the license or permit.

5.16.120 Application for licenses and permits— Renewal.

- A. License Application—Change of Ownership and Other Information; Compliance with all sections of W.S. 12-4-102. Failure to update any renewed annual application information as required under this section within thirty (30) days of any change is declared to be a violation of law and may result in penalties for the offending licensee pursuant to Section 5.16.210 of this chapter.
- B. Upon application for a renewal liquor license, a licensee shall submit to the city clerk proof of valid alcohol training certifications pursuant to Section 5.16.050 of this chapter.
- C. Compliance with the provisions of an alcoholic liquor and malt beverage review system, in addition to the requirements of state law and city code, will be evaluated by the governing body during the annual liquor license renewal process. Any violation or noncompliance of the provisions of the review system, state law, or city code regulations will be considered by the governing body in its decision to renew, or not renew, an annual license.

(Ord. No. 991, § 13, 7-24-2017; Ord. No. 1010, § 1, 10-25-2021)

5.16.210 Suspension/revocation of license or permit, violations, and penalties.

- A. Purpose. The governing body, by enactment of this chapter, states that it is the public policy of the city to balance the interest of its citizens and visitors to the city against the interest of the liquor licensee in operating and maintaining their business activities upon a licensed liquor establishment building and/or premises. If the licensee fails to adhere to certain minimum standards, or fails to abide by this chapter or applicable law of the state, the liquor licensee shall be subject to the provisions herein. To provide for an orderly administration of this chapter, and the maintenance of existing liquor licenses or permits, the city establishes a system for suspension and/or revocation of a liquor license or permit. Violations of this chapter by any licensee or employee or agent of a liquor licensee, while acting in the service of the licensee, shall be imputed to the licensee for the purposes of this section.
- B. All liquor licensees, their agents, and employees must conduct the licensed liquor building and/or premises in compliance with:
 - 1. Provisions of the laws of Wyoming related to liquor.
 - 2. City ordinances related to liquor.
- C. Proof of violation by a licensee or the licensee's agent or employee of any of the provisions in subsection B is sufficient grounds for suspension or recommendations of revocation of the license and licensees and permittees may be reprimanded or assessed a civil penalty at the discretion of the governing body.
 - 1. First Time Violations for Violations of D.M.C. 9.08.070. Within ninety (90) days following a disposition of a charge which results in a conviction under D.M.C. 9.08.070 in municipal court, the court shall require the person convicted of a violation to obtain certification in TIPS training regardless of an existing certification, and to provide proof of the same to the city clerk.
- D. The governing body shall impose progressive penalties for multiple violations of any laws, ordinances and rules within the preceding three-year period as

specified unless mitigating circumstances indicate the penalty should be reduced, or aggravating circumstances indicate the penalty should be increased. The governing body shall consider the licensee's prior violation history, the licensee's good faith effort to prevent a violation, and the existence of written policies governing the licensee's employee conduct as mitigating circumstances before taking an action against a licensee who is not in compliance with the provisions of this section.

E. Violations include, but are not limited to, those listed on the following chart.

VIOLATION CHART		
	Type of Violation:	Code:
1.	Making a false statement on a liquor license or one-day liquor permit application	DMC 15-6-030(E); W.S. 12-4-102
2.	Failure to notify city of changes in application information for liquor license within thirty (30) days	W.S. 12-4-102(c)
3.	Sale or transfer of liquor license without permission of city	DMC 5-16-110(E); W.S. 12-4-601(a)
4.	Sales or dispensing after hours	DMC 5-16-040(C)
5.	Failure to post liquor license or one-day liquor permit	DMC 5-16-170(D); W.S. 12-5-702(c)
6.	Open after hours	DMC 5-16-040(C); W.S. 12-5-101
7.	Refusal to permit entry or inspection	DMC 5-16-070(D); W.S. 12-5-201(a)
8.	Drive-in area conditions	W.S. 12-5-301
9.	Sale of alcoholic liquor or malt beverage to underage person	DMC 9-08-070; W.S. 12-6-101
10.	Unauthorized minors in licensed building or dispensing area	DMC 5-16-080; W.S. 12-6-101
11.	Failure to post sign indicating you must be twenty-one (21) years of age to enter premises for one-day liquor permits	DMC 5-16-170(D)
12.	Gambling and other prohibited acts	DMC 5-16-030(I)

13.	Limited retail liquor license: selling alcoholic liquor or malt beverages to non-members unless they are an accompanied guest of a member	W.S. 12-4-301)(c)
14.	Failure to pay sales tax	DMC 5-16-210(F)(2); W.S. 12-7-103
15.	All liquor licenses other than full retail or resort: selling alcoholic liquor or malt beverages for consumption off premises	W.S. 12-4-410; 12-5-201(e),(h), and (j)
16.	Sale to an intoxicated person via a drive-in area	W.S. 12-5-301(v)
17.	Allowing over-occupancy of licensed building and/or premise	DMC 5-16-030(H)
18.	Habitual violation of allowing over-occupancy	DMC 5-16-030(H)
19.	Habitual violations of parking laws, including parking in alleyways and no parking areas	DMC Title 10
20.	Manufacturing, rectifying, or sale of alcoholic beverages without a license or permit	DMC 5-16-030(B); W.S. 12-8-102
21.	Furnishing to a minor by allowing an employee under the age of eighteen (18) years to serve alcohol to customers	DMC 5-16; W.S. 12-6-101(a); 12-6-101(i-ii)
22.	Failing to comply with regulations pertaining to out-of-jurisdiction catered events	DMC 5-16-190(C)

F. Notification of Licensee of Liquor Violation.

1. Municipal Court. Not later than thirty (30) days following disposition of a charge which results in a conviction for an liquor violation of subsection C herein in municipal court, the court shall report the following information to the city clerk:

-
- a. The fact that a licensee, permittee, or employees and/or agents of a licensee or permittee have been convicted of a violation of the city Code as described in subsection E, violation chart, herein; and
 - b. The date of the alleged violation; and
 - c. Whether the municipal court disposition has been appealed. For purposes of this section, a conviction includes a finding of guilt after trial, a plea of guilty, or a plea of nolo contendere.
 2. Notice of Hearing before Governing Body. Upon receipt by the city clerk of a notice from the State of Wyoming issued pursuant to W.S. 12-2-306, as amended, and/or such information from the municipal court, the city clerk shall notify the liquor licensee and the city council of the violation(s). Upon its own motion, the city council may set a hearing regarding the violation(s). If such a hearing is set, the city clerk shall provide certified notice of the hearing date to the licensee. The certified notice from the state and all evidence presented to the state in support of the certified notice and order of conviction from municipal court will be admitted and considered prima facie evidence of the liquor licensee's sales tax delinquency or conviction of municipal ordinance on liquor. The purpose of the hearing is to allow the liquor licensee to offer corrections to the information; and to evidence what action will be taken by the liquor licensee to mitigate the violation(s) and for the governing body to determine whether liquor licensee should face restrictions or suspension of the liquor license. Notice of such violation shall be served by certified mail to the address of the licensee listed on the licensee's most recent liquor license application to the city, and shall include a statement:
 - a. That the city received a notice for failure to pay sales tax or a criminal violation described in subsection D herein has occurred, and that a fine, suspension and/or revocation of the licensee's license is possible; and
 - b. Summarizing the nature and date(s) of the incident(s) resulting in a conviction and notice for failure to pay sales tax.
 - G. Hearing Before Governing Body. The hearing before the governing body shall be conducted as a show cause hearing under rules adopted by the governing body.

H. Penalties. Following the hearing described in this section, and based upon the information considered and received at such hearing, governing body may:

1. Issue a written warning and/or mitigation plan of the violation by licensee; or
2. Order a fine and/or suspension of license: The suspension of the liquor license shall remain in effect until the governing body lifts the suspension, a court of competent jurisdiction lifts the suspension, or the city clerk receives notice from the State of Wyoming that the sales tax liability has been satisfied. Penalties provided in this section are based on the violations of ordinances outlined in subsection E herein against a liquor licensee within a three-year period beginning the first day of April through the last day of March of each year. Any convictions of ordinances outlined in subsection E during this period of time involving the same licensed liquor building and/or premises may be used by governing body to determine a gross violation and suspension or recommend revocation of licensee's license. The maximum fine is seven hundred fifty dollars (\$750.00) per occurrence.

- I. Revocation. If it appears to the governing body that a liquor license should be revoked, the governing body may authorize the city attorney to prepare and file with the district court a petition to revoke the licensee's license. If a license is revoked, except as provided in W.S. 12-7-201(d) concerning the expiration of a license while a revocation order is under appeal, the liquor licensee of such revoked license shall not be eligible to apply for a new liquor license for a period of twelve (12) months from the date of revocation. In the event a suspension occurs, the clerk shall send by certified mail one (1) copy of each of the suspension notices to the last known address of the liquor licensee and to the director of the state department of revenue. Additionally, the clerk shall post one (1) copy of the suspension notice on the liquor license or permitted building or premises. Immediately upon the posting of the suspension notice, the sale, offering to sell, distribution, or traffic of liquor or malt beverages is unlawful. Further, the licensee shall either remove all of the alcoholic liquor and malt beverages from the licensed building and/or premises or secure the alcoholic liquor and malt beverages in a manner approved in writing by the chief of police or his designee.

J. Appeal. Action by governing body suspending a liquor license of a licensee shall be subject to review in the district court upon exhaustion of administrative appeals in accordance with the procedural rules heretofore or hereinafter adopted by the Wyoming Supreme Court concerning the review of administrative actions. Filing an appeal as provided in such rules, stays enforcement of the suspension decision pending final order on the appeal.

(Ord. No. 991, § 22, 7-24-2017; Ord. No. 1001, § 6, 6-24-2019; Ord. No. 1009, § 9, 7-21-2021; Ord. No. 1010, § 1, 10-25-2021; Ord. No. 1023, § 3, 9-11-2023)



Agenda Item Report

City Council – November 24, 2025

Item

Ordinance 1059: Franchise Agreement: Mountain West Technologies "MWT" (15 minutes)

Responsible Staff Contact

Recommendation

Executive Summary

Why:

Expands Douglas' long-term fiber backbone: The franchise enables Mountain West Technologies to build and maintain a cutting-edge fiber optic network that interconnects key municipal facilities—such as City Hall, Public Works, Landfill, SCADA sites, and future community assets—forming a resilient, citywide communications backbone.

Improves reliability and lowers long-term costs for City operations: By using dedicated City strands within a shared fiber plant, the City can consolidate and modernize connectivity between facilities, reduce reliance on legacy or leased circuits, and gain more predictable, sustainable costs for high-capacity data and communications needs.

Creates a platform for advanced services and data security: The franchise supports access to Mountain West's core data centers and advanced business services, allowing for secure off-site backups, intranet connectivity, and future smart-city applications that depend on high-speed, low-latency connections between City sites.

Strengthens redundancy and community-wide resilience: By formalizing the partnership and build-out, the City can help shape a network design that includes loops, backup paths, and redundant routes—improving service continuity for both municipal operations and community anchors such as the courthouse, hospital, schools, and other public institutions.

Accelerates private investment and economic diversification: The franchise encourages Mountain West, as a "307 First" locally owned provider, to expand its fiber footprint in Douglas, opening the door for faster and more reliable service to businesses and residents and supporting broader goals of economic diversification

and competitiveness.

Formalizes a public–private partnership that benefits both parties: Through the franchise and related license/MOU structures, the City can leverage its existing conduit and fiber assets in exchange for construction, maintenance, and operational commitments from Mountain West—aligning public infrastructure stewardship with private-sector innovation and resources.

Positions Douglas for future technology and growth: By securing a clear, long-term framework for fiber deployment and right-of-way use, the franchise lays the groundwork for future phases—additional loops, new anchors, a community center, and emerging technologies—that depend on robust, scalable connectivity to keep Douglas competitive and connected.

ORDINANCE COMPONENTS

Anticipated projects: Downtown projects; City facilities being connected include Public Works Building: Clay Street to North 3rd. City Hall: North 4th from Antelope Bridge.

Franchise purpose: Grant Mountain West Technologies a *non-exclusive* franchise to construct, operate, and maintain a **hardwire (not wireless)** telecommunications system in the City of Douglas public rights-of-way.

Scope of authority: Allow use of City streets, alleys, and public corridors to install and maintain cables, conduits, and related facilities for providing telecommunications services to residents and businesses.

Compensation to the City: Require Mountain West to pay a **5% franchise fee** on defined gross revenues from specific telecommunications services, converting private use of public space into a predictable revenue stream for the community.

Term and renewals: Establish an **initial 15-year term** with the option for **two additional 10-year renewal periods**, subject to mutual agreement and compliance with the ordinance.

Operational requirements: Set standards for permitting, construction, mapping, restoration, relocation, insurance, and indemnification so that City infrastructure, taxpayers, and the traveling public are protected.

Regulatory protections: Confirm that the franchise is **non-exclusive** and preserves the City's full police powers and regulatory authority, including adopting future ordinances for health, safety, and welfare consistent with state and federal law.

Why this matters / why approval is recommended: Provide a clear legal framework and enforcement tools for the City, ensure fair compensation for use of public rights-of-way, and support expanded telecommunications investment and competition that can improve service quality, reliability, and economic development opportunities in Douglas.

Background

Provider request: Mountain West Technologies has requested a municipal franchise to build and operate a hardwire telecommunications system within the City of Douglas, requiring use of public rights-of-way for its infrastructure.

Fiber Connectivity being sought to a variety of municipal facilities:

City Hall to Public Works

Public Works to Landfill

Annex to Cemetery

SCADA Sites: Water Treatment to Clearfield Booster Station, Middle School Lift Station

Standard municipal practice: Under Wyoming law and common municipal practice, private utilities and communication providers must obtain a **franchise or similar authorization** before constructing and maintaining facilities in public rights-of-way.

Review and public process: The ordinance reflects that the City has reviewed Mountain West's **technical capacity, financial condition, legal qualifications, and character**, and has considered its plans in a public proceeding with notice and an opportunity to be heard.

Public interest finding: Based on that review, the City has determined that the proposed franchise is **consistent with existing City laws and regulations** and that granting it is **in the public interest**.

Key structural elements: Define a 15-year initial term with two optional 10-year renewals; specify the 5% franchise fee and exclusions (taxes, bad debt, equipment sales, certain pass-throughs); and set clear obligations for restoration of streets, relocation of facilities, and protection of City infrastructure.

Risk management for the City: Require Mountain West to **indemnify the City** for claims arising from its negligent acts, maintain appropriate **insurance** (including liability and workers' compensation), and follow City standards when disturbing or restoring streets and rights-of-way.

Compliance and enforcement tools: Establish procedures for addressing alleged non-compliance, including notice, opportunity to cure, and potential **franchise revocation** after a public hearing; allow amendments if laws change; and explicitly preserve the City's **sovereign immunity and home-rule authority**.

Why this framework is needed / why now: As providers extend fiber and hardwire networks, Douglas needs a **modern, enforceable framework** that:

– **Protects public assets:** Ensures construction and maintenance are done to City

standards and reduces long-term impacts on streets and utilities.

– **Ensures fair value:** Converts private use of public rights-of-way into **transparent, auditable compensation** for the community.

– **Reduces future conflict:** Clarifies expectations and responsibilities now, rather than negotiating case-by-case disputes after facilities are already in the ground.

Net effect: The franchise positions Douglas to **support modern telecommunications infrastructure** while maintaining strong stewardship of public space, fiscal responsibility, and long-term community benefit.

Alignment to Strategic Doing (SD) and/or Other Plans

SD Commitment

SD Commitment Strategy

SD Commitment KPI

SD Outcome

SD Outcome Strategy

SD Outcome KPI

2014 Master Plan

2015 Downtown Master Plan

Budget/Fiscal Impact

Fund/Department

Project/Line Item(s)

Budgeted Amount

Anticipated Amount

Action Requested/Recommended Motion

Attachments

1. Ordinance 1059

ORDINANCE NO. 1059

AN ORDINANCE GRANTING A FRANCHISE TO MOUNTAIN WEST TECHNOLOGIES, INC. ON BEHALF OF ITSELF AND ITS OPERATING AFFILIATES ("MOUNTAIN WEST") TO OPERATE AND MAINTAIN A HARDWIRE TELECOMMUNICATIONS SYSTEM ("SYSTEM" OR "THE SYSTEM") IN THE CITY OF DOUGLAS, WYOMING ("CITY" OR "THE CITY").

The City hereby ordains that it is in the public interest to grant Mountain West a Franchise to operate a hardwire (not wireless) System pursuant to the terms and conditions contained herein.

FINDINGS

In review of Mountain West Technologies, the City of Douglas, Wyoming makes the following findings:

Mountain West's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;

Mountain West's plans for operating the System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard; and The Franchise granted to Mountain West by the City complies with the existing laws and regulations of the City of Douglas, Wyoming.

Section 1.) Grant of Franchise. The City hereby grants to Mountain West the non-exclusive right, privilege and authority to construct, maintain, operate, upgrade, adjust, protect, support, raise, lower, disconnect, remove and relocate its cables, poles, wires, conduits, conductors, pipes and related appurtenances ("Facilities") for its System in, under, along, over and across the present and future streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, rights of way and similar public areas of the City ("Rights-of-Way"), for the purpose of providing telecommunications services to the City's inhabitants, hereinafter "the Franchise" or "Franchise." The Franchise area is defined as the area within the legal boundaries of the City.

Section 2) Acceptance by Mountain West. Within sixty (60) days after the passage of this Ordinance by the City, Mountain West shall file a signed copy thereof with the City clerk, otherwise the Ordinance and the rights granted herein shall be null and void.

Section 3) Term. The term of this Franchise commences upon the passage of this Ordinance and continues in full force and effect for fifteen (15) years ("Initial Term"). At least thirty

(30) days prior to the expiration of the Initial Term, Mountain West shall notify City of its intent to terminate the Franchise or it may elect to extend this Franchise for two (2) additional ten (10) year periods ("Renewal Term"). The Initial Term and Renewal Term may be collectively referred to as "Term." The City will not unreasonably refuse to extend the Franchise for two (2) additional ten (10) year periods if Mountain West is in compliance with the terms of this Ordinance and applicable law, and the compensation terms are acceptable to both parties. The Term shall be specifically subject to the Provisions of Term (Section 20) set forth below.

Section 4) Franchise Fee. From and after the date of Mountain West's acceptance of this Ordinance and until its expiration, Mountain West will pay to the City five percent (5%) of Mountain West's Gross Revenue (as defined in Appendix A hereto). Payment shall be made annually within sixty(60) days after the last day of the calendar year for which the payment applies during the Term of this Franchise.

Section 5) Records Inspection. Mountain West shall make available to the City, upon reasonable advance written notice of no less than sixty (60) days, such information pertinent only to enforcing the terms of this Ordinance in such form and at such times as Mountain West can reasonable make available. Subject to applicable laws, any information that is provided to the City and/or that the City reviews in camera is confidential and proprietary and shall not be disclosed or used or any purpose other than verifying compliance with the terms of this Ordinance. Any such information provided to the City shall be immediately returned to Mountain West following review. The City will not make copies of such information.

Section 6) Non-Exclusive Franchise. The right to use and occupy the Rights-of-Way of the City shall be non-exclusive, and the City reserves the right to use the Rights-of-Way for itself or any other entity. The City, however, shall not unreasonably interfere with Mountain West's Facilities or the rights granted Mountain West herein.

Section 7) City Regulatory Authority. The City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power

for the protection of the health, safety and welfare of its citizens and their properties consistent with applicable Federal and State law.

Section 8) Indemnification. Mountain West is required, and by the acceptance hereof, agrees to fully indemnify, defend, hold harmless, protect and save the City, its council, manager, officers, employees and agents, harmless from and against all damage, lawful claims and demands, and from any and all loss, liability, cost or expense, necessarily incurred as a result thereof, arising out of any negligent act or omission of Mountain West in the construction, removal, maintenance, operation, replacement, inspection or repair of the Facilities or in the use and operation thereof, including but not limited to attorneys' fees and costs incurred. Mountain West shall at all times comply with any lawful present or future ordinances, rules or regulations of the City relating to the manner of occupation or use, or to the repair or improvement of said streets and property. The City shall: (1) give prompt written notice to Mountain West of any claim, demand, or lien with respect to which the City seeks indemnification hereunder; and (b) permit Mountain West to assume the defense of such claim, demand, or lien. Mountain West shall not be subject to liability for any settlement made without its consent. Notwithstanding the other provisions contained herein, Mountain West shall in no event be required to indemnify the City for any claims, demands, or liens arising from the negligence or wrongful actions or inactions of the City, its officials, boards, commissions, agents, contractors and/or employees.

Section 9) Insurance Requirements. Mountain West will maintain in full force and effect for the Term of the Franchise, at Mountain West's expense, a comprehensive liability insurance policy written by a company authorized to do business in the State of Wyoming protecting it against liability for loss, personal injury, and property damage occasioned by the operation of the Facilities by Mountain West. Such insurance will be in an amount not less than \$1,000,000 per occurrence. Mountain West will also maintain Workers' Compensation coverage throughout the Term of this Franchise as required by state law. Mountain West shall issue a certificate of insurance to the City annually upon its renewal.

Section 10.) Plan. Design. Construction and Installation of Mountain West's Facilities.

- 10.1) All Facilities under authority of this Ordinance shall be used, constructed, and maintained in accordance with applicable law.
- 10.2) Maps. Mountain West shall file as-built maps and/or drawings with the City, in a form reasonably prescribed by the City, including electronic formats that can be imported into the City's Geographical Information System ("GIS"). Mountain West shall provide as-built maps and/or drawings to City staff, when specifically requested, that are accurate to within three (3) feet. Initial Facilities plans shall be filed within thirty (30) days of the effective date of this Ordinance and shall be updated upon completion of any significant additions to Mountain West's Facilities in the City. Information, if confidential, shall be marked as such and maintained as confidential as permitted under applicable law.
- 10.3) Mountain West shall, prior to commencing new construction or major reconstruction work in Rights-of-Way or other public places, apply for a permit from the City, which permit shall not be unreasonably withheld, conditioned or delayed, and for which all required permit fees shall be imposed. Mountain West will abide by all applicable ordinances and reasonable rules, regulations and requirements of the City consistent with applicable law, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, Mountain West shall not be obligated to obtain a permit to perform emergency repairs to its Facilities.
- 10.4) To the extent practical and consistent with any permit issued by the City, all Facilities shall be located so as to cause minimum interference with the Rights-of-Way and shall be constructed, installed, maintained, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City. Mountain West's installation, construction, operation, or maintenance of the Facilities shall not interfere with or hinder the City's installation, construction, maintenance, or operation of any public works, public improvements, or other publicly-owned facilities or systems. To the extent practical, Mountain West shall confer with City on the location of all Facilities placed within the Rights-of-Way prior to installation.
- 10.5) If, during the course of work on its Facilities, Mountain West causes damage to or alters the Rights-of-Way or other public property, Mountain West shall replace and restore such Rights-of Way or public

property at Mountain West's sole cost and expense to the condition that existed immediately prior to such damage or alteration and to the satisfaction of the City of Douglas. In addition, any asphalt that is replaced cannot be bagged pothole mix. In the event the City is required to repair the damage Mountain West shall pay all costs incurred including, but not limited to, the wages of the City's employees.

- 10.6)** Mountain West shall have the right to excavate the Rights-of-Way subject to reasonable conditions and requirements of the City. Before installation of new underground facilities or replacing existing underground facilities, each shall first notify the other party of such work and allow the other party, at its own expense, to share the trench for laying of its own facilities therein, provided that such action will not unreasonably delay project completion.
- 10.7)** Nothing in this Ordinance shall be construed to prevent the City from constructing, maintaining, repairing, or relocating its sewers, streets, water mains, sidewalks, or other public property. However, before commencing any work within a Rights-of-Way that may affect Mountain West's Facilities, the City shall give written notice to Mountain West, and all such work shall be done, insofar as practicable, in such a manner as not to obstruct, injure, or prevent the free use and operation of Mountain West's Facilities.
- 10.8)** In areas where all other utility lines are placed underground Mountain West shall construct and install its Facilities underground. In areas where one or more public utilities are aerial, Mountain West may construct and install its Facilities aerially, or above ground Mountain West shall notify the City at least five (5) working days before construction or installation starts.
- 10.9)** Mountain West shall not attach to, or otherwise use or commit to use, any pole owned by the City until a separate pole attachment agreement has been executed by the parties.

Section 11.) Relocation of Facilities.

- 11.1)** Relocation for the City. Mountain West shall, upon receipt of advance written notice of not less than sixty (60) days, protect, support, adjust, raise, lower, temporarily disconnect, relocate, or remove any Mountain West property located in Rights-of-Way when required by the City consistent with its police powers. Mountain West shall be responsible for any costs associated with these obligations.
- 11.2.)** Relocation for a Third Party. Mountain West shall, at the request of any person holding a lawful permit issued by the City, protect, support, adjust, raise, lower, temporarily disconnect, relocate or remove any Mountain West property located in the Rights-of-Way, provided that the cost of such action is borne by the third party requesting it, and Mountain West is given advance written notice of not less than sixty (60) days. In said situation, Mountain West will require advance payment of the costs.
- 11.3)** Alternatives to Relocation. Mountain West may, after receipt of written notice requesting a relocation of Facilities, submit to the City written alternatives to such relocation. Such alternatives shall include the use and operation of temporary transmitting facilities in adjacent Rights-of-Way
- 11.4)** The City shall promptly evaluate such alternatives and advise Mountain West in writing if one or more of the alternatives are suitable. If requested by the City, Mountain West shall promptly submit additional information to assist the City in such evaluation. The City shall give each alternative proposed by Mountain West full and fair consideration. In the event the City determines there is no reasonable alternative, Mountain West shall relocate the components of the System as otherwise provided herein. Notwithstanding the foregoing, Mountain West shall in all cases have the right to abandon the Facilities.

Section 12.) Vegetation Management. Mountain West shall have the authority, but not the obligation, to trim trees and other natural growth in the Rights-of-Way in order to access and maintain its Facilities in compliance with applicable law and industry standards. This right shall in no way impose a duty on Mountain West; instead, this right gives permission to Mountain West should Mountain West elect to conduct such activities from time-to-time in order to access and maintain its Facilities.

Section 13.) Renewal. At least one hundred twenty (120) days prior to the expiration of this Ordinance, Mountain West and the City shall either agree to extend the Term or use best faith efforts to renegotiate a replacement Franchise agreement.

Section 14.) Revocation of Franchise for Non-Compliance.

In the event the City believes that Mountain West has not complied with the terms of this Ordinance, the City shall informally discuss the matter with Mountain West. If these discussions do not lead to resolution of the problem, the City shall notify Mountain West in writing of the exact nature of the alleged noncompliance.

- 14.1)** Mountain West shall have (30) days from receipt of the written notice described in subsection **14.2)** to either respond to the City, contesting the assertion of non-compliance, or otherwise initiate reasonable steps to remedy the asserted non-compliance issue, notifying the City of the steps being taken and the projected date that the steps will be completed.
- 14.3)** In the event that Mountain West does not comply with subsection **14.2**, above, the City shall schedule a public hearing to address the asserted non-compliance issue. The City shall provide Mountain West at least thirty (30) days prior written notice of and the opportunity to be heard at the hearing.
- 14.4)** Subject to applicable federal and state law, in the event the City, after the hearing set forth in subsection **14.3**, determines that Mountain West is non-compliant with this Ordinance, the City may:
- (A) Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages; or
 - (B) Commence an action at law for monetary damages or equitable relief; or
 - (C) In the case of substantial non-compliance with a material provision of the Ordinance, seek to revoke the Franchise in accordance with subsection **14.4**, below.
- 14.5)** Should the City seek to revoke the Franchise after following the procedures set forth above, the City shall cause to be served upon Mountain West, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise. At the designated hearing, the City shall give Mountain West an opportunity to state its position on the matter, after which the City shall determine whether or not the Franchise shall be revoked.

The City may, at its sole discretion, take any lawful action which it deems appropriate to enforce its rights under this Ordinance in lieu of revocation.

14.6) Notwithstanding the foregoing provisions in this **Section 15**, Mountain West does not waive any of its rights under applicable law.

Section 15.) No Waiver of Rights. Neither the City nor Mountain West shall be excused from complying with any of the terms and conditions contained herein by any failure of the other, or any of its officers, employees or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions. Each party expressly reserves any and all rights, remedies, and arguments it may have at law or equity, without limitation, and to argue, assert, and/or take any position as to the legality or appropriateness of any provision in this Ordinance that is inconsistent with federal or state law, as may be amended.

Section 16.) Transfer of Franchise. Mountain West's right, title or interest in the Franchise shall not be sold, transferred or assigned, or otherwise encumbered without notice to the City, except when said sale, transfer, assignment, or encumbrance is to an entity controlling, controlled by, or under common control with Mountain West, or for transfers in trust, by mortgage, by other hypothecation, or by assignment of any rights, title or interest of Mountain West in the Franchise or Facilities to secure indebtedness provided the City before any sale, transfer or assignment must consent. The City cannot unreasonably withhold its consent.

Section 17.) Amendment. At any time during the Term of the Franchise, the City, through its governing body, or Mountain West, may propose an amendment or addendum to this Franchise by giving thirty (30) days written notice to the other of the proposed amendment or addendum desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment. No amendment may be adopted without mutual written agreement of the Parties.

Section 18.) Force Majeure. Mountain West shall not be held in default under, or in non-compliance with, the provisions of this Ordinance, nor suffer any enforcement or penalty relating to non-compliance or

default (including revocation of the Franchise), where such non-compliance or alleged faults occurred or were caused by riot, war, earthquake, flood, unusually severe rain or snow storm, tornado or other catastrophic act of nature or judicial order or regulation or fiber cut or other damage or event that is reasonably beyond Mountain West's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor its utility poles on which Mountain West's Facilities and/or equipment is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary and delays caused by limited access to easements, poles or streets.

Section 19.) Provisions of Term. If, after the effective date of this Ordinance, should there be any enactment or promulgation of any federal or state law, regulation or order, or a decision of a court of competent jurisdiction that significantly changes Mountain West's or the City's rights or obligations under this Ordinance, or that pertains to any of the terms or provisions herein, including, but not limited to, the imposition, payment, collection or treatment of the franchise fees payable hereunder, then Mountain West and the City, by providing written notice to the other party, each shall have the right to request that affected portions of this Ordinance be amended or that there be an addendum hereto. The parties shall commence good-faith negotiations within sixty (60) days of such notice and endeavor to conclude such negotiations within ninety (90) days. Any amendment or addendum agreed to by the parties shall become effective upon the passage and acceptance of such amendment or addendum. In the event that an amendment or addendum cannot be agreed upon pursuant to the terms of this section, either the City or Mountain West may file an action with any court or agency with competent jurisdiction to conform the Franchise to the new law, regulation or order.

Section 20.) Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within two (2) business days after such notice is deposited with the United States Postal Service, postage prepaid, certified, and addressed to the parties as set forth below:
The City of Douglas 101 N. Fourth St.
P.O. Box 1030
Douglas, WY 82633

Mountain West Technologies, Fiber Administrator 851 Werner Court, Suite 100 Casper, WY 82601

Section 21.) Publication Costs: Mountain West shall pay all publication costs associated with the adoption of this ordinance.

Section 22.) Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority, including any federal or state regulatory authority having jurisdiction thereof, or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the Term of the Franchise or any renewal or renewals thereof.

Section 23.) Sovereign Immunity/Governmental Claims. The City does not waive its sovereign immunity or its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement. Any actions or claims against the City under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

Section 24.) Interpretation. The Parties hereto agree that (i) the laws of Wyoming shall govern this Agreement; (ii) any questions arising hereunder shall be construed according to such laws; and (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable only in the courts of Wyoming and the Eighth Judicial District.

Section 25.) Entire Agreement. This Ordinance contains the full, complete, and integrated statement of each and every term and provision agreed to by and among the Parties and supersedes any prior writings

or agreements (written or oral) between or among the Parties, which prior agreements may no longer be relied upon for any purpose. This Ordinance shall not be orally modified in any respect and can be modified only by the written agreement of the Parties and subsequent amendment of this Ordinance as required by law.

PASSED AND APPROVED ON FIRST READING this _____ day of _____, 20____.

PASSED AND APPROVED ON SECOND READING this _____ day of _____, 20____.

PASSED, APPROVED AND ADOPTED ON THIRD AND FINAL READING this _____ day of _____, 20____.

Kim Pexton, Mayor

Attest:

Devon Litzsinger, City Clerk

Published: _____

ATTESTATION

I, Chaz Schumacher, the Clerk of the City of Douglas, Wyoming, do hereby attest and state that the above ordinance was published/posted in the manner required by law and that all procedures required by Wyoming State law were complied with.

Devon Litzsinger, City Clerk



Agenda Item Report

City Council – November 24, 2025

Item

Bid Award: The 112 Construction (15 minutes)

Responsible Staff Contact

JD Cox

Recommendation

Recommend awarding the bid to Falcon Construction in the amount of \$351,258.00 and further authorize the City Manager to sign all associated documents.

Executive Summary

The City received four bids in response to the construction for The 112:

1. Falcon Construction: \$351,258.00
2. Mountain Peak Builders: \$518,037.54
3. Fencetrack Inc: \$526,796.10
4. Buildings by Design: \$1,095,545.00

The budget for this project is \$1,433,300.00.

Background

The past property owner at 112 N. 2nd. St. demolished 90% of the property with plans on rebuilding the building. The property owner at the time decided that the expense was too great and put those plans on hold, thus resulting in leaving the remanding facade wall the only remaining standing structure on the property. Attempts by the city to get this removed by the owner fell short of the council's expectations. After some debate, the council decided to purchase the property and have a space designed to be used by the public.

Alignment to Strategic Doing (SD) and/or Other Plans

SD Commitment
SD Commitment Strategy
SD Commitment KPI
SD Outcome
SD Outcome Strategy
SD Outcome KPI
2014 Master Plan
2015 Downtown Master Plan

Budget/Fiscal Impact

Fund/Department: Economic Development - The 112

Project/Line Item(s): Mis Contractual Services

Budgeted Amount: \$1,433,300.00

Anticipated Amount: \$351,258.00

Action Requested/Recommended Motion

Recommend that the bid be awarded to Falcon Construction in the amount of \$351,258.00, authorize a change order allowance not to exceed \$12,000.00, and further authorize the City Manager to execute all associated documents.

Attachments

1. The 112 Bid Comparison
2. 112 N 2nd St - Recommendation Memo 2025-11-13
3. Fencetrack
4. Mountain Peak Builders
5. Buildings By Design
6. Falcon Construction

The 112 Bid Comparison

	Item No.	Description	Item with Unit Price	Quantity for Basis of Bid	Unit Price	Total Price	
Falcon Construction Mountain Peak Builders Fencetrack Inc Buildings by Design	1	Façade Removal	Twenty Two Thousand Dollars Forty Two Thousand Eight Hundred Fifty Dollars Forty Six Thousand Four Hundred Fifty Two Dollars and Sixty Cents	1	\$ 22,000.00 \$ 42,850.00 \$ 46,452.60	\$ 22,000.00 \$ 42,850.00 \$ 46,452.60	
Falcon Construction Mountain Peak Builders Fencetrack Inc Buildings by Design	2	Undocumented Fill Removal	Thirty One Thousand Fifty Dollars Ten Thousand One Hundred Twenty Five Dollars Fifty Four Thousand Three Hundred Ninety Dollars	1,500 CY (per plan)	\$ 20.70 \$ 6.75 \$ 36.26 \$ 58.50	\$ 31,050.00 \$ 10,125.00 \$ 54,390.00 \$ 37,750.00	
Falcon Construction Mountain Peak Builders Fencetrack Inc Buildings by Design	3	Damp-Proofing N & S Fnd Walls	Four Thousand Eight Hundred Dollars Fourteen Thousand Dollars Eight Thousand Five Hundred Seventy Six Dollars Geo Foam at Walls	1,600sf (assumed)	\$ 3.00 \$ 8.75 \$ 5.36 \$ 20.31	\$ 4,800.00 \$ 14,000.00 \$ 8,576.00 \$ 32,500.00	
Falcon Construction Mountain Peak Builders Fencetrack Inc Buildings by Design	4	Structural Infill	Thirty Eight Thousand Eight Hundred Fifty Dollars Three Hundred Twelve Thousand Five Hundred Ten Dollars Two Hundred Thirty Nine Thousand Three Hundred Forty Dollars	1,500 CY (per plan)	\$ 25.90 \$ 208.34 \$ 159.56 \$ 425.00	\$ 38,850.00 \$ 312,510.00 \$ 239,340.00 \$ 637,500.00	
Falcon Construction Mountain Peak Builders Fencetrack Inc Buildings by Design	5	Concrete Slab on Grade	Sixty One Thousand One Hundred Eighty Dollars Seventy Thousand Five Hundred Dollars and Sixty Four Cents One Hundred Sixteen Thousand One Hundred Sixty One Dollars and Ninety Two Cents	76 CY	\$ 805.00 \$ 927.64 \$ 116,161.92 \$ 631.57	\$ 61,180.00 \$ 70,500.64 \$ 116,161.92 \$ 48,000.00	
Falcon Construction Mountain Peak Builders Fencetrack Inc Buildings by Design	6	Utility Hookups	Five Thousand Dollars Six Thousand Five Hundred Sixty One Dollars and Ninety Cents Six Thousand Five Hundred Thirty Seven Dollars and Ninety Eight Cents	1	\$ 5,000.00 \$ 6,561.90 \$ 6,537.98 \$ 8,500.00	\$ 5,000.00 \$ 6,561.90 \$ 6,537.98 \$ 8,500.00	
Falcon Construction Mountain Peak Builders Fencetrack Inc Buildings by Design	7	Painting of Walls Above Grade	Nineteen Thousand Two Hundred Fifty Dollars Five Thousand Nine Hundred Forty Dollars Ten Thousand Three Hundred Forty Dollars Clean and Prep Included	5,500sf (assumed)	\$ 3.50 \$ 1.08 \$ 1.88 \$ 4.09	\$ 19,250.00 \$ 5,940.00 \$ 10,340.00 \$ 22,500.00	
Falcon Construction Mountain Peak Builders Fencetrack Inc Buildings by Design	8	Add'l Items Not Listed Above	One Hundred Sixty Nine Thousand One Hundred Twenty Eight Dollars Fifty Five Thousand Five Hundred Fifty Dollars Forty Four Thousand Nine Hundred Ninety Seven Dollars and Sixty Cents OHP	N/A	\$ 169,128.00 \$ 44,997.60 	\$ 169,128.00 \$ 55,550.00 \$ 44,997.60 \$ 123,295.00	Alternate 1: Geofoam
					Totals w/out Alternate		
Falcon Construction					\$ 27,858.10	\$ 182,130.00	
Mountain Peak Builders					\$ 50,564.46	\$ 462,487.54	
Fencetrack Inc					\$ 169,355.56	\$ 481,798.50	
Buildings by Design					\$ 195,139.47	\$ 972,250.00	
					Totals w/ Alternate		
Falcon Construction					\$ 196,986.10	\$ 351,258.00	
Mountain Peak Builders					\$ 50,564.46	\$ 518,037.54	
Fencetrack Inc					\$ 214,353.16	\$ 526,796.10	
Buildings by Design					\$ 195,139.47	\$ 1,095,545.00	

Recipient: J.D. Cox, City Manager, Douglas, WY

From: EVstudio

Date: November 13, 2025

Re: 112 N 2nd St. Façade Removal & Lot Infill Letter of Recommendation

Douglas City Council & J.D. Cox,

We wanted to follow up regarding the recommendation for the 112 N. 2nd Street façade removal and lot infill to date and outline steps moving forward. On 11/5/2025 at 2pm the city received 4 bids ranging from \$351,258 to \$983,595.

1. Falcon Construction - \$351,258.00
2. Mountain Peak Builders - \$518,037.54
3. Fencetrack Inc - \$526,796.10
4. Buildings By Design - \$983,595.00

EVstudio was able to contact the low bidder to confirm their bid and feel that they have a sufficient understanding of the scope and goals of the project. The alternate listed in the bid will be required. EVstudio is recommending the approval of Falcon Construction.

EVstudio was able to review quantities, unit pricing, Bid Bonds, and the assembly of materials to confirm there were no blatant or clear bidding issues with the apparent low for Falcon Construction.

Please reach out with any questions.

Sincerely,



Brian Welch, PE & Katelyn Wager, PE
EVstudio

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	Quantity for Basis of Bid	Unit Price: Dollars/Cents	Total Price: Dollars/Cents
1.	Façade removal	forty-six thousand four hundred fifty-two dollars and sixty cents	1 LS	\$46,452.60	\$46,452.60
2.	Undocumented fill removal	thirty-six dollars and twenty-six cents	1500 CY	\$36.26	\$54,390.00
3.	Damp-proofing N & S fnd walls	five dollars and thirty-six cents	1600 SF	\$5.36	\$8,576.00
4.	Structural infill	one hundred fifty-nine dollars and fifty-six cents	1500 CY	\$159.56	\$239,340.00
5.	Concrete slab on grade	one hundred sixteen thousand one hundred sixty-one dollars and ninety-two cents	1 LS	\$116,161.92	\$116,161.92
6.	Utility hookups	six thousand five hundred thirty-seven dollars and ninety-eight cents	1 LS	6,537.98	\$6,537.98
7.	Painting of walls above grade	one dollar and eighty-eight cents	5,500 SF	\$1.88	\$10,340.00
8.	Add'l items not listed above	forty-four thousand nine hundred ninety-seven dollars and sixty cents	1 LS	\$44,997.60	\$44,997.60

Total Bid Price (include written number and numerical spelling:

\$526,796.10 five hundred twenty-six thousand seven hundred ninety-six dollars and ten cents

BIDDER:

Fencetrak Inc. DBA Full Tilt Services

NAME OF COMPANY

SIGNATURE OF INDIVIDUAL COMPLETING BID

John A Linn

NAME OF INDIVIDUAL COMPLETING BID

11/5/2025

DATE OF BID SUBMISSION

Bidder Initials: JAL
Page 11 of 35

SIGNATURE PAGE

IF BIDDER IS:

AN INDIVIDUAL

By: _____ doing business as: _____
(Name)

Address: _____ Phone: _____

A PARTNERSHIP

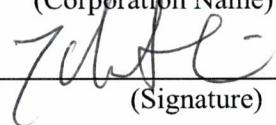
By: _____ (seal)
(Firm Name)

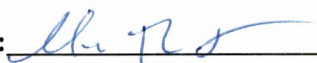
(General Partner)

Business Address: _____ Phone: _____

A CORPORATION

By: Fencetrak Inc. DBA Full Tilt Servies of Wyoming
(Corporation Name) (State of Incorporation)

By:  President
(Signature) (Title)

ATTEST:  _____



Business Address: 2701 Westland Ct
Cheyenne, WY 82001

Phone: 307-260-5208

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: 
Page 12 of 35

THE UNIVERSITY OF CHICAGO
LIBRARY
5401 S. UNIVERSITY AVE.
CHICAGO, ILL. 60637



NON-COLLUSION AFFIDAVIT - CONSTRUCTION

STATE OF Wyoming)

) ss.

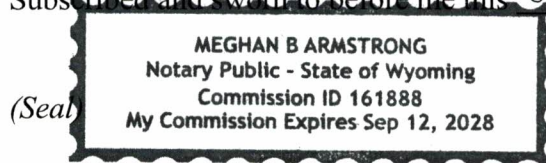
NON-COLLUSION AFFIDAVIT

COUNTY OF Laramie)

John A Linn, 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: Fencetrak Inc. DBA Full Tilt Servies

Subscribed and sworn to before me this 5th day of November, 2025.



M. B. Armstrong
Notary Public in and for the State of Wyoming
residing at Laramie County

My Commission expires: September 12 2028



BID BOND - CONSTRUCTION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Fencetrak, Inc., DBA Full Tilt Services as Principal, and The Ohio Casualty Insurance Company, as Surety, are hereby held and firmly bound unto the City of Douglas, Wyoming, as Owner, in the penal sum of Five Percent of Amount Bid, for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our successors and assigns.

Signed, this 30th day of October, 2025.

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 112 N 2nd Street Facade Removal and Lot Infill

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: Fencetrak, Inc., DBA Full Tilt Services

By: [Signature] (seal)

SURETY: The Ohio Casualty Insurance Company

By: [Signature] (seal)
Cindy Spangler, Attorney-in-Fact



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: JAC





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Cindy Spangler all of the city of Casper state of WY its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations related thereto, the execution of which shall be binding upon the Companies as if it had been duly signed and executed by its own officers:

Principal Name: Fencetrak, Inc., DBA Full Tilt Services
Obligee Name: City of Douglas
Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of October, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 30th day of October, 2025, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of October, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



STATE OF WYOMING

CERTIFICATE OF RESIDENCY

Contractor Number: 0142

FENCETRAK, 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 11TH DAY OF APRIL TWO THOUSAND AND 25


Michele Johnson, Program Manager

EXPIRATION DATE: 4/10/2026

To verify the authenticity of the certificate,
please contact our office at 307-777-7261 or visit
wyomingworkforce.org/businesses/labor/info



CERTIFICATE SERIAL NUMBER: 1104202562

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: Wy Cert of Residency

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: _____

Bidder Initials: 7H
Page 15 of 35

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: CERTIFICATE OF RESIDENCY - BID EXCLUSION LETTER

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: _____

Bidder Initials: 
Page 15 of 35

BID FORMS

PROJECT IDENTIFICATION: 112 North 2nd Street Façade Removal & Lot Infill,

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. BIDDER ACKNOWLEDGES ADDENDA #1
 - b.
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 liquidated damages are not a penalty and that the amount provided is as close an estimate as

Bidder Initials: B
Page 9 of 35

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	BRIAN BROWN
Address	2801 E. 2nd ST.
City/State/Zip	GILLETTE WY 82718
Phone No.	307-939-3333
Email	BBROWN@SCHELLINGCOMPANIES.COM
Fax No.	N/A

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.

Bidder Initials:



Page 10 of 35

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.

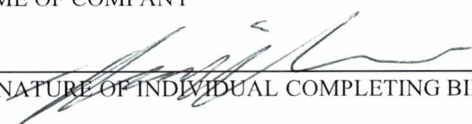
Item No.	Description	Item with Unit Price to be Written in Words	Quantity for Basis of Bid	Unit Price: Dollars/Cents	Total Price: Dollars/Cents
1.	Façade removal	Forty-Two Thousand Eight Hundred Fifty Dollars and zero cents	1	42,850 ⁰⁰	42,850 ⁰⁰
2.	Undocumented fill removal	Six Dollars and seventy five cents	1,500 CY (per plan)	6.75	10,125 ⁰⁰
3.	Damp-proofing N & S fnd walls	Eight Dollars and seventy five cents	1,600sf (assumed)	8.75	14,000 ⁰⁰
4.	Structural infill	Two Hundred Eight Dollars and thirty four cents	1,500 CY (per plan)	208.34	312,510 ⁰⁰
5.	Concrete slab on grade	Nine Hundred Twenty Seven Dollars and sixty four cents	76 CY	927.64	70,500 ⁶⁴
6.	Utility hookups	Six Thousand, Five Hundred and sixty one Dollars and ninety cents	1	6,561 ⁹⁰	6,561 ⁹⁰
7.	Painting of walls above grade	One Dollar and eight cents	5,500sf (assumed)	1.08	5,940 ⁰⁰
8.	Add'l items not listed above	Fifty Five Thousand, Five Hundred Fifty Dollars and zero cents	N/A		55,550 ⁰⁰

Total Bid Price (include written number and numerical spelling:

FIVE HUNDRED AND EIGHTEEN THOUSAND, THIRTY SEVEN DOLLARS AND FIFTY FOUR CENTS \$ 518,037.54

BIDDER:

MOUNTAIN PEAK BUILDERS, LLC
NAME OF COMPANY


SIGNATURE OF INDIVIDUAL COMPLETING BID

BETAN BROWN
NAME OF INDIVIDUAL COMPLETING BID

11-5-25
DATE OF BID SUBMISSION

Bidder Initials: 
Page 11 of 35

SIGNATURE PAGE

IF BIDDER IS:

AN INDIVIDUAL

By: _____ doing business as: _____
(Name)

Address: _____ Phone: _____

A PARTNERSHIP (LLC)

By: Mountain Peak Builders LLC (seal)
(Firm Name)

[Signature]
(General Partner)

Business Address: 2801 E. 2nd St. GILLETTE WY 82718

Phone: 307-685-8074

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: JS
Page 12 of 35

NON-COLLUSION AFFIDAVIT - CONSTRUCTION

STATE OF Wyoming
COUNTY OF Campbell ss.

NON-COLLUSION AFFIDAVIT

Trevor Schilling, 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: [Signature]

Subscribed and sworn to before me this 4th day of November, 2025.

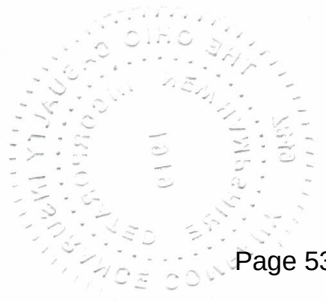
(Seal)



[Signature]
Notary Public in and for the State of Wyoming
residing at Gillette, WY

My Commission expires: 6/15/29

TRANA JOHNSON
Notary Public - State of Wyoming
Commission ID # 148430
My Commission Expires
June 15, 2029





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214242-987624**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Austin L. Olivier; Carrie M. McCartney; Daniel P. Maguire; Jesse J. Carr; Kevin Maguire; Michael J. Maguire; Richard N. Maguire

all of the city of Rapid City state of SD each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of June, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of June, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of October, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



BID BOND - CONSTRUCTION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Mountain Peak Builders, LLC
as Principal, and The Ohio Casualty Insurance Company
175 Berkeley Street, Boston, MA 02116, as Surety, are hereby held and firmly bound unto the
City of Douglas, Wyoming, as Owner, in the penal sum of Five Percent of Amount Bid (5%), for
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our successors
and assigns.

Signed, this 30th day of October, 2025.

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 Project #9921819; Removal of façade, add concrete pad
for Plaza; 112 N 2nd St. Douglas WY 82633.

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: Mountain Peak Builders, LLC

By: Tiana Johnson, Director of Accounting (seal)

SURETY: Western Surety Company

By: Carrie M McCartney, Attorney-In-Fact (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: J
Page 14 of 35



STATE OF WYOMING

CERTIFICATE OF RESIDENCY



Contractor Number: 0822

THIS CERTIFIES THAT:

MOUNTAIN PEAK 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 23RD DAY OF JUNE TWO THOUSAND AND 25

Lee Williams

Lee Williams, Business Consultant Manager

EXPIRATION DATE: 6/22/2026

To verify the authenticity of the certificate,
please contact our office at 307-777-7261 or visit
dws.wyo.gov/dws-division/labor-standards



CERTIFICATE SERIAL NUMBER: 2306202566

Bid Exclusion Letter

Project: 112 N. 2nd street Façade Removal

Date: 11/5/25

To Whom It May Concern,

During the pre-bid walkthrough for the above-referenced project, our team identified a note on Sheet S202 of the construction drawings stating: "High parapet return to be removed."

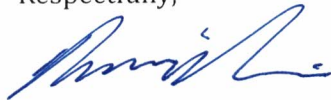
We brought to the engineer's attention that removal of this parapet return will directly impact the adjoining building, as the wall is shared. Performing this removal as drawn would risk damage to the adjacent structure and could potentially cause water intrusion or roof leaks within the neighboring unit.

Per direction given at the pre-bid meeting, and due to the potential for unintended damage to adjacent property, our bid excludes all labor, materials, equipment, and associated work related to the removal of the high parapet return on the shared wall, including any modifications that could affect the neighboring roof system, roof flashings, waterproofing, or building integrity.

If the intent of this detail changes, or if a revised design solution is issued to address these concerns, we are happy to review and provide pricing accordingly.

Please include this exclusion as part of our submitted bid.

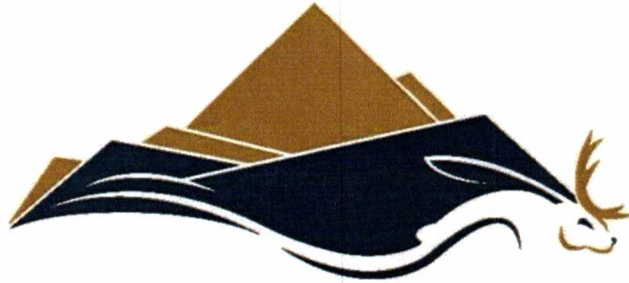
Respectfully,

A handwritten signature in blue ink, appearing to read "Brian Brown", with a stylized flourish at the end.

Mountain Peak Builders

Brian Brown / Project Manager

307-939-3333



CITY OF DOUGLAS

**Contract Documents, Project Manual, and
Specifications for 112 N 2nd St Façade Removal &
Lot Infill,**

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

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

TABLE OF CONTENTS

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

All items checked are in this packet.

Bidder Initials: 
Page 2 of 35

CITY OF DOUGLAS
INSTRUCTIONS TO BIDDERS – CONSTRUCTION
Date of Creation/Revisions to Document

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 112 N 2nd St, Facade & Lot Infill, will be received at Douglas City Hall, 101 N. 4th Street, until **2:00 PM. MST on November 5th, 2025** 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 via Quest CDN After August 27th or on the City of Douglas website at www.cityofdouglas.org under the “Bid Postings” tab. An **Optional** pre-bid conference will be held at **2:00 PM MST at 112 N 2nd Street on October 29th, 2025**, 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/ Devon Litzsinger, City Clerk; Published: **October 22nd, 29th**, Douglas Budget

3. BID DOCUMENTS AND REQUIREMENTS

- A. Approved bidding documents will be available at the City of Douglas, **101 North 4th Street**, Douglas Wyoming 82633, and for most bids, on the City of Douglas website, www.cityofdouglas.org, under “Bid Postings/Related Documents” section.
- B. Bidding documents shall state a minimum of:

Bidder Initials: 

Page 3 of 35

- 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 **112 N 2nd St Façade Removal & Lot Infill**, 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: 
Page 4 of 35

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: 
Page 5 of 35

6. PRE-BID MEETING/SITE TOUR

- A. A pre-bid meeting and/or site tour will be held at **2:00 PM MST at 112 N 2nd Street on October 29th, 2025**. This meeting is **Optional**, 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: 
Page 6 of 35

- 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: 
Page 7 of 35

11. BID & PROJECT SCHEDULE SUMMARY

- | | |
|---|--|
| A. October 14 th , 2025 | Bid Posting, Via QuestCDN |
| B. October 22 nd & 29 th , 2025 | Bid Posting, 10/22 & 10/29 Via Local Paper |
| C. October 29 th , 2025 at 2PM MST | Optional Pre-bid Conference |
| D. November 5 th , 2025 at 2PM MST | Public Open & Reading of Bids |
| E. November 10 th , 2025 at 4PM MST | City Council to Review Recommendation for Approval |
| F. November 14 th , 2025 | Contract Documents Finalized |
| G. December 31 st , 2025 | Substantial Completion of Façade Removal |
| H. May 1 st , 2026 | Substantial Completion of Slab and Backfill |
| I. May 29 th , 2026 | Final Completion of Work |

Bidder Initials: 
Page 8 of 35

BID FORMS

PROJECT IDENTIFICATION: 112 North 2nd Street Façade Removal & Lot Infill,

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.
 - b.
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 liquidated damages are not a penalty and that the amount provided is as close an estimate as

Bidder Initials: 
Page 9 of 35

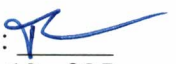
possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

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

Name	Travis Lefever
Address	515 Industrial Park Rd
City/State/Zip	Brush, Colorado 80723
Phone No.	970-842-5837
Email	Travis@buildingsbydesign.com
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.

Bidder Initials: 
Page 10 of 35

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	Quantity for Basis of Bid	Unit Price: Dollars/Cents	Total Price: Dollars/Cents
1.	Façade removal		1	\$185,500.00	\$185,500.00
2.	Undocumented fill removal		1,500 CY (per plan)	\$58.50	\$37,750.00
3.	Damp-proofing N & S fnd walls	Geo Foam at Walls	1,600 sf (assumed)	\$20.31	\$32,500.00
4.	Structural infill		1,500 CY (per Plan)	\$425.00	\$637,500.00
5.	Concrete slab on grade		76 CY	\$631.57	\$48,000.00
6.	Utility hookups		1	\$8,500.00	\$8,500.00
7.	Painting of walls above grade	Clean & Prep Included	5,500sf(assumed)	\$4.09	\$22,500.00
8.	Add'l items not listed above	OHP	N/A		\$123,295.00

Total Bid Price (include written number and numerical spelling:

\$983,595.00 NINE HUNDRED EIGHTY-THREE THOUSAND, FIVE HUNDRED NINETY-FIVE

BIDDER:

Buildings By Design
NAME OF COMPANY


SIGNATURE OF INDIVIDUAL COMPLETING BID

Travis Lefever
NAME OF INDIVIDUAL COMPLETING BID

10/30/2025
DATE OF BID SUBMISSION

Bidder Initials: _____
Page 11 of 35

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: Buildings By Design of Colorado

(Corporation Name)

(State of Incorporation)

By: _____ Managing Member

(Signature)

(Title)

ATTEST: _____ (Corporate Seal)

515 Industrial Park Rd,
Brush, Colorado 80723

Business Address: _____ Phone: 970-842-5837

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: _____

Page **12** of **35**

NON-COLLUSION AFFIDAVIT - CONSTRUCTION

STATE OF Colorado)
) ss.
COUNTY OF Morgan)

NON-COLLUSION AFFIDAVIT

Travis Lefever, 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: Buildings By Design

Subscribed and sworn to before me this 30 day of October, 2025.

(Seal)



My Commission expires: 10-23-2028

Laurie Wolf
Notary Public in and for the State of Colorado
residing at Fort Morgan, Colorado

Bidder Initials: JZ
Page 13 of 35

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 _____.

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: 
Page 14 of 35

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: 
Page 16 of 35

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 made in such a

Bidder Initials: 
Page 17 of 35

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.

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

Bidder Initials: 

Page 18 of 35

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.
- 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.

Bidder Initials: 
Page 19 of 35

- 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"

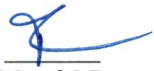
"Act of God" means an earthquake, flood, tornado, or other cataclysmic phenomenon of nature. A heavy rain, windstorm, high water, or other natural phenomenon of unusual intensity for the specific locality of the work, which might have been anticipated from historical records of the general locality of 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

- 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.

Bidder Initials: 

Page **20** of **35**

- 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 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

Bidder Initials: 

Page 21 of 35

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.

Bidder Initials:



Page 22 of 35

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	Katelyn Wager, PE
Address	5335 W 48 th Ave Ste 300
City/State/Zip	Denver, CO 80212
Phone No.	303.670.7242 x62
Email	katelyn@evstudio.com
Fax No.	n/a

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:
 - 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.

Bidder Initials: 
Page 23 of 35

- 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.

- 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: 
Page 25 of 35

LIQUIDATED DAMAGES – PER DAY	
Substantial Completion	\$500.00
Final Completion	\$200.00

- 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:

Façade: Deconstruction and removal of the existing building façade and supporting structure. Historic materials (Brick, Cornice, Widow Lintel, Sill) shall be salvaged for potential future use.

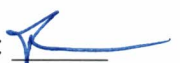
Site Infill: The site behind the façade is to be cleaned up and filled in per the drawings (summarized below).

Removal of miscellaneous concrete slabs.

Chipping down of existing concrete foundation elements as noted in the drawings.

Removal of undocumented fill, infill site with geofoam or controlled low-strength material, and capping of material with new concrete slab on grade.

Provide electrical source for potential future electrical outlet in plaza.

Bidder Initials: 
Page 26 of 35

**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__.

Bidder Initials: 
Page 27 of 35

CITY OF DOUGLAS, OWNER

By: _____
SIGNATURE

Name/Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: _____
SIGNATURE

Printed Name: _____

Title: _____

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

Bidder Initials: 
Page 28 of 35

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 name):

112 N 2nd St Façade Removal & Lot Infill

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

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

Deconstruction and removal of the existing building façade and supporting structure. Historic materials (Brick, Cornice, Widow Lintel, Sill) shall be salvaged for potential future use.

ARTICLE II - TIME OF COMPLETION

1. The work to be completed under this Contract shall be commenced within sixty (60) calendar days after receipt of Notice to Proceed, weather permitting.

Bidder Initials: 
Page 29 of 35

2. 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 of Façade Removal	No. of calendar days: Nov 14 th – December 31 st
Substantial Completion of Slab and Backfill	No. of calendar days: Nov 14 th – May 1 st
Final Completion of Work	No. of calendar days: Nov 14 th – May 29 th

3. 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

1. 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.
2. 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.
3. 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

1. 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.
2. 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.
3. 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: 
Page 30 of 35

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:

LIQUIDATED DAMAGES – PER DAY	
Substantial Completion	\$500.00
Final Completion	\$200.00

Substantial completion is considered the full removal of materials and pouring of the final slab. Final would include clean-up or any remaining items for this contract.

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

CITY OF DOUGLAS – OWNER

By: _____
SIGNATURE

Name/Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: _____
SIGNATURE

Printed Name: _____

Title: _____

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

Bidder Initials: JK
Page 32 of 35

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: 
Page 33 of 35

ATTEST:

SURETY: _____

(SEAL)

BY: _____

(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: gr
Page 34 of 35

**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

By: _____
SIGNATURE

Name/Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged.

By: _____
SIGNATURE

Printed Name: _____

Title: _____

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

Bidder Initials: 
Page 35 of 35

DESIGN STRENGTH OR A MINIMUM OF 7 DAYS, WHICHEVER IS LONGER

7 RETARDING ADMIXTURE SHALL CONFORM TO ASTM C494, TYPE I

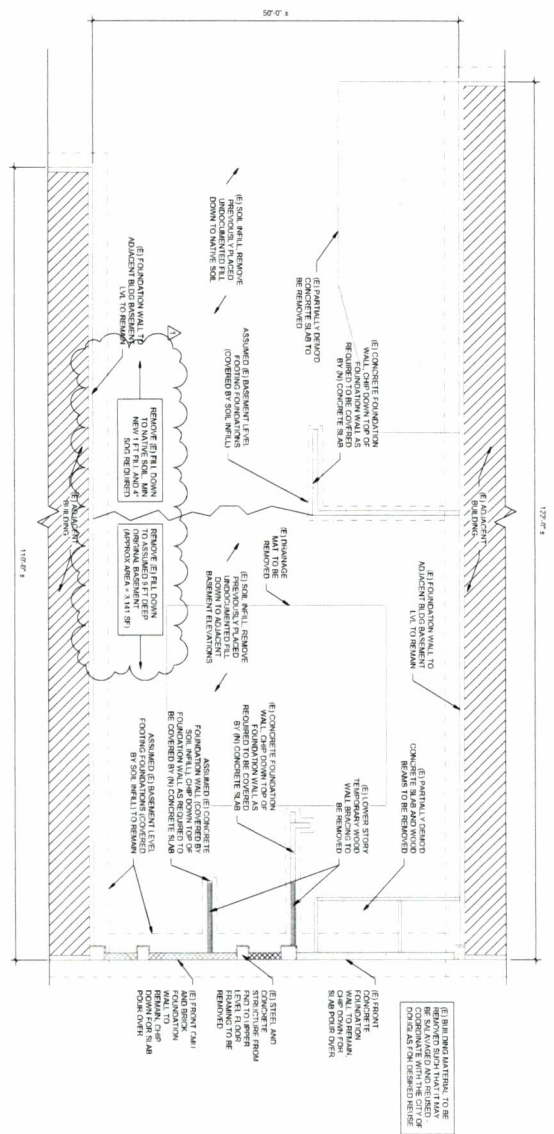
2. SUBMITTALS SHALL BE PROVIDED IN A TIMELY MANNER.

SHALL BE PLACED AT MID-DEPTH OF SLAB. NO MORE THAN TWO LAYERS OF CONDUIT CAN CROSS AT ANY LOCATION. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL CONSTRUCTION DOCUMENTS PRIOR TO

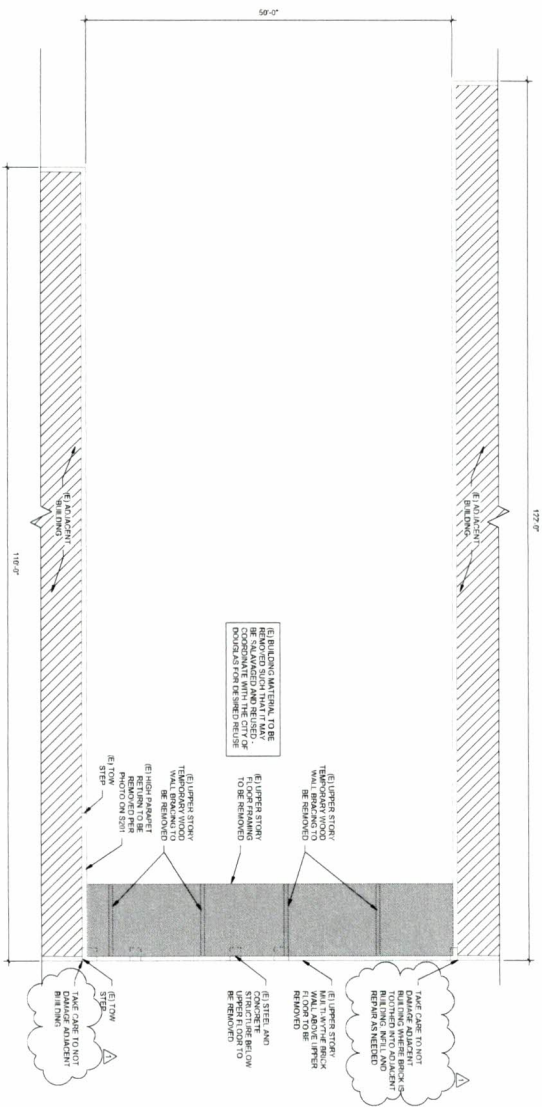
F. SAMPLES SHALL BE COLLECTED AT POINT OF PLACEMENT.

G. TEST REPORTS SHALL BE SUBMITTED TO THE GENERAL CONTRACTOR AND EVSTUDIO AS SOON AS POSSIBLE.

B SUBCONTRACTOR PERFORMING THE WORK
C STRUCTURAL ENGINEER



2 DEMO PLAN - LOWER LEVEL STRUCTURAL FRAMING & FOUNDATION



1 DEMO PLAN - UPPER STORY STRUCTURAL FRAMING

112 N 2ND STREET, DOUGLAS, WY

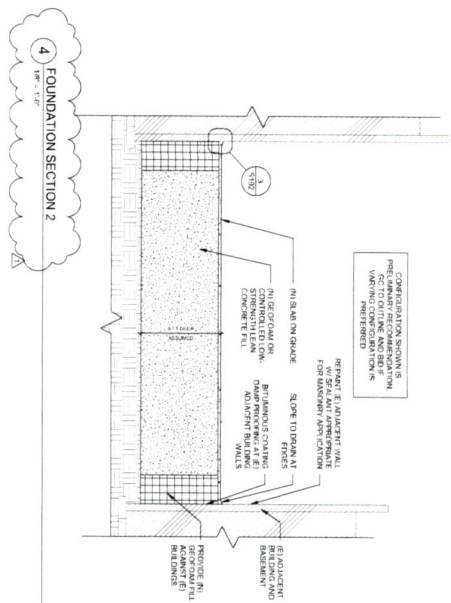
AB25010



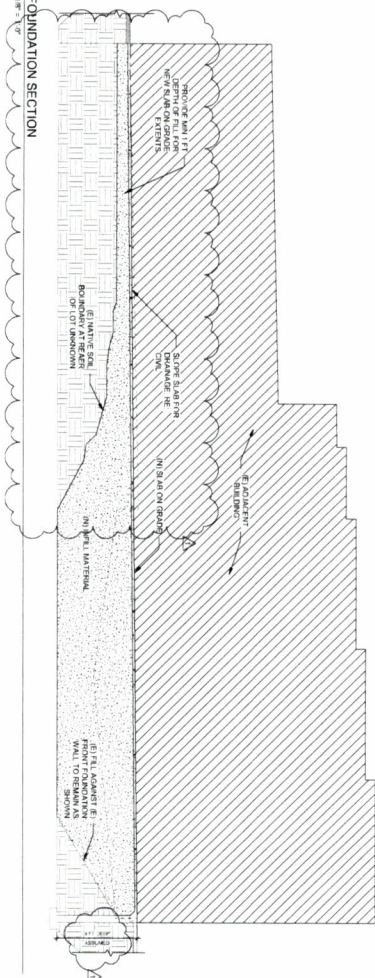
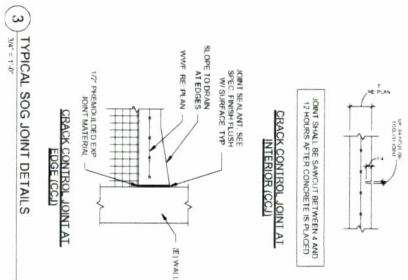
COPYRIGHT 2021
 EVstudio
 10910

EXISTING
 STRUCTURE DEMO
 PLANS
 S101

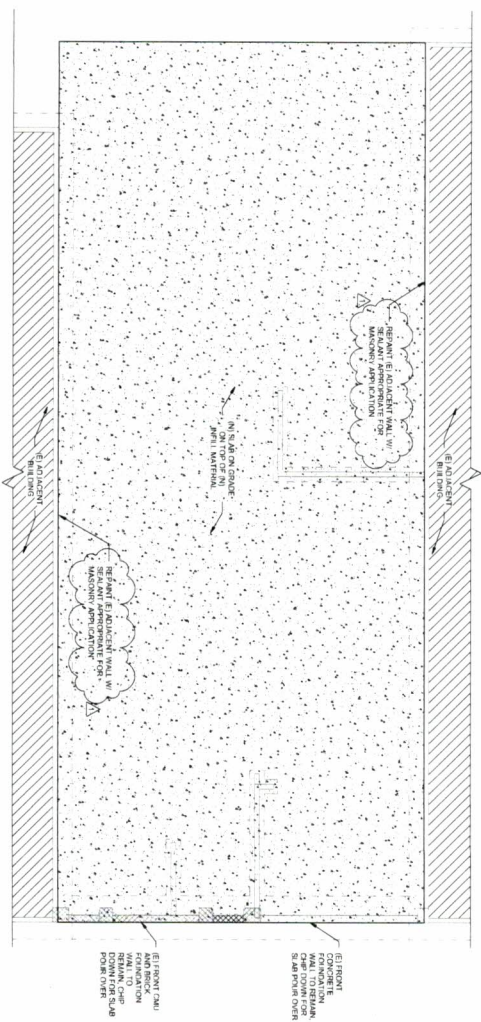
S101

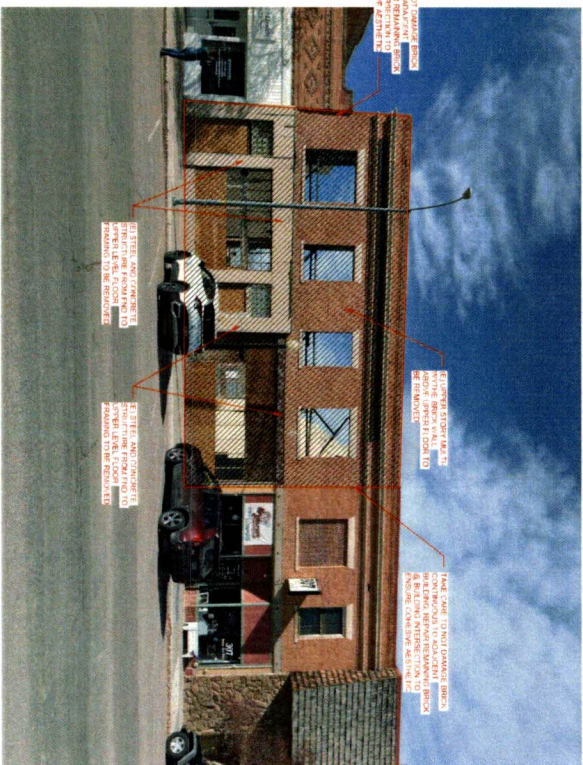
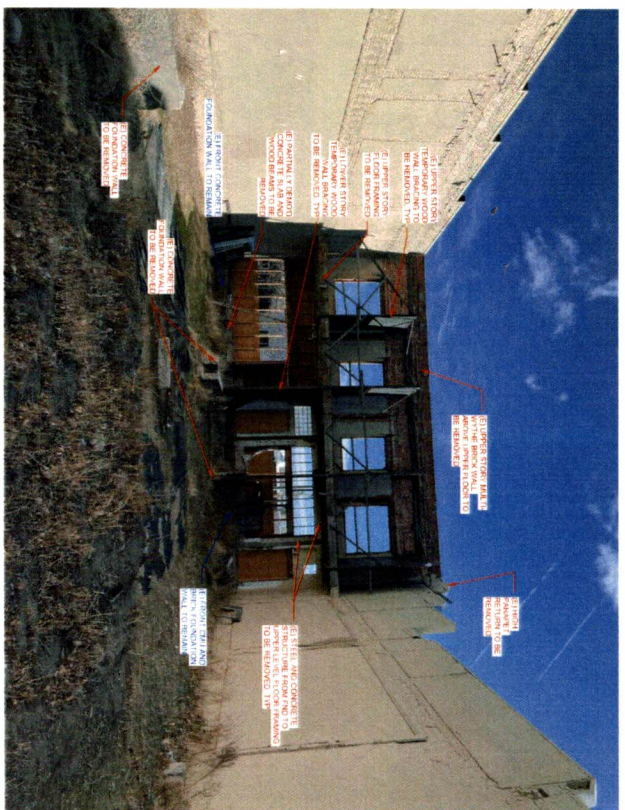


2 FOUNDATION SECTION
1/8" = 1'-0"

[illegible]

3 TYPICAL SOG JOINT DETAILS





112 N 2ND STREET, DOUGLAS, WY

AB25010



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REVISION:

REVISION

Permit# 05/30/2025
DATE: 05/30/2025
DRAWN BY: P.M.
CHECKED BY: KAW

SITE PHOTOS

S201

GENERAL NOTES

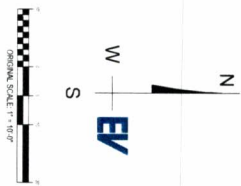
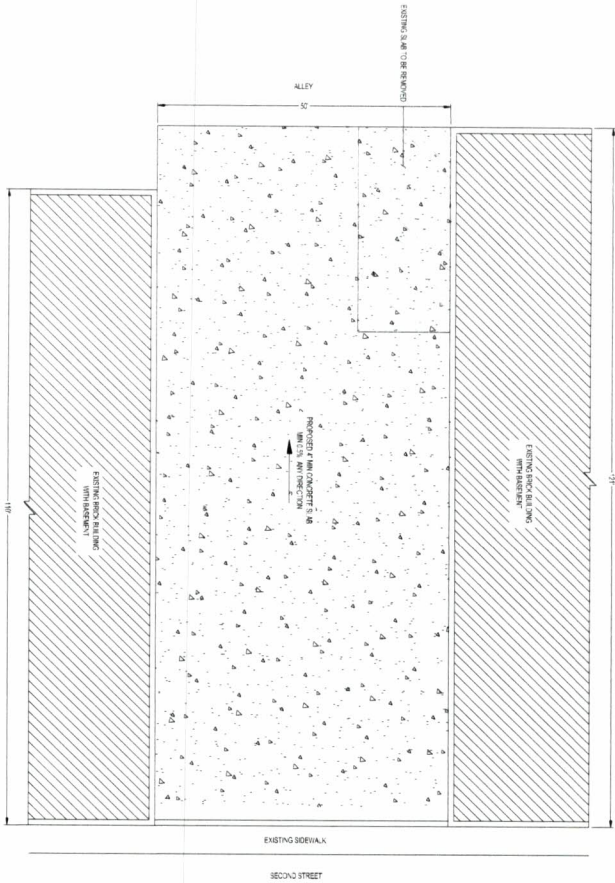
1. ALL SETBACKS AND LOT DIMENSIONS SHALL BE AS SHOWN ON THIS PLAN. THE EXISTING LOT AREA IS 10,750 S.F. (25' x 430').
2. THE EXISTING BUILDING IS A 1,000 S.F. CONCRETE SLAB ON GRADE. THE EXISTING BUILDING IS TO BE DEMOLISHED AND A NEW 1,000 S.F. CONCRETE SLAB ON GRADE IS TO BE CONSTRUCTED.
3. THE EXISTING BUILDING IS TO BE DEMOLISHED AND A NEW 1,000 S.F. CONCRETE SLAB ON GRADE IS TO BE CONSTRUCTED.

112 N 2ND STREET

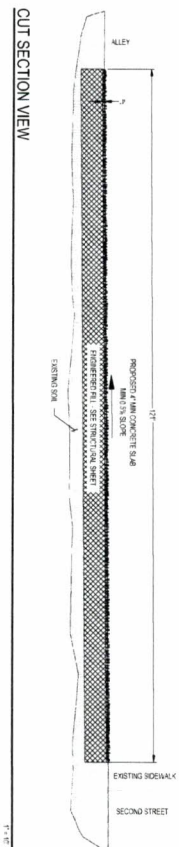
PLAN SET TITLE

SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 06, TOWNSHIP 37 NORTH, RANGE 71 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF DOUGLAS, COUNTY OF CONVERSE, STATE OF WYOMING
 SITE ADDRESS: 112 NORTH SECOND STREET, DOUGLAS WY, 82633

PLAN VIEW



CUT SECTION VIEW



1" = 10'



Danier, CO
 Evergreen, CO

303.670.7242
 design@evstudio.com
 www.evstudio.com

Contractor

112 N 2nd Street, PE
 Brian Ward@evstudio.com
 303.670.7242.560



112 N 2nd Street, PE
 Brian Ward@evstudio.com
 303.670.7242.560

112 N 2ND STREET
 112 NORTH SECOND STREET,
 DOUGLAS WY, 82633



COMPILED BY
 Brian Ward
 11/15/2023

DATE: 11/15/2023
 DRAWN BY: BWARD
 CHECKED BY: BWARD

SITE PLAN

C01

BID BOND - CONSTRUCTION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Buildings by Design, LLC as Principal, and Philadelphia Indemnity Insurance Company, as Surety, are hereby held and firmly bound unto the City of Douglas, Wyoming, as Owner, in the penal sum of Five Percent (5%) of the Total Bid Amount for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our successors and assigns.

Signed, this 5th day of November, 2025.

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 112 N. 2nd St. Facade Removal & Lot Infill

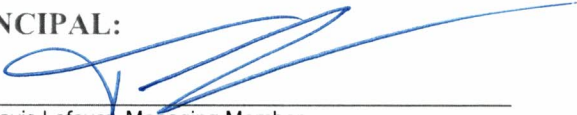
NOW, THEREFORE,

- 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.

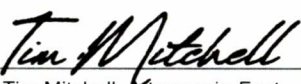
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL:

By: 
Travis Lefever, Managing Member

(seal)

SURETY:

By: 
Tim Mitchell, Attorney-in-Fact



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: _____

Page **14** of **35**



SURETY BOND SEAL ADDENDUM

PHILADELPHIA INDEMNITY INSURANCE COMPANY

As part of its business continuity efforts during the pendency of the COVID-19 pandemic, Philadelphia Indemnity Insurance Company ("PIIC") has temporarily authorized its Attorneys-in-Fact to affix PIIC's corporate seal in a digital format in lieu of its traditional raised seal to any bond issued on its behalf by any such Attorney-in-Fact.

PIIC agrees and affirms that the digital corporate seal found herein is deemed affixed to the bond and the Power of Attorney with the same effect as if its raised corporate seal had been affixed to the bond itself.

Effective this 20TH day of March, 2020.

Philadelphia Indemnity Insurance Company



By: 
Michael Cundiff, Senior Vice President

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **William R. Greer and Tim Mitchell of Trusted Advisors LLC** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

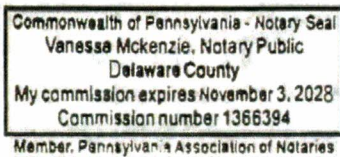


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Linwood, PA

My commission expires:

November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5th day of November, 2025.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

BID FORMS

PROJECT IDENTIFICATION: 112 North 2nd Street Façade Removal & Lot Infill,

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 1 10/28/25
 - b.
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 liquidated damages are not a penalty and that the amount provided is as close an estimate as

Bidder Initials: 
Page 9 of 35

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	Falcon Construction LLC
Address	401 E. 2nd St
City/State/Zip	Gillette WY 82717
Phone No.	307-689-4888
Email	Stephanie@falconconstructionwy.com
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.

Bidder Initials: RL Sm
Page 10 of 35

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	Quantity for Basis of Bid	Unit Price: Dollars/Cents	Total Price: Dollars/Cents
1.	Façade removal	Twenty-two thousand and 00/100	1	\$22,000.00	\$22,000.00
2.	Undocumented fill removal	Thirty-one thousand fifty and 00/100	1,500 CY (per plan)	\$20.70	\$31,050.00
3.	Damp-proofing N & S fnd walls	Four thousand eight hundred and 00/100	1,600sf (assumed)	\$3.00	\$4,800.00
4.	Structural infill	Thirty-eight thousand eight hundred fifty and 00/100	1,500 CY (per plan)	\$25.90	\$38,850.00
5.	Concrete slab on grade	Sixty-one thousand one hundred eighty and 00/100	76 CY	\$805.00	\$61,180.00
6.	Utility hookups	Five thousand and 00/100	1	\$5,000.00	\$5,000.00
7.	Painting of walls above grade	Nineteen thousand two hundred fifty and 00/100	5,500sf (assumed)	\$3.50	\$19,250.00
8.	Add'l items not listed above		N/A		
9.	Alternate 1 Geofoam	One hundred sixty-nine thousand one hundred twenty-eight and 00/100	1	\$169,128.00	\$169,128.00

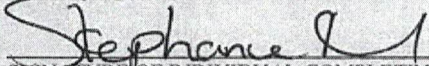
Total Bid Price (include written number and numerical spelling:

Total Bid Price One hundred eighty-two thousand one hundred thirty and 00/100	(\$182,130.00)
Total Bid Price with Alternate Three hundred fifty-one thousand two hundred fifty eight and 00/100	(\$351,258.00)

BIDDER:

Falcon Construction LLC

NAME OF COMPANY


SIGNATURE OF INDIVIDUAL COMPLETING BID

Stephanie Molina

NAME OF INDIVIDUAL COMPLETING BID

11/5/25

DATE OF BID SUBMISSION

Bidder Initials: _____
Page 11 of 35

11/05/25



UNIVERSAL FOAM PRODUCTS

www.univfoam.com www.UniversalConstructionFoam.com

16 Stenersen Lane, Suite 4B, Hunt Valley MD 21030

Phone: 410-498-0000 Ext: 246 Fax: 410-498-0300

WE SHIP FROM LOCATIONS
THROUGHOUT THE COUNTRY
TO SERVE YOUR NEEDS!



QUOTE

Date	Quote #
11/05/25	AAAQ156885

SHefflon@univfoam.com

Sold To: Falcon Construction
Estimating
3275 Little Powder River Rd
Gillette, WY 82718

Phone: (307) 696-1731 **Ext:**
Fax:

Ship To: Falcon Construction
Estimating
112 N 2nd St
Douglas, WY 82633

Phone: (307) 696-1731 **Ext:**
Fax:

Lead Time: 2 weeks
Quantity Variance: +/- 0
Product Variance: +/- 1/16"
Quote valid for 30 days.
Please request current pricing and lead time prior to
placing an Order.

Terms	Rep	P.O. Number	Ship Via
TBD	Scott Hefflon		Best Way

Ln #	Qty	Unit	Description	Unit Price	Ext. Price
1	40,500	CF	EPS15 Geofoam Multi-thickness x 48" x 96"	\$3.48	\$140,940.00
2	1	ea	Freight included	\$0.00	\$0.00
3			Universal Foam did not provide a takeoff. Quantity was provided.		
4			Gripper Plates available (\$250/box of 200, US Steel \$375/box of 250)		
5			Sales Tax, if required, will be calculated at time of order.		
6			It is the customer's responsibility to verify the quantity and material required prior to order.		
7			Universal Foam is quoting the materials listed above and delivery of these materials. Other products and services may be required such as third party testing, on-site supervision, hot wire cutter, gripper plates, adhesives, and other supplies. Price does not include installation, as we do not install the material.		

SubTotal	\$140,940.00
Sales Tax	\$0.00
Total	\$140,940.00

FOB: Douglas, WY 82633

11/05/25 13:44:49

Page 1

1 of 2

Information Verification: To confirm all aspects of your order, please review, sign, date, and return by email or by fax to 410-498-0300. Verify delivery address and contact information and make any necessary changes.

SHIPPING DAMAGE: IT IS THE CUSTOMER'S RESPONSIBILITY TO INSPECT FOR SHIPPING DAMAGE AT THE TIME OF DELIVERY. IF THERE IS DAMAGE IT MUST BE NOTED ON YOUR COPY AND THE DRIVER'S COPY OF THE BILL OF LADING IN ORDER TO RECEIVE REIMBURSEMENT. PLEASE MAKE SURE YOUR RECEIVING PERSONNEL ARE AWARE OF THIS.

Return Policy: Your order will be produced per the quoted size(s) and specifications. Orders are not returnable nor can they be cancelled after they have been produced. If you are not familiar with the material being quoted, ask your sales person for a sample prior to placing your order.

Sales Tax: Universal Foam Products will collect sales tax based on the delivery address in those states where we are required to collect. In states where we do not collect sales tax you may be required to pay sales or use tax directly to the taxing authority on the material you purchase. Please check with your state or municipality to verify their requirements.

Residential Deliveries: Unless your order is being delivered by UPS Ground, it will be delivered LTL Freight on a 53' trailer. Check with your Sales Representative to verify access and any additional charges for limited access and lift gate requirements.

Geofoam Applications: If you are purchasing Geofoam, consult with a structural engineer to make sure the density is correct for your application. Universal Foam Products does not provide engineering services.

Material Take-off: If a representative of Universal Foam Products has provided a take-off from drawings this quote is believed to be accurate but is not guaranteed to be so. It is the customer's responsibility to verify the quantities required prior to placing an order.

Export: If this order will be exported it is the customer's responsibility to have their Customs Broker handle the required documentation. Any fees not called out in the quote will be the responsibility of customer. Verify any additional fees with your Customs Broker.

Ocean Freight: If this order will be shipped by ocean freight, unless otherwise stated in the quote, all fees, including but not limited to, Goods and Services Tax, Duty Fees and Destination Port Handling Fees shall be the responsibility of customer.

Currency: All pricing is in US Dollars unless otherwise noted.

Coating Disclaimer: If your EPS order is to have a polyurethane or polyurea coating, it will not have a perfectly smooth surface. The surface of expanded polystyrene is not smooth and depending upon the overall size, there may be glue joints in the piece which can create additional imperfections. Expect dimples, bumps and other imperfections in the surface of the coated piece.

Thank you.
Scott Hefflon

Quote #: AAAQ156885

Signature

Date

11/05/25 13:44:49

Page 2

2 of 2

SIGNATURE PAGE

IF BIDDER IS:

AN INDIVIDUAL

By: _____ doing business as: _____
(Name)

Address: _____ Phone: _____

A PARTNERSHIP

By: _____ (seal)
(Firm Name)

Business Address: _____ (General Partner)
Phone: _____

A CORPORATION

By: Falcon Construction LLC of Wyoming
(Corporation Name) (State of Incorporation)

By: Stephanell Member
(Signature) (Title)

ATTEST: Viridiana Garibay (Corporate Seal)

Business Address: 401 E. 2nd St, Gillette WY 82717 Phone: 307-689-4888

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: Sm
Page 12 of 35

NON-COLLUSION AFFIDAVIT - CONSTRUCTION

STATE OF Wyoming)

) ss.

NON-COLLUSION AFFIDAVIT

COUNTY OF Campbell)

Stephanie Molina, 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:

Falcon Construction
Stephanie Molina

Subscribed and sworn to before me this 5 day of November 2025

(Seal)
VIRIDIANA GARIBAY
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 162725
MY COMMISSION EXPIRES: 08/08/2029

My Commission expires: 08/08/2029

Viridiana Garibay
Notary Public in and for the State of Wyoming
residing at Campbell County

Bidder Initials: SM

Page 13 of 35



STATE OF WYOMING

CERTIFICATE OF RESIDENCY



Contractor Number: 1901

FALCON 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 29th DAY OF APRIL TWO THOUSAND AND 25


Michele Johnson, Program Manager

EXPIRATION DATE: 4/28/2026

To verify the authenticity of the certificate,
please contact our office at 307-777-7261 or visit
wyomingworkforce.org/businesses/labor/info



CERTIFICATE SERIAL NUMBER: 2904202599

AIA® Document A305® – 2020

Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

SUBMITTED BY:

(Organization name and address.)

Falcon Construction LLC
401 E 2nd St
PO Box 7280
Gillette Wy 82717

SUBMITTED TO:

(Organization name and address.)

City Of Douglas
101 North 4th Street,
P.O. Box 1030
Douglas, WY 82633

ADDITIONS AND DELETIONS:

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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TYPE OF WORK TYPICALLY PERFORMED

(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)

General Contracting

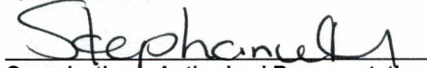
THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:

(Check all that apply.)

- ☒ Exhibit A – General Information
- ☒ Exhibit B – Financial and Performance Information
- ☒ Exhibit C – Project-Specific Information
- ☒ Exhibit D – Past Project Experience
- ☐ Exhibit E – Past Project Experience (Continued)

CONTRACTOR CERTIFICATION

The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.


Organization's Authorized Representative
Signature

11.5.25
Date

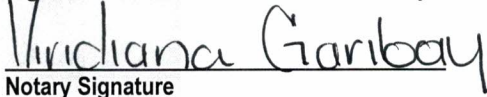
Stephanie Moina - Member
Printed Name and Title

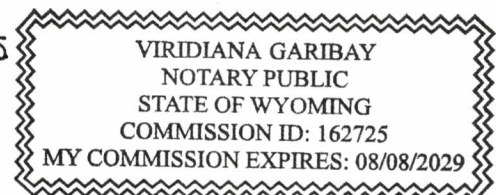
NOTARY

State of: Wyoming

County of: Campbell

Signed and sworn to before me this 5 day of November, 2025


Notary Signature



My commission expires:

08/08/2025

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User Notes:

(1182360888)

AIA® Document A305® – 2020 Exhibit A

General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by Falcon Construction LLC and dated the 05 day of November in the year 2025
(In words, indicate day, month and year.)

§ A.1 ORGANIZATION

§ A.1.1 Name and Location

§ A.1.1.1 Identify the full legal name of your organization.

Falcon Construction LLC

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

N/A

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

N/A

§ A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

401 E. 2nd St
PO BOX 7280
Gillette Wy 82717

§ A.1.2 Legal Status

§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

Limited Liability S Corp

- .1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.

Wyoming

ADDITIONS AND DELETIONS:

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- .2 If your organization is a partnership, identify its partners and its date of organization.

N/A

- .3 If your organization is individually owned, identify its owner and date of organization.

Stephanie Molina

- .4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:

N/A

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

N/A

§ A.1.3 Other Information

§ A.1.3.1 How many years has your organization been in business?

6

§ A.1.3.2 How many full-time employees work for your organization?

60

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

238110, 236115, 236220

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

N/A

§ A.2 EXPERIENCE

§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ A.2.2 State your organization's total dollar value of work currently under contract.

13,000,000.00

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

5,000,000.00

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

12,000,000.00

§ A.3 CAPABILITIES

§ A.3.1 List the categories of work that your organization typically self-performs.

Structural, Framing, Flatwork, Excavation, Water and Sewer. Roofing, Siding, Concrete, Paving, Demolition.

§ A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

Skilled labor force, multiple concrete awards from the Association of Wyoming, mandatory weekly safety meeting, participation of random drug test . Safety and quality are our main focus.

§ A.3.3 Does your organization provide design collaboration or pre-construction services? If so, describe those services.

No

§ A.3.4 Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

No

§ A.3.5 Does your organization use a project management information system? If so, identify that system.

Buildertrend

§ A.4 REFERENCES

§ A.4.1 Identify three client references:

(Insert name, organization, and contact information)

Hot Iron Inc
1951 Oil Dr
Gillette Wy 82716
Rafael Del Toro
307)689-4130

Action Energy
Josh & Stephanie Wofford
307)527-4321

Colson Construction
Jack Colson
918) 760-0800

§ A.4.2 Identify three architect references:
(Insert name, organization, and contact information)

SR Consulting
Bret Wolz
307-680-82756

KLJ Engineering
Anthony Macdonald
307-6805941

Inberg-Miller Engineers
Gerald Williams
307-660-0821

§ A.4.3 Identify one bank reference:
(Insert name, organization, and contact information)

Bank of Gillette
2900 S Douglas Hwy
Gillette WY 82718
Josh Richardson
307-685-2702

§ A.4.4 Identify three subcontractor or other trade references:
(Insert name, organization, and contact information)

Action Energy
Stephanie Wofford
307)680-4321

Joe's Plumbing and Heating
Chad Renken
307)680-3851

Connely Scenic Landscaping LLC
Adam Connely
307)660-7242

AIA® Document A305® – 2020 Exhibit B

Financial and Performance Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by **Falcon Construction LLC** and dated the **05** day of **November** in the year **2025**
(In words, indicate day, month and year.)

§ B.1 FINANCIAL

§ B.1.1 Federal tax identification number:
83-4250472

§ B.1.2 Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization's latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

§ B.1.3 Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

No

§ B.1.4 Identify your organization's preferred credit rating agency and identification information.

(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization's identification number or other method of searching your organization's credit rating with such agency.)

TransUnion

§ B.2 DISPUTES AND DISCIPLINARY ACTIONS

§ B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than \$75,000?

(If the answer is yes, provide an explanation.)

No

§ B.2.2 In the last five years has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:

(If the answer to any of the questions below is yes, provide an explanation.)

.1 failed to complete work awarded to it?

No

ADDITIONS AND DELETIONS:

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- .2 been terminated for any reason except for an owners' convenience?
No
- .3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than \$75,000?
No
- .4 filed any lawsuits or requested arbitration regarding a construction project?
No

§ B.2.3 In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:
(If the answer to any of the questions below is yes, provide an explanation.)

- .1 been convicted of, or indicted for, a business-related crime?
No
- .2 had any business or professional license subjected to disciplinary action?
No
- .3 been penalized or fined by a state or federal environmental agency?
No

AIA® Document A305® – 2020 Exhibit C

Project Specific Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by Falcon Construction LLC and dated the 05 day of November in the year 2025
(In words, indicate day, month and year.)

PROJECT:

(Name and location or address.)

Facade Removal & Lot Infill
112 N 2nd St
Douglas WY 82633

CONTRACTOR'S PROJECT OFFICE:

(Identify the office out of which the contractor proposes to perform the work for the Project.)

401 E. 2nd St
Gillette Wy 82717

TYPE OF WORK SOUGHT

(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

General Contractor

CONFLICT OF INTEREST

Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

None

§ C.1 PERFORMANCE OF THE WORK

§ C.1.1 When was the Contractor's Project Office established?

November 2018

§ C.1.2 How many full-time field and office staff are respectively employed at the Contractor's Project Office?

60

ADDITIONS AND DELETIONS:

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§ C.1.3 List the business license and contractor license or registration numbers for the Contractor's Project Office that pertain to the Project.

General Contractor #3652

§ C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

Stephanie Molina Office Manager
Eduardo Molina- Master Of Records/ Superintendent
Jon Critel - Superintendent/ Safety Officer
Ryan Kemerling - Estimator/ Project Manager

§ C.1.5 Identify portions of work that you intend to self-perform on this Project.

Facade removal, fill removal, dump proofing, structural infill, concrete slab, utility hookups, painting walls.

§ C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the Project.

§ C.2 EXPERIENCE RELATED TO THE PROJECT

§ C.2.1 Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

§ C.2.2 State the total dollar value of work currently under contract at the Contractor's Project Office:

Approximately 13,000,000.00

§ C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

Approximately 5,000,000.00

§ C.2.4 State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.

12,000,000.00

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User Notes:

(793791053)

§ C.2.5 List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

35,000,000.00

§ C.3 SAFETY PROGRAM AND RECORD

§ C.3.1 Does the Contractor's Project Office have a written safety program?

Yes

§ C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.

None

§ C.3.3 Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.

§ C.4 INSURANCE

§ C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

§ C.4.2 If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?

No

§ C.4.3 Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.2? If so, identify.

No

§ C.5 SURETY

§ C.5.1 If requested, will your organization be able to provide a performance and payment bond for this Project?

Yes

§ C.5.2 Surety company name:

NGM Insurance Company

§ C.5.3 Surety agent name and contact information:

Alayna Hammer 715-377-8230

§ C.5.4 Total bonding capacity:

5,000,000

§ C.5.5 Available bonding capacity as of the date of this qualification statement:

2,600,000

Bid Bond



AIA® Document A310™ – 2010

CONTRACTOR:

(Name, legal status and address)

FALCON CONSTRUCTION, LLC
2 Cold Springs Court
Gillette, WY 82718

SURETY:

(Name, legal status and principal place of business)

NGM Insurance Company
4601 Touchton Road East
Jacksonville, FL 32246

Bid Bond No. NGM00212

OWNER:

(Name, legal status and address)

City of Douglas
101 N. 4th Street
Douglas, WY 82633

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of the Bid Amount (5.00% of Bid Amount)

PROJECT:

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

112 N 2nd St. Facade Removal & Lot Infill

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.

Signed and sealed this 5th day of November, 2025.

Viridiana Garibay
(Witness)

Alayna Hammer
(Witness) Alayna Hammer

FALCON CONSTRUCTION, LLC
(Principal)

(Title)
NGM Insurance Company
(Surety)

(Title) Connie Smith, Attorney-in-fact

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061110



POWER OF ATTORNEY

KNOW ALL PARTIES BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint **Michael Douglas, Eliot Motu, Samuel Duchow, Kory Mortel, Connie Smith, Christopher Kemp, Julia Douglas, Chris Steinagel**

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Fifty Million Dollars (\$50,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Secretary and its corporate seal to be hereto affixed this 9th day of October, 2024.

NGM INSURANCE COMPANY By:

L K R

Lauren K. Powell

Vice President, Corporate Secretary



State of Wisconsin,
County of Dane.

On this 9th day of October, 2024, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, depose and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 9th day of October, 2024.

Mary J. Ripp

My Commission Expires February 8, 2027



I, Nathan Hoyt, Assistant Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this 5th day of November, 2025.



Nathan Hoyt

Nathan Hoyt, Assistant Vice President



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.



Agenda Item Report

City Council – November 24, 2025

Item

Bid Award: N 3rd Street (10 minutes)

Responsible Staff Contact

John Harbarger, John Stearns, Blake Palmer

Recommendation

Due to a number of discrepancies, our City Engineering has recommended rejecting the bid from Falcon Construction and accept the next lowest bid of \$1,258,750.00 from Ramshorn Const. and authorize the city manager to sign all associated documents.

Executive Summary

The City of Douglas solicited bids for the N 3rd water replacement project. Bids were opened on November 12th at 2:00pm and read publicly by the city clerk. We received 6 bids:

Ramshorn Construction-\$1,258,750.00
Wayne Coleman Const.-\$1,305,307.00
ISCO -\$1,331,320.00
JTL Group Inc. DBA Knife River -\$1,520,255.00
71 cONSTRUCTION - \$1,554,692.58
Falcon Construction - \$975,955.00
Engineers Estimate - \$1,193,700.00

This project is to replace two blocks of water and reconstruct the street, including curb, gutter, and sidewalk. After thoroughly reviewing the bids by CEPI, there were several discrepancies identified in Falcon Constructions bid. The discrepancies consisted of either a unit cost/total cost calculation error or the wrong description for the bid item.

Background

The 300 and 400 blocks of N. 3rd Street's aging water main has had numerous leaks over the past few years and is in need of replacement. This will be the last two blocks of North 3rd St. to be replaced.

Alignment to Strategic Doing (SD) and/or Other Plans

SD Commitment
SD Commitment Strategy
SD Commitment KPI

SD Outcome
SD Outcome Strategy
SD Outcome KPI
2014 Master Plan
2015 Downtown Master Plan

Budget/Fiscal Impact

Fund/Department Improvements other than buildings 31-5409-6544 & 56-5560-6544
Project/Line Item(s) N. 3rd St; Cedar to Clay
Budgeted Amount \$1,410,000
Anticipated Amount \$1,258,750.00

Action Requested/Recommended Motion

Accept the bid from Ramshorn Construction in the amount of \$1,258,750.00 and authorize the city manager to approve change orders not to exceed \$10,000 and to sign all associated documents.

Attachments

1. Installation & Service Co
2. Knife River
3. Ramshorn Construction
4. Wayne Coleman
5. 71 Construction
6. Falcon Construction
7. Recommendation for Award_N3rd

EXHIBIT "A"
STANDARD
BID FORM

PROJECT IDENTIFICATION: City of Douglas – North 3rd Street Improvements Project

THIS BID SUBMITTED TO: City of Douglas (OWNER)
101 North 4th Street
P.O. Box 1030
Douglas, Wyoming 82633

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents and to substantially complete all Work as specified or indicated in the Contract Documents for the Contract Price.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Bond. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and deliver counterparts of the Agreement, the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of OWNER's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - A. Bidder has examined and carefully studied the Bidding Documents and the following addenda, receipt of all which is hereby acknowledged:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
 - B. 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 been such independent investigations as Bidder deems necessary;
 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5. Bidder may bid any or all schedules and will complete the Work for the bid schedule price(s) based upon materials actually furnished and installed and services actually provided, based on the lump sum and unit prices provided in the itemized bid schedule(s).
6. Bidder agrees that the work for the City of Douglas will be as provided above, substantially and finally completed.
7. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close to an estimate as possible to the actual damages. Any exceptions or objections to this provision are stated in writing and attached hereby by Bidder.
8. The following documents are attached to and made a condition of this Bid:

Required Bid Security in the form of a Bid Bond.
Certificate of Residency (if applicable)

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: P.O. Box 2938 mills, WY 82644

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, as modified by the Supplementary Conditions.

Submitted on November 12th, 2025.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Installation & Service CO. Inc. (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Danny Spurgeon (seal)
(Title) President

(Seal)
Attest: [Signature] Jacob Campbell - ops Manager

Business Address: 901 Crescent Drive
P.O. Box 2938
Mills, WY 82644

Phone Number: 307-473-9000

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)



BID SCHEDULE
N 3RD STREET IMPROVEMENTS PROJECT
BID DATE: November 12th, 2025 @ 2:00 PM MST

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in this schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with the costs of other related items. The following is a list of abbreviations for this bid schedule.

LS = Lump Sum
AC = Acre

EA = Each
SY = Square Yard

LF = Linear Feet
SF = Square Foot

Schedule A - Water Improvements					
Item	Description	Unit	Quantity	Unit Cost	Total Cost
A1	Mobilization and Bonds	LS	1	35,000.00	35,000.00
A2	8" DR18 C900 Water Main	LF	1050	128.00	134,400.00
A3	8" Ductile Iron Fittings with Mega Lugs	EA	5	1,800.00	9,000.00
A4	8" Gate Valves	EA	3	4,450.00	13,350.00
A5	16" DR18 C900 PVC Pipe	LF	20	180.00	3,600.00
A6	16" Ductile Iron Fittings with Mega Lugs	EA	7	3,500.00	24,500.00
A7	Fire Hydrant Assemblies	EA	4	13,000.00	52,000.00
A8	1" Water Service Replacement	EA	25	2,250.00	56,250.00
A9	Connect to Existing Water	EA	3	6,500.00	19,500.00
A10	Foundation Material	CY	120	91.00	10,920.00
A11	Imported Select Backfill	CY	250	88.00	22,000.00
A12	Controlled Density Flow Fill	CY	10	250.00	2,500.00
A13	Landscaping Repair	LS	1	12,000.00	12,000.00
A14	Traffic Control	LS	1	12,000.00	12,000.00
A15	Force Account	FA	25000	\$ 1.00	\$ 25,000.00
Subtotal - Bid Schedule A					432,020.00

Schedule B - Surface Improvements					
Item	Description	Unit	Quantity	Unit Cost	Total Cost
B1	Mobilization and Bonds	LS	1		55,000 ⁰⁰
B2	Concrete Valley Pans/Driveway Approaches/Alley Aprons	SY	300	180 ⁰⁰	54,000 ⁰⁰
B3	Fillets	EA	6	2,500 ⁰⁰	15,000 ⁰⁰
B4	Concrete Sidewalk	LF	850	94 ⁰⁰	79,900 ⁰⁰
B5	Concrete Curb and Gutter	LF	2200	87 ⁰⁰	191,400 ⁰⁰
B6	Subgrade Repair	CY	100	100 ⁰⁰	10,000 ⁰⁰
B7	4" Asphalt with 8" Grading 'W' Base Course	SY	5500	71 ⁵⁰	393,250 ⁰⁰
B8	Geotextile Fabric	SY	5500	7 ⁵⁰	41,250 ⁰⁰
B9	ADA Ramps	EA	10	2,250 ⁰⁰	22,500 ⁰⁰
B10	Traffic Control	LS	1	12,000 ⁰⁰	12,000 ⁰⁰
B11	Force Account	FA	25000	\$ 1.00	\$ 25,000.00
Subtotal - Bid Schedule B					

Subtotal Schedule A	432,020 ⁰⁰
Subtotal Schedule B	899,300 ⁰⁰
Total Base Bid	1,331,320 ⁰⁰

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

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

Denise Sherwin

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 on the date thereof any and all: (i) bonds and undertakings; (ii) Proposal Bonds; (iii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

Surety Bond Number: Bid Bond
Principal: Installation & Service Company, Inc.
Obligee: City of Douglas

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 1st day of April, 2024.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, 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.



Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026


Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, 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.

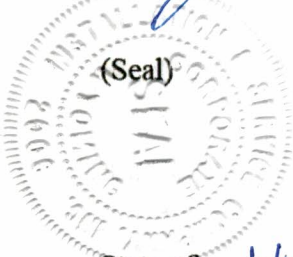
IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 10th day of November, 2025.



Assistant Secretary

Attest:

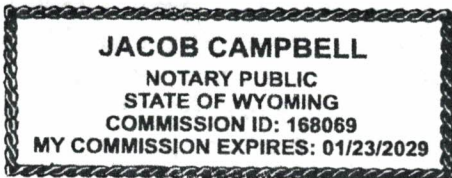
Jacob Campbell
Secretary or Authorized Witness for Corporate Bidder



State of Wyoming)
) ss.
County of Natrona)

The foregoing Bid Bond was executed before me by Danny Spurgin,
on behalf of ISCO, this 12 day of November, 2025.

My Commission Expires: 1/23/2029



State of Wyoming)
) ss.
County of Natrona)

The foregoing Bid Bond was executed before me by Denise Sherwin,
who represented that he/she was the Attorney-in-Fact for the above named Surety, this
10th day of November, 2025.

My Commission Expires: March 8, 2031

Installation & Service Company, Inc.
Principal(Corporation, Partnership, Individual)

BY: Danny Spurgin
(Authorized Representative or Partnership)

Danny Spurgin
(Print or Type Name)
PO Box 2938
Mills, WY 82644
(Address)

[Signature]
Notary Public

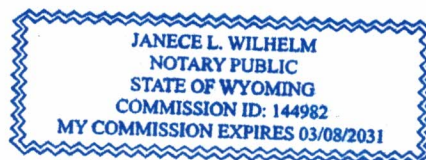
Nationwide Mutual Insurance Company
Surety

BY: Denise Sherwin
Attorney-in-Fact for Surety

Denise Sherwin, Attorney-in-Fact
One West Nationwide Blvd., 1-14-301
(Address)
Columbus, OH 43215-2220



Janece L Wilhelm
Notary Public Janece L Wilhelm



BB - 2

**STANDARD
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Installation & Service Company, Inc.
as Principal, and Nationwide Mutual Insurance Company Surety, are hereby held and firmly
bound, pursuant to Wyoming Statute Section 15-1-113(f), unto the City of Douglas, as OWNER,
in the penal sum of Five Percent of Amount Bid
Dollar(s) (\$ 5%) for the payment of which, well and truly to be made, we
hereby jointly and severally bind ourselves, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to
the City of Douglas, a certain BID, whereby it has offered to enter into an Agreement in
writing with OWNER, for the City of Douglas — N. 3rd Street Improvements Project

NOW, THEREFORE,

- A. If said BID shall be rejected; or,
- B. If said BID shall be accepted and the Principal shall execute and deliver the
Agreement to OWNER within ten (10) days after Notice of Award (which shall
constitute presentation of the Agreement to the Principal for the purpose of
execution) and shall furnish Bonds in forms furnished by OWNER for Principal's
faithful performance of said Agreement and for the payment of all persons
performing labor or furnishing materials in connection therewith, and shall
otherwise proceed with the performance of said Agreement, then this obligation
shall be void, otherwise the same shall remain in full force and effect and
OWNER may proceed against the BOND. It is expressly understood and agreed,
however, that the liability of 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 be in no way impaired or affected by an extension of the time within which
the OWNER may accept such BID, to a maximum of sixty (60) days after its submission to
OWNER; 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, this 10th day of November, 2025.



BB - 1



Mark Gordon
Governor

State of Wyoming
Department of Workforce Services

Unemployment Tax
P.O. Box 2760
Casper, WY 82602 2760
Phone 307-235-3217
Fax 307-235-3278
<https://dws.wyo.gov>



Elizabeth Gagen, J.D
Director

CITY OF DOUGLAS
JOHN HARBARGER
420 W. GRANT ST.
DOUGLAS, WY 82633

UNEMPLOYMENT INSURANCE CERTIFICATE OF GOOD STANDING

CERTIFICATE

NUMBER: 220346
ONLY VALID AS ISSUED TO: CITY OF DOUGLAS
EFFECTIVE DATE: 11/12/2025
EXPIRATION DATE: 11/12/2026

PROJECT: CITY OF DOUGLAS - NORTH 3RD STREET IMPORVMENTS PROJECT

A review of the Division files indicates that INSTALLATION & SERVICE CO INC is in compliance with the Wyoming Unemployment Insurance requirements as of the effective date shown above.

This certificate holds you, the recipient, harmless for unpaid Unemployment Insurance debt owed by the certified company during the period set forth above. If you continue to use INSTALLATION & SERVICE CO INC after the expiration date of this certificate, you may be held liable for their unpaid Unemployment Insurance debt pursuant to Wyoming Statute 27-3-502(f).

INSTALLATION & SERVICE CO INC
PO BOX 2938
MILLS, WY 82644-2938



Mark Gordon
Governor

State of Wyoming
Department of Workforce Services

5221 Yellowstone Rd
Cheyenne, WY 82002
307.777.6763 - Fax:307.777.5298
<https://dws.wyo.gov>



Elizabeth Gagen, J.D
Director

Recipient:

CITY OF DOUGLAS
Attn: JOHN HARBARGER
420 W. GRANT ST.
DOUGLAS, WY 82633

Employer:

INSTALLATION & SERVICE CO INC
PO BOX 2938
MILLS, WY
82644-2938

WORKERS' COMPENSATION CERTIFICATE OF GOOD STANDING

Mail Date: 11/12/2025

EXPIRATION DATE: 11/12/2026

Job Reference: CITY OF DOUGLAS - NORTH 3RD STREET IMPORVMENTS PROJECT

This is to certify that the above named employer is in compliance with the Wyoming Workers' Compensation Act. The account is in good standing as of the above date.

Wyoming Workers' Compensation monthly/quarterly payroll reports shall be submitted and payments made on or before the last day of the month following the month for which the earnings are computed and paid. Prime contractors may verify good standing of a sub-contractor's business by contacting the Division by telephone, after the initial certificate has been issued.

In private work, a contractor is liable for the payment of Workers' Compensation premiums for the employees of any subcontractor, if the subcontractor primarily liable has not paid the premiums as provided in the Act, pursuant to Wyoming Statute 27-14-206. Contractors should request a Certificate of Good Standing from the subcontractor before making final settlement of the contract.

If you have any further questions or concerns, please contact our office at 307-777-6763.

Sincerely,

Office Support Specialist
Division of Workers' Compensation



STATE OF WYOMING

CERTIFICATE OF RESIDENCY



Contractor Number: 0160

INSTALLATION & SERVICE CO., 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 25TH DAY OF FEBRUARY TWO THOUSAND AND 25

A handwritten signature in black ink, appearing to read "Michete Johnson".

Michete Johnson, Program Manager

EXPIRATION DATE: 2/24/2026

To verify the authenticity of the certificate,
please contact our office at 307-777-7261 or visit
wyomingworkforce.org/businesses/labor/info



CERTIFICATE SERIAL NUMBER: 250202553

EXHIBIT "A"
STANDARD
BID FORM

PROJECT IDENTIFICATION: City of Douglas – North 3rd Street Improvements Project

THIS BID SUBMITTED TO: City of Douglas (OWNER)
101 North 4th Street
P.O. Box 1030
Douglas, Wyoming 82633

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents and to substantially complete all Work as specified or indicated in the Contract Documents for the Contract Price.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Bond. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and deliver counterparts of the Agreement, the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of OWNER's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - A. Bidder has examined and carefully studied the Bidding Documents and the following addenda, receipt of all which is hereby acknowledged:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
 - B. 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 been such independent investigations as Bidder deems necessary;
 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5. Bidder may bid any or all schedules and will complete the Work for the bid schedule price(s) based upon materials actually furnished and installed and services actually provided, based on the lump sum and unit prices provided in the itemized bid schedule(s).
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8. The following documents are attached to and made a condition of this Bid:

Required Bid Security in the form of a Bid Bond.
Certificate of Residency (if applicable)

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: PO Box 610
Casper, WY 82602

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, as modified by the Supplementary Conditions.

Submitted on November 12th, 2025.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: JTL Group, Inc. dba Knife River (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: April Colton (seal)
April Colton Office manager
(Title)

(Seal)

Attest:

Phil Osterander

Business Address: JTL Group, Inc. dba Knife River
PO Box 610
Casper, WY 82602

Phone Number: (307) 237-9346

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)



BID SCHEDULE
N 3RD STREET IMPROVEMENTS PROJECT
BID DATE: November 12th, 2025 @ 2:00 PM MST

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in this schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with the costs of other related items. The following is a list of abbreviations for this bid schedule.

LS = Lump Sum
AC = Acre

EA = Each
SY = Square Yard

LF = Linear Feet
SF = Square Foot

Schedule A - Water Improvements					
Item	Description	Unit	Quantity	Unit Cost	Total Cost
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A3	8" Ductile Iron Fittings with Mega Lugs	EA	5	\$ 770.00	\$ 3,850.00
A4	8" Gate Valves	EA	3	\$ 3,655.00	\$ 10,965.00
A5	16" DR18 C900 PVC Pipe	LF	20	\$ 167.00	\$ 3,340.00
A6	16" Ductile Iron Fittings with Mega Lugs	EA	7	\$ 2,100.00	\$ 14,700.00
A7	Fire Hydrant Assemblies	EA	4	\$ 13,192.00	\$ 52,768.00
A8	1" Water Service Replacement	EA	25	\$ 3,275.00	\$ 81,875.00
A9	Connect to Existing Water	EA	3	\$ 3,428.00	\$ 10,284.00
A10	Foundation Material	CY	120	\$ 51.00	\$ 6,120.00
A11	Imported Select Backfill	CY	250	\$ 70.00	\$ 17,500.00
A12	Controlled Density Flow Fill	CY	10	\$ 328.00	\$ 3,280.00
A13	Landscaping Repair	LS	1	\$ 25,000.00	\$ 25,000.00
A14	Traffic Control	LS	1	\$ 9,700.00	\$ 9,700.00
A15	Force Account	FA	25000	\$ 1.00	\$ 25,000.00
Subtotal - Bid Schedule A					\$ 432,202.00

Schedule B - Surface Improvements					
Item	Description	Unit	Quantity	Unit Cost	Total Cost
B1	Mobilization and Bonds	LS	1	\$104,500.00	\$104,500.00
B2	Concrete Valley Pans/Driveway Approaches/Alley Aprons	SY	300	\$ 317.00	\$ 95,100.00
B3	Fillets	EA	6	\$ 2653.00	\$ 15,918.00
B4	Concrete Sidewalk	LF	850	\$ 120.50	\$ 102,425.00
B5	Concrete Curb and Gutter	LF	2200	\$ 72.00	\$ 158,400.00
B6	Subgrade Repair	CY	100	\$ 150.00	\$ 15,000.00
B7	4" Asphalt with 8" Grading 'W' Base Course	SY	5500	\$ 84.00	\$ 462,000.00
B8	Geotextile Fabric	SY	5500	\$ 7.30	\$ 40,150.00
B9	ADA Ramps	EA	10	\$ 5,530.00	\$ 55,300.00
B10	Traffic Control	LS	1	\$ 14,260.00	\$ 14,260.00
B11	Force Account	FA	25000	\$ 1.00	\$ 25,000.00
Subtotal - Bid Schedule B					\$1,088,053.00

Subtotal Schedule A	\$ 432,202.00
Subtotal Schedule B	\$1,088,053.00
Total Base Bid	\$1,520,255.00

**STANDARD
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, JTL Group Inc. dba Knife River as Principal, and Liberty Mutual Insurance Company Surety, are hereby held and firmly bound, pursuant to Wyoming Statute Section 15-1-113(f), unto the City of Douglas, as OWNER, in the penal sum of Five Percent of Amount Bid Dollar(s) (\$ 5%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the City of Douglas, a certain BID, whereby it has offered to enter into an Agreement in writing with OWNER, for the City of Douglas – North 3rd Street Improvements Project.

NOW, THEREFORE,

- A. If said BID shall be rejected; or,
- B. If said BID shall be accepted and the Principal shall execute and deliver the Agreement to OWNER within ten (10) days after Notice of Award (which shall constitute presentation of the Agreement to the Principal for the purpose of execution) and shall furnish Bonds in forms furnished by OWNER for Principal's faithful performance of said Agreement and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall otherwise proceed with the performance of said Agreement, then this obligation shall be void, otherwise the same shall remain in full force and effect and OWNER may proceed against the BOND. It is expressly understood and agreed, however, that the liability of 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 be in no way impaired or affected by an extension of the time within which the OWNER may accept such BID, to a maximum of sixty (60) days after its submission to OWNER; 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, this 7th day of November, 2025.

Attest:

Secretary or Authorized Witness for Corporate Bidder

(Seal)



State of Wyoming)

County of Natrona) ss.

The foregoing Bid Bond was executed before me by April Cotton
on behalf of JTL Group Inc. dba Knife River, this 7th day of November, 2025.

My Commission Expires: 7/22/31



State of Minnesota)

County of Hennepin)

The foregoing Bid Bond was executed before me by Haley Pflug,
who represented that he/she was the Attorney-in-Fact for the above named Surety, this
day of November 7, 2025.

My Commission Expires: January 31, 2031

JTL Group Inc. dba Knife River

Principal(Corporation, Partnership, Individual)

BY:

(Authorized Representative or Partnership)

April Cotton
(Print or Type Name)

5684 W. Yellowstone Hwy, Casper, WY 82602
(Address)

Notary Public

Liberty Mutual Insurance Company
Surety

BY:

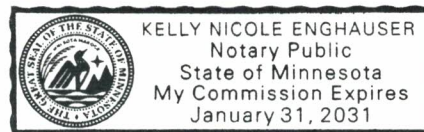
Attorney-in-Fact for Surety Haley Pflug

8400 Normandale Lake Blvd., Suite 1700
(Address)

Bloomington, MN 55437



Notary Public





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214569 - 190003**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohlig, Brian D. Carpenter, Charles Draper, Craig Olmstead, Erik T. Gunkel, Haley Pflug, Heather R. Goedtel, Jessica Hecker, Kathryn E. Kade, Kelly Nicole Enghauser, Laurie Pflug, Michelle Halter, Michelle Ward, Sara Whitfield

all of the city of Bloomington state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of August, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 6th day of August, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of November, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



STATE OF WYOMING

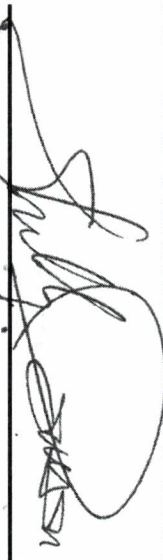
CERTIFICATE OF RESIDENCY



Contractor Number: 0064

JTL GROUP, INC./KNIFE RIVER

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 JANUARY TWO THOUSAND AND 25


Michele Johnson, Program Manager

EXPIRATION DATE: 1/1/2026

To verify the authenticity of the certificate,
please contact our office at 307-777-7261 or visit
wyomingworkforce.org/businesses/labor/info



CERTIFICATE SERIAL NUMBER: 0201202515

07-08-2024

Re: Appointment of Agents - Power of Attorney

To Whom It May Concern:

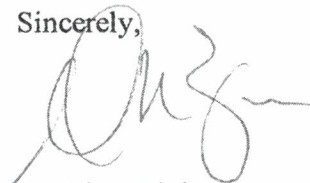
Pursuant to a Board resolution adopted by the Board of Directors of JTL Group, Inc., a Montana corporation, and JTL Group, Inc., a Wyoming corporation, I am authorized, as Region President, to designate certain individuals as agents of JTL Group, Inc. who shall be authorized, in the name and on behalf of JTL Group, Inc., to execute and deliver construction contracts, subcontracts, agreements, documents, and other instruments with governmental authorities (federal, state, county, or local), with general contractors or subcontractors, and with private parties.

I hereby designate each of the following individual(s) an agent of JTL Group, Inc., and each of them is authorized and empowered to execute and deliver documents, including but limited to, construction contracts, subcontracts, prime contractor proposals, subcontractor proposals, competitive bids for projects, price quotations or bids for materials, lien releases, and other related agreements, documents, and instruments with governmental authorities (federal, state, county, or local), with general contractors or subcontractors, and with private parties, in the name and on behalf of JTL Group, Inc.:

Mike Eichner
Tyler Bokma
Todd McKeever
Joseph Smith
Carolyn Vasquez
April Cotton

This authorization letter is effective and in full force and effect, until modified.

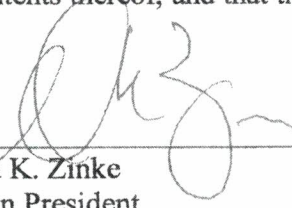
Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Zinke', with a stylized flourish at the end.

David K. Zinke
Region President

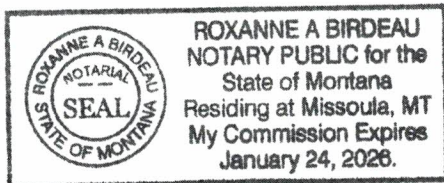
STATE OF MONTANA)
) ss:
COUNTY OF Missoula)

David K. Zinke, being first duly sworn, deposes and says that he is the Region President for JTL Group, Inc.; that the execution of this instrument is the act and deed of the Corporation, that he has read the foregoing document and knows the contents thereof, and that the statements herein are true.



David K. Zinke
Region President

Subscribed and sworn to before me on July 8, 2024.





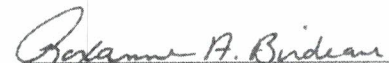

_____, Notary Public
Missoula County, Montana
My commission expires: January 24, 2026

EXHIBIT "A"
STANDARD
BID FORM

PROJECT IDENTIFICATION: City of Douglas – North 3rd Street Improvements Project

THIS BID SUBMITTED TO: City of Douglas (OWNER)
101 North 4th Street
P.O. Box 1030
Douglas, Wyoming 82633

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents and to substantially complete all Work as specified or indicated in the Contract Documents for the Contract Price.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Bond. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and deliver counterparts of the Agreement, the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of OWNER's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - A. Bidder has examined and carefully studied the Bidding Documents and the following addenda, receipt of all which is hereby acknowledged:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
 - B. 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 been such independent investigations as Bidder deems necessary;
 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5. Bidder may bid any or all schedules and will complete the Work for the bid schedule price(s) based upon materials actually furnished and installed and services actually provided, based on the lump sum and unit prices provided in the itemized bid schedule(s).
6. Bidder agrees that the work for the City of Douglas will be as provided above, substantially and finally completed.
7. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close to an estimate as possible to the actual damages. Any exceptions or objections to this provision are stated in writing and attached hereby by Bidder.
8. The following documents are attached to and made a condition of this Bid:

Required Bid Security in the form of a Bid Bond.
Certificate of Residency (if applicable)

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: RAMSHORN CONSTRUCTION INC.
P.O. BOX 2422, CASPER, WY 82602

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, as modified by the Supplementary Conditions.

Submitted on November 12, 2025.

Bidder is bidding as a RESIDENT (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

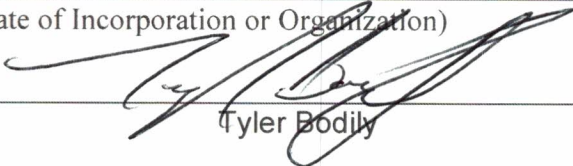
Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: RAMSHORN CONSTRUCTION INC. (seal)
(Corporation's or Limited Liability Company's Name)

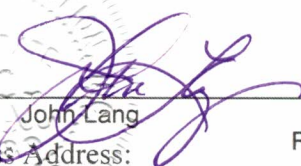
WYOMING

(State of Incorporation or Organization)

By:  (seal)
Tyler Bodily

(Title) PRESIDENT

(Seal)

Attest: 

John Lang

Business Address:

RAMSHORN CONSTRUCTION INC.

P.O. BOX 2422

CASPER, WY 82602

Phone Number: 307-235-6879

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

BID SCHEDULE
N 3RD STREET IMPROVEMENTS PROJECT
BID DATE: November 12th, 2025 @ 2:00 PM MST

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in this schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with the costs of other related items. The following is a list of abbreviations for this bid schedule.

LS = Lump Sum
AC = Acre

EA = Each
SY = Square Yard

LF = Linear Feet
SF = Square Foot

Schedule A - Water Improvements					
Item	Description	Unit	Quantity	Unit Cost	Total Cost
A1	Mobilization and Bonds	LS	1	40,000.00	\$40,000.00
A2	8" DR18 C900 Water Main	LF	1050	150.00	157,500.00
A3	8" Ductile Iron Fittings with Mega Lugs	EA	5	1,500.00	7,500.00
A4	8" Gate Valves	EA	3	7,500.00	22,500.00
A5	16" DR18 C900 PVC Pipe	LF	20	250.00	5,000.00
A6	16" Ductile Iron Fittings with Mega Lugs	EA	7	3,000.00	21,000.00
A7	Fire Hydrant Assemblies	EA	4	13,000.00	52,000.00
A8	1" Water Service Replacement	EA	25	3,000.00	75,000.00
A9	Connect to Existing Water	EA	3	5,000.00	15,000.00
A10	Foundation Material	CY	120	100.00	12,000.00
A11	Imported Select Backfill	CY	250	80	20,000.00
A12	Controlled Density Flow Fill	CY	10	200.00	2,000.00
A13	Landscaping Repair	LS	1	10,000.00	10,000.00
A14	Traffic Control	LS	1	35,000.00	35,000.00
A15	Force Account	FA	25000	\$ 1.00	\$ 25,000.00
Subtotal - Bid Schedule A					499,500.00

Schedule B - Surface Improvements					
Item	Description	Unit	Quantity	Unit Cost	Total Cost
B1	Mobilization and Bonds	LS	1	25,000.00	25,000.00
B2	Concrete Valley Pans/Driveway Approaches/Alley Aprons	SY	300	185.00	55,500.00
B3	Fillets	EA	6	3,500.00	21,000.00
B4	Concrete Sidewalk	LF	850	65.00	55,200.00
B5	Concrete Curb and Gutter	LF	2200	50.00	110,000.00
B6	Subgrade Repair	CY	100	50.00	5,000.00
B7	4" Asphalt with 8" Grading 'W' Base Course	SY	5500	65.00	357,500.00
B8	Geotextile Fabric	SY	5500	10.00	55,000.00
B9	ADA Ramps	EA	10	2,500.00	25,000.00
B10	Traffic Control	LS	1	25,000.00	25,000.00
B11	Force Account	FA	25000	\$ 1.00	\$ 25,000.00
Subtotal - Bid Schedule B					759,250.00

Subtotal Schedule A	499,500.00
Subtotal Schedule B	759,250.00
Total Base Bid	1,258,750.00

**STANDARD
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Ramshorn Construction, Inc. as Principal, and Merchants National Bonding, Inc. Surety, are hereby held and firmly bound, pursuant to Wyoming Statute Section 15-1-113(f), unto the City of Douglas, as OWNER, in the penal sum of Five Percent of Amount Bid Dollar(s) (\$ 5%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the City of Douglas, a certain BID, whereby it has offered to enter into an Agreement in writing with OWNER, for the City of Douglas — N. 3rd Street Improvements Project

NOW, THEREFORE,

- A. If said BID shall be rejected; or,
- B. If said BID shall be accepted and the Principal shall execute and deliver the Agreement to OWNER within ten (10) days after Notice of Award (which shall constitute presentation of the Agreement to the Principal for the purpose of execution) and shall furnish Bonds in forms furnished by OWNER for Principal's faithful performance of said Agreement and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall otherwise proceed with the performance of said Agreement, then this obligation shall be void, otherwise the same shall remain in full force and effect and OWNER may proceed against the BOND. It is expressly understood and agreed, however, that the liability of 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 be in no way impaired or affected by an extension of the time within which the OWNER may accept such BID, to a maximum of sixty (60) days after its submission to OWNER; 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, this 10th day of November, 2025.

Attest:

Secretary or Authorized Witness for Corporate Bidder

(Seal)

Ramshorn Construction, Inc.
Principal (Corporation, Partnership, Individual)

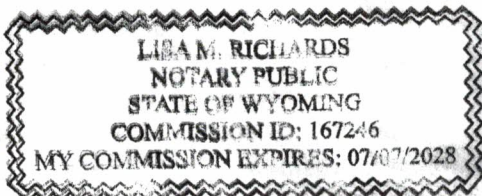
BY: Tyler Bodily
(Authorized Representative or Partnership)

Tyler Bodily
(Print or Type Name)
P.O. Box 2422
Casper, WY 82602
(Address)

State of Wyoming)
County of Natrona) ss.

The foregoing Bid Bond was executed before me by Tyler Bodily
on behalf of Ramshorn Const. Inc. this 11 day of November, 2020

My Commission Expires: 07/07/28



State of Wyoming)
County of Natrona) ss.

The foregoing Bid Bond was executed before me by Janece L. Wilhelm
who represented that he/she was the Attorney-in-Fact for the above named Surety, this
10th day of November, 2025.

My Commission Expires: March 18, 2028

Merchants National Bonding, Inc.
Surety

BY: Janece L. Wilhelm
Attorney-in-Fact for Surety

Janece L. Wilhelm, Attorney-in-Fact
P.O. Box 14498
(Address)
Des Moines, IA 50306-3498



Notary Public Denise Sherwin
DENISE SHERWIN
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166756
MY COMMISSION EXPIRES: 03/18/2028

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, **Janece L. Wilhelm**

Surety Bond #: Bid Bond
Principal: Ramshorn Construction, Inc.
Obligee: City of Douglas

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship or obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 10th day of November, 2025.



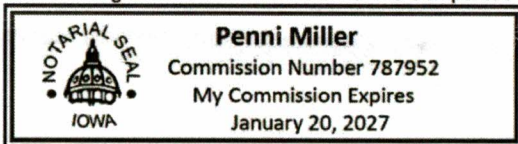
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 10th day of November, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 10th day of November, 2025.



Secretary

POA 0018 (5/25)





STATE OF WYOMING



CERTIFICATE OF RESIDENCY

Contractor Number: 0041

RAMSHORN CONSTRUCTION, INC.

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

GRANTED THIS 2ND DAY OF FEBRUARY TWO THOUSAND AND 25


Michele Johnson, Program Manager

EXPIRATION DATE: 2/1/2026

To verify the authenticity of the certificate,
please contact our office at 307-777-7261 or visit
wyomingworkforce.org/businesses/labor/info



CERTIFICATE SERIAL NUMBER: 3101202582

EXHIBIT "A"
STANDARD
BID FORM

PROJECT IDENTIFICATION: City of Douglas – North 3rd Street Improvements Project

THIS BID SUBMITTED TO: City of Douglas (OWNER)
101 North 4th Street
P.O. Box 1030
Douglas, Wyoming 82633

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents and to substantially complete all Work as specified or indicated in the Contract Documents for the Contract Price.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Bond. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and deliver counterparts of the Agreement, the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of OWNER's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - A. Bidder has examined and carefully studied the Bidding Documents and the following addenda, receipt of all which is hereby acknowledged:

Addendum No. <u>N/A</u>	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
 - B. 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 been such independent investigations as Bidder deems necessary;
 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5. Bidder may bid any or all schedules and will complete the Work for the bid schedule price(s) based upon materials actually furnished and installed and services actually provided, based on the lump sum and unit prices provided in the itemized bid schedule(s).
6. Bidder agrees that the work for the City of Douglas will be as provided above, substantially and finally completed.
7. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close to an estimate as possible to the actual damages. Any exceptions or objections to this provision are stated in writing and attached hereby by Bidder.
8. The following documents are attached to and made a condition of this Bid:

Required Bid Security in the form of a Bid Bond.
Certificate of Residency (if applicable)

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Wayne Coleman Construction, Inc.
PO Box 2440, Mills, WY 82644

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, as modified by the Supplementary Conditions.

Submitted on November 12, 2025.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

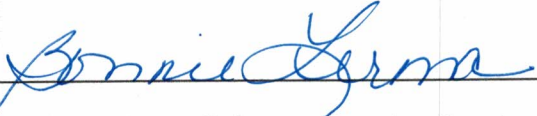
A CORPORATION OR LIMITED LIABILITY COMPANY

By: Wayne Coleman Construction, Inc. (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By:  (seal)
Elizabeth Milberger, Secretary
(Title)

(Seal)

Attest: 

Business Address: Wayne Coleman Construction, Inc.
PO Box 2440
Mills, WY 82644

Phone Number: 307-265-3158

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)



BID SCHEDULE
N 3RD STREET IMPROVEMENTS PROJECT
BID DATE: November 12th, 2025 @ 2:00 PM MST

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in this schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with the costs of other related items. The following is a list of abbreviations for this bid schedule.

LS = Lump Sum
AC = Acre

EA = Each
SY = Square Yard

LF = Linear Feet
SF = Square Foot

Schedule A - Water Improvements					
Item	Description	Unit	Quantity	Unit Cost	Total Cost
A1	Mobilization and Bonds	LS	1	26,702.00	26,702.00
A2	8" DR18 C900 Water Main	LF	1050	97.00	101,850.00
A3	8" Ductile Iron Fittings with Mega Lugs	EA	5	3,025.00	15,125.00
A4	8" Gate Valves	EA	3	5,500.00	16,500.00
A5	16" DR18 C900 PVC Pipe	LF	20	485.00	9,700.00
A6	16" Ductile Iron Fittings with Mega Lugs	EA	7	4,700.00	32,900.00
A7	Fire Hydrant Assemblies	EA	4	14,500.00	58,000.00
A8	1" Water Service Replacement	EA	25	2,450.00	61,250.00
A9	Connect to Existing Water	EA	3	9,000.00	27,000.00
A10	Foundation Material	CY	120	94.00	11,280.00
A11	Imported Select Backfill	CY	250	103.00	25,750.00
A12	Controlled Density Flow Fill	CY	10	315.00	3,150.00
A13	Landscaping Repair	LS	1	31,500.00	31,500.00
A14	Traffic Control	LS	1	10,500.00	10,500.00
A15	Force Account	FA	25000	\$ 1.00	\$ 25,000.00
Subtotal - Bid Schedule A					456,207.00

Schedule B - Surface Improvements					
Item	Description	Unit	Quantity	Unit Cost	Total Cost
B1	Mobilization and Bonds	LS	1	30,000.00	30,000.00
B2	Concrete Valley Pans/Driveway Approaches/Alley Aprons	SY	300	133.00	39,900.00
B3	Fillets	EA	6	2,000.00	12,000.00
B4	Concrete Sidewalk	LF	850	98.00	83,300.00
B5	Concrete Curb and Gutter	LF	2200	85.00	187,000.00
B6	Subgrade Repair	CY	100	140.00	14,000.00
B7	4" Asphalt with 8" Grading 'W' Base Course	SY	5500	72.50	398,750.00
B8	Geotextile Fabric	SY	5500	6.70	36,850.00
B9	ADA Ramps	EA	10	1,550.00	15,500.00
B10	Traffic Control	LS	1	6,800.00	6,800.00
B11	Force Account	FA	25000	\$ 1.00	\$ 25,000.00
Subtotal - Bid Schedule B					849,100.00

Subtotal Schedule A	456,207.00
Subtotal Schedule B	849,100.00
Total Base Bid	1,305,307.00

**STANDARD
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Wayne Coleman Construction, Inc.
as Principal, and The Ohio Casualty Insurance Company Surety, are hereby held and firmly
bound, pursuant to Wyoming Statute Section 15-1-113(f), unto the City of Douglas, as OWNER,
in the penal sum of Five Percent of Amount Bid
Dollar(s) (\$ 5%) for the payment of which, well and truly to be made, we
hereby jointly and severally bind ourselves, successors and assigns.

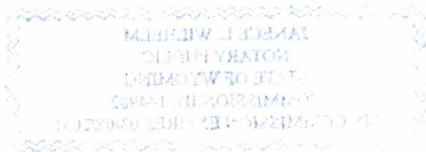
The Condition of the above obligation is such that whereas the Principal has submitted to
the City of Douglas, a certain BID, whereby it has offered to enter into an Agreement in
writing with OWNER, for the City of Douglas — North 3rd Street Improvements
Project

NOW, THEREFORE,

- A. If said BID shall be rejected; or,
- B. If said BID shall be accepted and the Principal shall execute and deliver the
Agreement to OWNER within ten (10) days after Notice of Award (which shall
constitute presentation of the Agreement to the Principal for the purpose of
execution) and shall furnish Bonds in forms furnished by OWNER for Principal's
faithful performance of said Agreement and for the payment of all persons
performing labor or furnishing materials in connection therewith, and shall
otherwise proceed with the performance of said Agreement, then this obligation
shall be void, otherwise the same shall remain in full force and effect and
OWNER may proceed against the BOND. It is expressly understood and agreed,
however, that the liability of 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 be in no way impaired or affected by an extension of the time within which
the OWNER may accept such BID, to a maximum of sixty (60) days after its submission to
OWNER; 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, this 22nd day of October, 2025.



Wayne Coleman Construction, Inc.
Principal(Corporation, Partnership, Individual)

Attest:
Blanca Inez Sierra
Secretary or Authorized Witness for Corporate Bidder

BY: Elizabeth Milberger
(Authorized Representative or Partnership)

Elizabeth Milberger
(Print or Type Name) Secretary
P.O. Box 2440
Mills, WY 82644
(Address)

(Seal)

State of Wyoming)
County of Natrona) ss.

The foregoing Bid Bond was executed before me by Elizabeth Milberger
on behalf of Wayne Coleman Construction, Inc., this 23rd day of October, 2025

My Commission Expires: August 7, 2030



Bonnie Lerma
Notary Public

The Ohio Casualty Insurance Company
Surety

BY: Denise Sherwin
Attorney-in-Fact for Surety

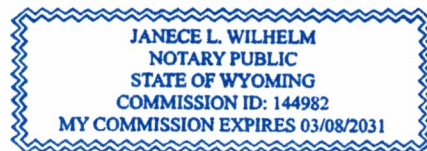
Denise Sherwin, Attorney-in-Fact
175 Berkeley Street
(Address)
Boston, MA 02116

State of Wyoming)
County of Natrona) ss.

The foregoing Bid Bond was executed before me by Denise Sherwin
who represented that he/she was the Attorney-in-Fact for the above named Surety, this
22nd day of October, 2025.

My Commission Expires: March 8, 2031

Janece L Wilhelm
Notary Public Janece L Wilhelm





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Denise Sherwin all of the city of Casper state of WY its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations related thereto, the execution of which shall be binding upon the Companies as if it had been duly signed and executed by its own officers:

Principal Name: Wayne Coleman Construction, Inc.
Obligee Name: City of Douglas
Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of October, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 22nd day of October, 2025, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of October, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.





STATE OF WYOMING

CERTIFICATE OF RESIDENCY



Contractor Number: 0344

THIS CERTIFIES THAT:

WAYNE COLEMAN 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 MAY TWO THOUSAND AND 25

Lee Williams

Lee Williams, Business Consultant Manager

EXPIRATION DATE: 5/01/2026

To verify the authenticity of the certificate,
please contact our office at 307-777-7261 or visit
dws.wyo.gov/dws-division/labor-standards



CERTIFICATE SERIAL NUMBER: 0205202545

EXHIBIT "A"
STANDARD
BID FORM

PROJECT IDENTIFICATION: City of Douglas – North 3rd Street Improvements Project

THIS BID SUBMITTED TO: City of Douglas (OWNER)
101 North 4th Street
P.O. Box 1030
Douglas, Wyoming 82633

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents and to substantially complete all Work as specified or indicated in the Contract Documents for the Contract Price.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Bond. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and deliver counterparts of the Agreement, the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of OWNER's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - A. Bidder has examined and carefully studied the Bidding Documents and the following addenda, receipt of all which is hereby acknowledged:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
 - B. 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 been such independent investigations as Bidder deems necessary;
 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5. Bidder may bid any or all schedules and will complete the Work for the bid schedule price(s) based upon materials actually furnished and installed and services actually provided, based on the lump sum and unit prices provided in the itemized bid schedule(s).
6. Bidder agrees that the work for the City of Douglas will be as provided above, substantially and finally completed.
7. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close to an estimate as possible to the actual damages. Any exceptions or objections to this provision are stated in writing and attached hereby by Bidder.
8. The following documents are attached to and made a condition of this Bid:

Required Bid Security in the form of a Bid Bond.
Certificate of Residency (if applicable)

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: 7072 Barton Dr.
Casper, WY 82604

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, as modified by the Supplementary Conditions.

Submitted on November 12th, 2025.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)	
-------------------	--

Business Address: _____

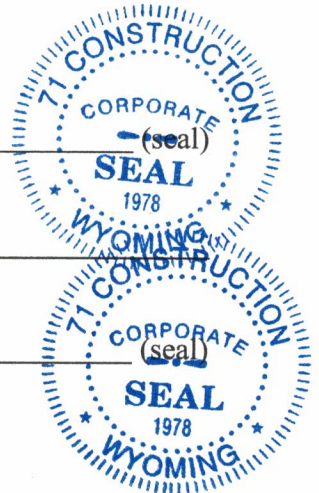
Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: 71 Construction
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: IAN C. ALVSTAD
Ast. Sec.
(Title)



Attest: SCOTT OSMAN

Business Address: 7072 Barton Dr.
Casper, WY 82604

Phone Number: 307-235-2922

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)



BID SCHEDULE
N 3RD STREET IMPROVEMENTS PROJECT
BID DATE: November 12th, 2025 @ 2:00 PM MST

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in this schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with the costs of other related items. The following is a list of abbreviations for this bid schedule.

LS = Lump Sum
AC = Acre

EA = Each
SY = Square Yard

LF = Linear Feet
SF = Square Foot

Schedule A - Water Improvements					
Item	Description	Unit	Quantity	Unit Cost	Total Cost
A1	Mobilization and Bonds	LS	1	\$ 63,606.20	\$ 63,606.20
A2	8" DR18 C900 Water Main	LF	1050	\$ 123.80	\$ 129,990.00
A3	8" Ductile Iron Fittings with Mega Lugs	EA	5	\$ 3,157.10	\$ 15,785.50
A4	8" Gate Valves	EA	3	\$ 9,434.55	\$ 28,303.65
A5	16" DR18 C900 PVC Pipe	LF	20	\$ 165.99	\$ 3,319.80
A6	16" Ductile Iron Fittings with Mega Lugs	EA	7	\$ 6,543.08	\$ 45,801.56
A7	Fire Hydrant Assemblies	EA	4	\$ 20,723.62	\$ 82,894.48
A8	1" Water Service Replacement	EA	25	\$ 2,858.05	\$ 71,451.25
A9	Connect to Existing Water	EA	3	\$ 13,020.37	\$ 39,061.11
A10	Foundation Material	CY	120	\$ 77.09	\$ 9,250.80
A11	Imported Select Backfill	CY	250	\$ 36.74	\$ 9,190.00
A12	Controlled Density Flow Fill	CY	10	\$ 326.88	\$ 3,268.80
A13	Landscaping Repair	LS	1	\$ 25,164.39	\$ 25,164.39
A14	Traffic Control	LS	1	\$ 10,257.22	\$ 10,257.22
A15	Force Account	FA	25000	\$ 1.00	\$ 25,000.00
Subtotal - Bid Schedule A					\$562,344.76

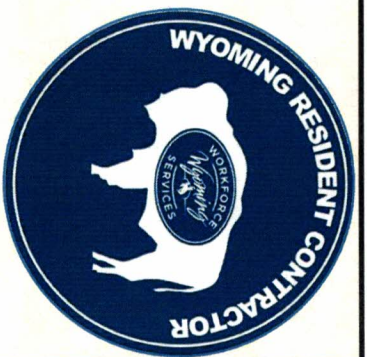
Schedule B - Surface Improvements					
Item	Description	Unit	Quantity	Unit Cost	Total Cost
B1	Mobilization and Bonds	LS	1	\$ 103,337.78	\$ 103,337.78
B2	Concrete Valley Pans/Driveway Approaches/Alley Aprons	SY	300	\$ 301.69	\$ 90,507.00
B3	Fillets	EA	6	\$ 5,802.67	\$ 34,816.02
B4	Concrete Sidewalk	LF	850	\$ 100.31	\$ 85,263.50
B5	Concrete Curb and Gutter	LF	2200	\$ 59.89	\$ 131,758.00
B6	Subgrade Repair	CY	100	\$ 219.17	\$ 21,917.00
B7	4" Asphalt with 8" Grading 'W' Base Course	SY	5500	\$ 71.12	\$ 391,160.00
B8	Geotextile Fabric	SY	5500	\$ 7.32	\$ 40,260.00
B9	ADA Ramps	EA	10	\$ 5,807.13	\$ 58,071.30
B10	Traffic Control	LS	1	\$ 10,257.22	\$ 10,257.22
B11	Force Account	FA	25000	\$ 1.00	\$ 25,000.00
Subtotal - Bid Schedule B					\$ 992,347.82

Subtotal Schedule A	\$ 562,344.76
Subtotal Schedule B	\$ 992,347.82
Total Base Bid	\$ 1,554,692.58



STATE OF WYOMING

CERTIFICATE OF RESIDENCY



Contractor Number: 0056

THIS CERTIFIES THAT:

71 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 13TH DAY OF MAY TWO THOUSAND AND 25

Lee Williams

Lee Williams, Business Consultant Manager

EXPIRATION DATE: 5/12/2026



CERTIFICATE SERIAL NUMBER: 1305202583

To verify the authenticity of the certificate,
please contact our office at 307-777-7261 or visit
dws.wyo.gov/dws-division/labor-standards

**STANDARD
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, 71 Construction
as Principal, and Nationwide Mutual Insurance Company Surety, are hereby held and firmly
bound, pursuant to Wyoming Statute Section 15-1-113(f), unto the City of Douglas, as OWNER,
in the penal sum of Five Percent of Amount Bid
Dollar(s) (\$ 5%) for the payment of which, well and truly to be made, we
hereby jointly and severally bind ourselves, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to
the City of Douglas, a certain BID, whereby it has offered to enter into an Agreement in
writing with OWNER, for the City of Douglas — N. 3rd Street Improvements Project

NOW, THEREFORE,

- A. If said BID shall be rejected; or,
- B. If said BID shall be accepted and the Principal shall execute and deliver the
Agreement to OWNER within ten (10) days after Notice of Award (which shall
constitute presentation of the Agreement to the Principal for the purpose of
execution) and shall furnish Bonds in forms furnished by OWNER for Principal's
faithful performance of said Agreement and for the payment of all persons
performing labor or furnishing materials in connection therewith, and shall
otherwise proceed with the performance of said Agreement, then this obligation
shall be void, otherwise the same shall remain in full force and effect and
OWNER may proceed against the BOND. It is expressly understood and agreed,
however, that the liability of 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 be in no way impaired or affected by an extension of the time within which
the OWNER may accept such BID, to a maximum of sixty (60) days after its submission to
OWNER; 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, this 10th day of November, 2025.

BB - 1

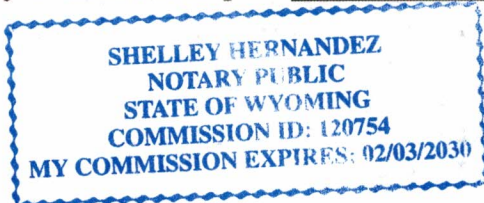
Attest: Shelley Osmer
Secretary or Authorized Witness for Corporate Bidder



State of Wyoming)
) ss.
County of Natrona)

The foregoing Bid Bond was executed before me by Ian C Alrstad
on behalf of 71 Construction, this 12th day of November, 2025.

My Commission Expires: 02-03-2030



State of Wyoming)
) ss.
County of Natrona)

The foregoing Bid Bond was executed before me by Janece L. Wilhelm
who represented that he/she was the Attorney-in-Fact for the above named Surety, this
10th day of November, 2025.

My Commission Expires: March 18, 2028

71 Construction
Principal(Corporation, Partnership, Individual)

BY: Ian C Alrstad
(Authorized Representative or Partnership)

IAN C. ALVSTAD
(Print or Type Name)
7072 Barton Dr.
Casper, WY 82604
(Address)

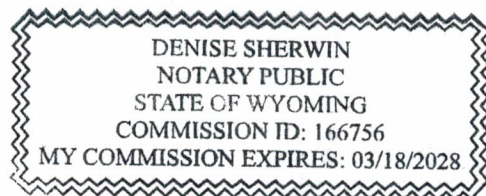
Shelley Hernandez
Notary Public

Nationwide Mutual Insurance Company
Surety

BY: Janece L. Wilhelm
Attorney-in-Fact for Surety
Janece L. Wilhelm, Attorney-in-Fact
One West Nationwide Blvd., 1-14-301
(Address)
Columbus, OH 43215-2220



Denise Sherwin
Notary Public Denise Sherwin



BB - 2

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

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

Janece L. Wilhelm

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 on the date thereof any and all: (i) bonds and undertakings; (ii) Proposal Bonds; (iii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

Surety Bond Number: Bid Bond
Principal: 71 Construction
Obligee: City of Douglas

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 1st day of April, 2024.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, 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.

Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026



Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, 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 10th day of

November 2025



Assistant Secretary



EXHIBIT "A"
STANDARD
BID FORM

PROJECT IDENTIFICATION: City of Douglas – North 3rd Street Improvements Project

THIS BID SUBMITTED TO: City of Douglas (OWNER)
101 North 4th Street
P.O. Box 1030
Douglas, Wyoming 82633

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents and to substantially complete all Work as specified or indicated in the Contract Documents for the Contract Price.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Bond. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and deliver counterparts of the Agreement, the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of OWNER's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents and the following addenda, receipt of all which is hereby acknowledged:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

- B. 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 been such independent investigations as Bidder deems necessary;
- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5. Bidder may bid any or all schedules and will complete the Work for the bid schedule price(s) based upon materials actually furnished and installed and services actually provided, based on the lump sum and unit prices provided in the itemized bid schedule(s).
6. Bidder agrees that the work for the City of Douglas will be as provided above, substantially and finally completed.
7. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close to an estimate as possible to the actual damages. Any exceptions or objections to this provision are stated in writing and attached hereby by Bidder.
8. The following documents are attached to and made a condition of this Bid:

Required Bid Security in the form of a Bid Bond.
Certificate of Residency (if applicable)

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: 401 E 2nd St,

Gillette WY, 82718

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, as modified by the Supplementary Conditions.

Submitted on November 12, 2025.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Falcon Construction LLC (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Stephanie M Member (seal)
(Title)

(Seal)
Attest: Viridiana Garibay

Business Address: 401 E. 2nd St. PO BOX 7280
Gillette Wy 82717

Phone Number: 307-689-4888

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

BID SCHEDULE
N 3RD STREET IMPROVEMENTS PROJECT
BID DATE: November 12th, 2025 @ 2:00 PM MST

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in this schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with the costs of other related items. The following is a list of abbreviations for this bid schedule.

LS = Lump Sum	EA = Each	LF = Linear Feet
AC = Acre	SY = Square Yard	SF = Square Foot

Schedule A - Water Improvements						
Item	Description	Unit	Quantity	Unit Cost	Total Cost	
A1	Mobilization and Bonds	LS	1	\$ 8,500.00	\$	35,300.00
A2	8" DR18 C900 Water Main	LF	1050	\$ 90.00	\$	94,500.00
A3	8" Ductile Iron Fittings with	EA	5	\$ 1,850.00	\$	9,250.00
A4	Mega Lugs	EA	3	\$ 3,500.00	\$	10,500.00
A5	8" Gate Valves	LF	20	\$ 175.00	\$	3,500.00
A6	16" DR18 C900 PVC Pipe	EA	7	\$ 3,975.00	\$	27,825.00
A7	Fire Hydrant Assemblies	EA	4	\$ 8,900.00	\$	35,600.00
A8	1" Water Service Replacement	EA	25	\$ 3,500.00	\$	87,500.00
A9	Connect to Existing Water	EA	3	\$ 2,500.00	\$	7,500.00
A10	Foundation Material	CY	120	\$ 125.00	\$	15,000.00
A11	Imported Select Backfill	CY	250	\$ 75.00	\$	18,750.00
A12	Controlled Density Flow Fill	CY	10	\$ 225.00	\$	2,250.00
A13	Landscaping Repair	LS	1	\$ 1,500.00	\$	1,500.00
A14	Traffic Control	LS	1	\$ 18,750.00	\$	18,750.00
A15	Force Account	FA	25000	\$ 1.00	\$	25,000.00
Subtotal-Bid Schedule A					\$	392,725.00

Schedule B - Surface Improvements					
Item	Description	Unit	Quantity	Unit Cost	Total Cost
B1	Mobilization and Bonds	LS	1	\$ 8,750.00	\$ 39,250.00
B2	Concrete Valley Pans/Driveway Approaches/Alley Aprons	SY	300	\$ 140.00	\$ 42,000.00
B3	Filleets	EA	6	\$ 780.00	\$ 4,680.00
B4	Concrete Sidewalk	LF	850	\$ 25.00	\$ 21,250.00
B5	Concrete Curb and Gutter	LF	2200	\$ 38.00	\$ 83,600.00
B6	Subgrade Repair	CY	100	\$ 50.00	\$ 5,000.00
B7	4" Asphalt with 8" Grading 'W' Base Course	SY	5500	\$ 54.00	\$ 297,000.00
B8	Geotextile Fabric	SY	5500	\$ 16.00	\$ 88,000.00
B9	ADA Ramps	EA	10	\$ 1,500.00	\$ 15,000.00
B10	Traffic Control	LS	1	\$ 19,750.00	\$ 19,750.00
B11	Force Account	FA	25000	\$ 1.00	\$ 25,000.00
Subtotal - Bid Schedule B					\$ 640,530.00

Subtotal Schedule A	\$ 392,725.00
Subtotal Schedule B	\$ 640,530.00
Total Base Bid	\$ 1,033,255.00

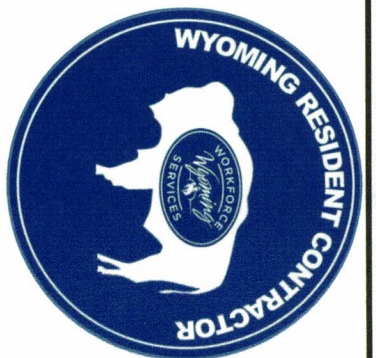
Total Base Bid

One million thirty-three thousand two hundred fifty-five and 00/100



STATE OF WYOMING

CERTIFICATE OF RESIDENCY



Contractor Number: 1901

FALCON 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 29th DAY OF APRIL TWO THOUSAND AND 25


Michele Johnson, Program Manager

EXPIRATION DATE: 4/28/2026



To verify the authenticity of the certificate,
please contact our office at 307-777-7261 or visit
wyomingworkforce.org/businesses/labor/info

CERTIFICATE SERIAL NUMBER: 2904202599

Bid Bond



AIA

Document A310™ – 2010

CONTRACTOR:*(Name, legal status and address)***FALCON CONSTRUCTION, LLC****2 Cold Springs Court****Gillette, WY 82718****OWNER:***(Name, legal status and address)***City of Douglas****101 N. 4th Street****Douglas, WY 82633****SURETY:***(Name, legal status and principal place of business)***NGM Insurance Company****4601 Touchton Road East****Jacksonville, FL 32246****Bid Bond No. NGM00216**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of the Bid Amount (5.00% of Bid Amount)**PROJECT:***(Name, location or address, and Project number, if any)***North 3rd Street Improvements Project**

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.

Signed and sealed this 12th day of November, 2025.

Viridiana Garibay
(Witness)

Alayna Hammer
(Witness)

FALCON CONSTRUCTION, LLC**(Principal)****(Title)****NGM Insurance Company****(Surety)****(Title) Connie Smith, Attorney-in-fact****(Seal)****(Seal)**

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POWER OF ATTORNEY

KNOW ALL PARTIES BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Michael Douglas, Eliot Motu, Samuel Duchow, Kory Mortel, Connie Smith, Christopher Kemp, Julia Douglas, Chris Steinagel** _____

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Fifty Million Dollars (\$50,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Secretary and its corporate seal to be hereto affixed this 9th day of October, 2024.

NGM INSURANCE COMPANY By:

Lauren K. Powell

Vice President, Corporate Secretary



State of Wisconsin,
County of Dane.

On this 9th day of October, 2024, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 9th day of October, 2024.

My Commission Expires February 8, 2027



I, Nathan Hoyt, Assistant Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this 12th day of November, 2025.

Nathan Hoyt, Assistant Vice President



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.

AIA® Document A305® – 2020

Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

SUBMITTED BY:

(Organization name and address.)

Falcon Construction LLC
401 E 2nd St
PO Box 7280
Gillette WY 82717

SUBMITTED TO:

(Organization name and address.)

City Of Douglas
101 North 4th Street,
P.O. Box 1030
Douglas, WY 82633

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TYPE OF WORK TYPICALLY PERFORMED

(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)

General Contracting

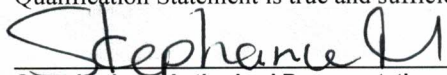
THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:

(Check all that apply.)

- ☒ Exhibit A – General Information
- ☒ Exhibit B – Financial and Performance Information
- ☒ Exhibit C – Project-Specific Information
- ☒ Exhibit D – Past Project Experience
- ☐ Exhibit E – Past Project Experience (Continued)

CONTRACTOR CERTIFICATION

The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.



Organization's Authorized Representative
Signature

11.12.25

Date

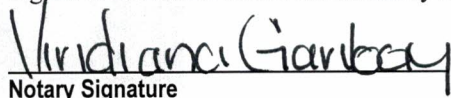
Stephanie Moina - Member
Printed Name and Title

NOTARY

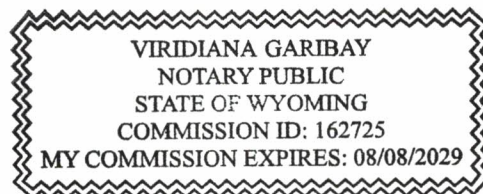
State of: Wyoming

County of: Campbell

Signed and sworn to before me this 12 day of November, 2025



Notary Signature



My commission expires: 08/08/2029

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User Notes:

(1182360888)

AIA® Document A305® – 2020 Exhibit A

General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by **Falcon Construction LLC** and dated the **12** day of **November** in the year **2025**
(In words, indicate day, month and year.)

§ A.1 ORGANIZATION

§ A.1.1 Name and Location

§ A.1.1.1 Identify the full legal name of your organization.

Falcon Construction LLC

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

N/A

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

N/A

§ A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

401 E. 2nd St
PO BOX 7280
Gillette Wy 82717

§ A.1.2 Legal Status

§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

Limited Liability S Corp

- .1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.

Wyoming

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

- .2 If your organization is a partnership, identify its partners and its date of organization.

N/A

- .3 If your organization is individually owned, identify its owner and date of organization.

Stephanie Molina

- .4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:

N/A

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

N/A

§ A.1.3 Other Information

§ A.1.3.1 How many years has your organization been in business?

6

§ A.1.3.2 How many full-time employees work for your organization?

60

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

238110, 236115, 236220

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

N/A

§ A.2 EXPERIENCE

§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ A.2.2 State your organization's total dollar value of work currently under contract.

13,000,000.00

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

5,000,000.00

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

12,000,000.00

§ A.3 CAPABILITIES

§ A.3.1 List the categories of work that your organization typically self-performs.

Structural, Framing, Flatwork, Excavation, Water and Sewer. Roofing, Siding, Concrete, Paving, Demolition.

§ A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

Skilled labor force, multiple concrete awards from the Association of Wyoming, mandatory weekly safety meeting, participation of random drug test . Safety and quality are our main focus.

§ A.3.3 Does your organization provide design collaboration or pre-construction services? If so, describe those services.

No

§ A.3.4 Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

No

§ A.3.5 Does your organization use a project management information system? If so, identify that system.

Buildertrend

§ A.4 REFERENCES

§ A.4.1 Identify three client references:

(Insert name, organization, and contact information)

Hot Iron Inc
1951 Oil Dr
Gillette Wy 82716
Rafael Del Toro
307)689-4130

Action Energy
Josh & Stephanie Wofford
307)527-4321

Colson Construction
Jack Colson
918) 760-0800

§ A.4.2 Identify three architect references:
(Insert name, organization, and contact information)

SR Consulting
Bret Wolz
307-680-82756

KLJ Engineering
Anthony Macdonald
307-6805941

Inberg-Miller Engineers
Gerald Williams
307-660-0821

§ A.4.3 Identify one bank reference:
(Insert name, organization, and contact information)

Bank of Gillette
2900 S Douglas Hwy
Gillette WY 82718
Josh Richardson
307-685-2702

§ A.4.4 Identify three subcontractor or other trade references:
(Insert name, organization, and contact information)

Action Energy
Stephanie Wofford
307)680-4321

Joe's Plumbing and Heating
Chad Renken
307)680-3851

Connely Scenic Landscaping LLC
Adam Connely
307)660-7242

AIA® Document A305® – 2020 Exhibit B

Financial and Performance Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by **Falcon Construction LLC** and dated the **12** day of **November** in the year **2025**
(In words, indicate day, month and year.)

§ B.1 FINANCIAL

§ B.1.1 Federal tax identification number:

83-4250472

§ B.1.2 Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization's latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

§ B.1.3 Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

No

§ B.1.4 Identify your organization's preferred credit rating agency and identification information.

(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization's identification number or other method of searching your organization's credit rating with such agency.)

TransUnion

§ B.2 DISPUTES AND DISCIPLINARY ACTIONS

§ B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than \$75,000?

(If the answer is yes, provide an explanation.)

No

§ B.2.2 In the last five years has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:

(If the answer to any of the questions below is yes, provide an explanation.)

.1 failed to complete work awarded to it?

No

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

- .2 been terminated for any reason except for an owners' convenience?

No

- .3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than \$75,000?

No

- .4 filed any lawsuits or requested arbitration regarding a construction project?

No

§ B.2.3 In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:

(If the answer to any of the questions below is yes, provide an explanation.)

- .1 been convicted of, or indicted for, a business-related crime?

No

- .2 had any business or professional license subjected to disciplinary action?

No

- .3 been penalized or fined by a state or federal environmental agency?

No

AIA® Document A305® – 2020 Exhibit C

Project Specific Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by Falcon Construction LLC and dated the 05 day of November in the year 2025
(In words, indicate day, month and year.)

PROJECT:

(Name and location or address.)

North 3rd Street Improvements Project
Project No. 24-059

CONTRACTOR'S PROJECT OFFICE:

(Identify the office out of which the contractor proposes to perform the work for the Project.)

401 E. 2nd St
Gillette Wy 82717

TYPE OF WORK SOUGHT

(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

General Contractor

CONFLICT OF INTEREST

Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

None

§ C.1 PERFORMANCE OF THE WORK

§ C.1.1 When was the Contractor's Project Office established?

November 2018

§ C.1.2 How many full-time field and office staff are respectively employed at the Contractor's Project Office?

60

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

§ C.1.3 List the business license and contractor license or registration numbers for the Contractor's Project Office that pertain to the Project.

General Contractor #3652

§ C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

Stephanie Molina Office Manager
Eduardo Molina- Master Of Records/ Superintendent
Chad E. Gilbert- Superintendent/ Safety Officer
Ryan Kemerling - Estimator/ Project Manager

§ C.1.5 Identify portions of work that you intend to self-perform on this Project.

The project consists of approximately 950 LF of 8-inch C900 DR18 PVC water pipe along with the associated fittings, water services, fully reconstructed including new sidewalks, curb and gutter, driveway approaches, alley aprons, valley gutters, and new asphalt.

§ C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the Project.

Suppliers:
Croell Inc
Core & Main
Douglas Quarry

§ C.2 EXPERIENCE RELATED TO THE PROJECT

§ C.2.1 Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

§ C.2.2 State the total dollar value of work currently under contract at the Contractor's Project Office:

Approximately 13,000,000.00

§ C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

Approximately 5,000,000.00

§ C.2.4 State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.

12,000,000.00

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User Notes:

(793791053)

§ C.2.5 List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

35,000,000.00

§ C.3 SAFETY PROGRAM AND RECORD

§ C.3.1 Does the Contractor's Project Office have a written safety program?

Yes

§ C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.

None

§ C.3.3 Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.

§ C.4 INSURANCE

§ C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

§ C.4.2 If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?

No

§ C.4.3 Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.2? If so, identify.

No

§ C.5 SURETY

§ C.5.1 If requested, will your organization be able to provide a performance and payment bond for this Project?

Yes

§ C.5.2 Surety company name:

NGM Insurance Company

§ C.5.3 Surety agent name and contact information:

Alayna Hammer 715-377-8230

§ C.5.4 Total bonding capacity:

5,000,000

§ C.5.5 Available bonding capacity as of the date of this qualification statement:

2,600,000



November 18, 2025

JD Cox, City Manager
City of Douglas
P.O. Box 1030
Douglas, Wyoming 82633

Re: Recommendation of Award – N. 3rd Street Improvements Project

Dear Mr. Cox:

Bids were received for the N. 3rd Street Improvements Project on November 12th, 2025 at 2:00 PM MST. A total of six (6) bids were received ranging in price from \$1,033,255.00 to \$1,554,692.58 for the Total Base Bid. A detailed breakdown of the bids is provided in the enclosed bid tabulation. The low bidder was Falcon Construction LLC with a total base bid of \$1,033,255.00. There were no alternate bid items on this project. The engineer's estimate for this project was \$1,200,000.00.

We have thoroughly reviewed the bid provided by Falcon Construction LLC, and several significant discrepancies were identified in Falcon Construction LLC's bid. The discrepancies involved either a unit cost/total cost calculation error or included the wrong description for the bid item. The discrepancies were resolved as instructed in the contract documents for the unit cost/total cost items, and the bid item description discrepancies were updated with the correct descriptions. Accordingly, the corrected total base bid amount for Falcon Construction LLC's bid is \$975,955.00. Given numerous discrepancies that amounted to a significant total base bid adjustment, Falcon Construction LLC's bid is deemed non-responsive and should be rejected.

The next lowest bid was submitted by Ramshorn Construction, Inc. with a total base bid of \$1,258,750.00. We have thoroughly reviewed the bid provided by Ramshorn Construction, Inc. The bid was accurate and complete. There are no discrepancies in their bid and the documents were completed properly.

CEPI recommends award of the contract for the N. 3rd Street Improvements Project to Ramshorn Construction, Inc. in the full amount of \$1,258,750.00.

Please feel free to contact me if you have any questions or concerns.

Sincerely,
Civil Engineering Professionals, Inc.

A handwritten signature in black ink, appearing to read "Nicholas Larsen", written over a horizontal line.

Nicholas Larsen, P.E.

Cc: John Harbarger, Public Works Director
Enc.



Agenda Item Report

City Council – November 24, 2025

Item

Bid Award: S 4th Street (10 Minutes)

Responsible Staff Contact

John Harbarger, Blake Palmer, John Stearns

Recommendation

Recommend accepting the bid from Ramshorn Const.

Executive Summary

The City of Douglas solicited bids for the S. 4th St. water replacement project. Bids were opened on November 5th at 2:00pm and read publicly by the city clerk. We received 5 bids:

Ramshorn Construction-\$1,497,925.00
Wayne Coleman Const.-\$1,568,307.00
WyoDak Energy Services LLC-\$1,721,400.00
JTL Group Inc. DBA Knife River -\$1,767,971.00
JR Civil LLC-\$1,982,575.00
Engineers Estimate - \$1,699,050

All bids met the bidding requirements.

This project includes replacing the water main and services in the 100 and 200 blocks of S. 4th St. We have had numerous service line leaks and is in need of replacement.

Background

There have been numerous service line leaks on the water main on S. 4th St. and the plan is to replace the main from Center to Richards St. in phases. This section will be phase one.

Alignment to Strategic Doing (SD) and/or Other Plans

SD Commitment

SD Commitment Strategy

SD Commitment KPI

SD Outcome: Priority #2 Infrastructure Extension of Life

SD Outcome Strategy: S1 Ensure the Extension of Life of City Infrastructure

SD Outcome KPI: INRF-04 South 4th Street: Street, Water, Sewer Improvements

(Center to Pine)
2014 Master Plan
2015 Downtown Master Plan

Budget/Fiscal Impact

Fund/Department Improvements other than Buildings, 31-5409-6544 & 56-5560-6544
Project/Line Item(s) S. 4th St, Center to Pine
Budgeted Amount \$3770,994.00
Anticipated Amount \$1,497,925.00

Action Requested/Recommended Motion

Recommend accepting the bid from Ramshorn Construction in the amount of \$1,497,925.00 and authorize the city manager to approve any change orders up to \$15,000 and sign all associated documents.

Attachments

1. Recommendation for Award
2. Bid Tabulation with Engineers Estimate
3. Ramshorn Construction
4. WCCI
5. WyoDak Energy Services LLC
6. JR Civil
7. Knife River Construction



November 7, 2025

JD Cox, City Manager
City of Douglas
P.O. Box 1030
Douglas, Wyoming 82633

Re: Recommendation of Award – S. 4th Street Improvements Project

Dear Mr. Cox:

Bids were received for the S. 4th Street Improvements Project on November 5th, 2025 at 2:00 PM MST. A total of five (5) bids were received ranging in price from \$1,499,900.00 to \$1,982,575.00 for the Total Base Bid. A detailed breakdown of the bids is provided in the enclosed bid tabulation. The low bidder was Ramshorn Construction, Inc. with a total base bid of \$1,982,575.00. There were no alternate bid items on this project. The engineer's estimate for this project was \$1,699,050.00.

We have thoroughly reviewed the bid provided by Ramshorn Construction Inc.; one discrepancy was identified in Ramshorn Construction, Inc.'s bid. The discrepancy was resolved as described in the contract documents. Accordingly, the corrected total base bid amount is \$1,497,925.00.

After applying this correction and verifying all other bid documents, Ramshorn Construction, Inc remains the low bidder. Therefore, CEPI recommends award of the contract for the S. 4th Street Improvements Project to Ramshorn Construction, Inc. in the full amount of \$1,497,925.00

Please feel free to contact me if you have any questions or concerns.

Sincerely,
Civil Engineering Professionals, Inc.

A handwritten signature in blue ink, appearing to read "Nick Larsen", is positioned above the printed name.

Nick Larsen, P.E.

Cc: John Harbarger, Public Works Director
Enc.

BID TABULATION
S. 4th Street Improvements Project
November 5th, 2025 @ 2:00 PM MST

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in this schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with the costs of other related items. The following is a list of abbreviations for this bid schedule.

LS = Lump Sum EA = Each LF = Linear Feet AC = Acre
SY = Square Yard SF = Square Foot CY = Cubic Yard Ton = Ton

Schedule A - Water Improvements				RAMSHORN CONSTRUCTION, INC.		WAYNE COLEMAN CONSTRUCTION, INC.		WYODAK ENERGY SERVICES, LLC		JTL GROUP INC. DBA KNIFE RIVER		JR CIVIL, LLC		ENGINEERS ESTIMATE	
Item	Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
A1	Mobilization and Bonds	LS	1	\$51,000.00	\$51,000.00	\$80,550.00	\$80,550.00	\$25,782.19	\$25,782.19	\$138,615.00	\$138,615.00	\$102,500.00	\$102,500.00	\$55,000.00	\$55,000.00
A2	12" DR18 C900 Water Main	LF	1760	\$155.00	\$272,800.00	\$136.00	\$239,360.00	\$173.42	\$305,219.20	\$111.00	\$195,360.00	\$200.00	\$352,000.00	\$130.00	\$228,800.00
A3	Lugs	EA	15	\$2,000.00	\$30,000.00	\$4,000.00	\$60,000.00	\$5,193.86	\$77,907.90	\$1,587.00	\$23,805.00	\$3,050.00	\$45,750.00	\$2,500.00	\$37,500.00
A4	12" Gate Valves	EA	5	\$10,000.00	\$50,000.00	\$7,800.00	\$39,000.00	\$11,717.68	\$58,588.40	\$7,146.00	\$35,730.00	\$8,000.00	\$40,000.00	\$5,500.00	\$27,500.00
A5	8" DR18 C900 Water Main	LF	20	\$100.00	\$2,000.00	\$110.00	\$2,200.00	\$137.07	\$2,741.40	\$126.50	\$2,530.00	\$150.00	\$3,000.00	\$90.00	\$1,800.00
A6	Lugs	EA	6	\$2,500.00	\$15,000.00	\$3,100.00	\$18,600.00	\$3,303.32	\$19,819.92	\$662.00	\$3,972.00	\$2,150.00	\$12,900.00	\$2,700.00	\$16,200.00
A7	8" Gate Valves	EA	1	\$7,500.00	\$7,500.00	\$5,500.00	\$5,500.00	\$7,100.06	\$7,100.06	\$5,000.00	\$5,000.00	\$6,060.00	\$6,060.00	\$4,500.00	\$4,500.00
A8	Main	LF	100	\$55.00	\$5,500.00	\$132.00	\$13,200.00	\$150.64	\$15,064.00	\$136.00	\$13,600.00	\$150.00	\$15,000.00	\$90.00	\$9,000.00
A9	Fire Hydrant Assemblies	EA	6	\$15,000.00	\$90,000.00	\$14,500.00	\$87,000.00	\$21,561.27	\$129,367.62	\$15,400.00	\$92,400.00	\$20,000.00	\$120,000.00	\$11,000.00	\$66,000.00
A10	4" Fire Line Assembly with Valve	EA	1	\$15,000.00	\$15,000.00	\$10,500.00	\$10,500.00	\$17,782.78	\$17,782.78	\$8,233.00	\$8,233.00	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00
A11	1" Trenchless Water Service Replacement	EA	25	\$2,500.00	\$62,500.00	\$3,050.00	\$76,250.00	\$4,791.87	\$119,796.75	\$7,555.00	\$188,875.00	\$4,000.00	\$100,000.00	\$3,000.00	\$75,000.00
A12	1" Water Meter Pit	EA	1	\$2,850.00	\$2,850.00	\$4,100.00	\$4,100.00	\$4,767.12	\$4,767.12	\$2,610.00	\$2,610.00	\$4,500.00	\$4,500.00	\$3,000.00	\$3,000.00
A13	Connect to Existing Water	EA	6	\$6,000.00	\$36,000.00	\$10,000.00	\$60,000.00	\$16,830.70	\$100,984.20	\$3,050.00	\$18,300.00	\$6,000.00	\$36,000.00	\$4,500.00	\$27,000.00
A12	Sanitary Sewer Abandonment	EA	1	\$2,500.00	\$2,500.00	\$7,800.00	\$7,800.00	\$3,309.54	\$3,309.54	\$3,830.00	\$3,830.00	\$7,500.00	\$7,500.00	\$2,500.00	\$2,500.00
A14	Foundation Material	CY	200	\$100.00	\$20,000.00	\$94.00	\$18,800.00	\$76.80	\$15,360.00	\$125.00	\$25,000.00	\$20.00	\$4,000.00	\$70.00	\$14,000.00
A15	Imported Select Backfill	CY	500	\$75.00	\$37,500.00	\$103.00	\$51,500.00	\$42.07	\$21,035.00	\$74.00	\$37,000.00	\$150.00	\$75,000.00	\$50.00	\$25,000.00
A16	Controlled Density Flow Fill	CY	10	\$200.00	\$2,000.00	\$315.00	\$3,150.00	\$321.34	\$3,213.40	\$238.00	\$2,380.00	\$600.00	\$6,000.00	\$250.00	\$2,500.00
A17	Traffic Control	LS	1	\$35,000.00	\$35,000.00	\$30,000.00	\$30,000.00	\$40,431.74	\$40,431.74	\$21,847.00	\$21,847.00	\$40,000.00	\$40,000.00	\$25,000.00	\$25,000.00
A18	Landscaping Repair	LS	1	\$25,000.00	\$25,000.00	\$40,000.00	\$40,000.00	\$22,493.99	\$22,493.99	\$19,150.00	\$19,150.00	\$35,000.00	\$35,000.00	\$15,000.00	\$15,000.00
A19	Force Account	FA	25000	\$1.00	\$25,000.00	\$1.00	\$25,000.00	\$1.00	\$25,000.00	\$1.00	\$25,000.00	\$1.00	\$25,000.00	\$1.00	\$25,000.00
Schedule A Subtotal					\$787,150.00		\$872,510.00		\$1,015,765.21		\$863,237.00		\$1,042,210.00		\$670,300.00

Schedule B - Surface Improvements				RAMSHORN CONSTRUCTION, INC. *		WAYNE COLEMAN CONSTRUCTION, INC.		WYODAK ENERGY SERVICES, LLC		JTL GROUP INC. DBA KNIFE RIVER		JR CIVIL, LLC		ENGINEERS ESTIMATE	
Item	Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
B1	Mobilization and Bonds	LS	1	\$46,000.00	\$46,000.00	\$50,307.00	\$50,307.00	\$31,283.33	\$31,283.33	\$85,660.00	\$85,660.00	\$93,300.00	\$93,300.00	\$65,000.00	\$65,000.00
B2	Concrete Valley Pans/Driveway Approaches/Alley Aprons	SY	50	\$200.00	\$10,000.00	\$133.00	\$6,650.00	\$249.37	\$12,468.50	\$378.00	\$18,900.00	\$345.00	\$17,250.00	\$150.00	\$7,500.00
B3	Miscellaenous Concrete Sidewalk	LF	250	\$100.00	\$25,000.00	\$60.00	\$15,000.00	\$214.48	\$53,620.00	\$155.00	\$38,750.00	\$140.00	\$35,000.00	\$75.00	\$18,750.00
B4	4" Asphalt with 10" Grading 'W' Base Course	SY	3700	\$68.00	\$251,600.00	\$72.50	\$268,250.00	\$67.96	\$251,452.00	\$102.00	\$377,400.00	\$90.00	\$333,000.00	\$130.00	\$481,000.00
B5	2" Cold Milling	SY	4200	\$5.00	\$21,000.00	\$5.50	\$23,100.00	\$6.52	\$27,384.00	\$5.00	\$21,000.00	\$8.00	\$33,600.00	\$6.00	\$25,200.00
B6	Subgrade Repair	CY	200	\$70.00	\$14,000.00	\$140.00	\$28,000.00	\$168.26	\$33,652.00	\$169.00	\$33,800.00	\$188.00	\$37,600.00	\$75.00	\$15,000.00
B7	Geotextile Paving Fabric	SY	7900	\$10.00	\$79,000.00	\$8.60	\$67,940.00	\$9.72	\$76,788.00	\$9.00	\$71,100.00	\$13.00	\$102,700.00	\$9.00	\$71,100.00
B8	2" Asphalt Pavement Overlay	SY	7900	\$26.25	\$207,375.00	\$20.75	\$163,925.00	\$22.36	\$176,644.00	\$25.00	\$197,500.00	\$27.00	\$213,300.00	\$35.00	\$276,500.00
B9	Concrete Collar Adjustment	EA	4	\$2,000.00	\$8,000.00	\$2,350.00	\$9,400.00	\$2,020.11	\$8,080.44	\$1,431.00	\$5,724.00	\$3,300.00	\$13,200.00	\$1,500.00	\$6,000.00
B10	Traffic Control	LS	1	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$4,492.42	\$4,492.42	\$14,250.00	\$14,250.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
B11	Pavement Striping	LS	1	\$6,000.00	\$6,000.00	\$8,625.00	\$8,625.00	\$1,823.23	\$1,823.23	\$13,200.00	\$13,200.00	\$8,725.00	\$8,725.00	\$10,000.00	\$10,000.00
B12	Thermoplastic Crosswalk	LS	1	\$2,800.00	\$2,800.00	\$9,600.00	\$9,600.00	\$2,947.55	\$2,947.55	\$2,450.00	\$2,450.00	\$2,690.00	\$2,690.00	\$2,700.00	\$2,700.00
B13	Force Account	FA	25000	\$1.00	\$25,000.00	\$1.00	\$25,000.00	\$1.00	\$25,000.00	\$1.00	\$25,000.00	\$1.00	\$25,000.00	\$1.00	\$25,000.00
				Schedule B Subtotal		\$710,775.00		\$695,797.00		\$705,635.47		\$904,734.00		\$940,365.00	
				Total Base Bid		\$1,497,925.00		\$1,568,307.00		\$1,721,400.68		\$1,767,971.00		\$1,982,575.00	
														\$1,028,750.00	
														\$1,699,050.00	

ADDENDUM #1

To the

BIDDING AND CONTRACT DOCUMENTS

For the

SOUTH 4TH STREET IMPROVEMENTS PROJECT Project No. 24-060

Prepared for:
City of Douglas
101 North Fourth St.
Douglas, WY 82633

Date of the Addendum October 31, 2025

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED:



Nick Larsen, Project Manager

ACKNOWLEDGEMENT OF RECEIPT OF
ADDENDUM

RAMSHORN CONSTRUCTION INC.

Company

TYLER BODILY

Name



Signature

PRESIDENT

Title

OCTOBER 31, 2025

Receipt Date

ADDENDUM #1

To the

BIDDING AND CONTRACT DOCUMENTS

For the

SOUTH 4TH STREETIMPROVEMENTS PROJECT Project No. 24-060

Date of the Addendum October 31, 2025

This Addendum No. 1 to the Bidding Information and Construction Specifications and the Drawings is hereby made a part of the Contract Documents, for the above-entitled project, to the same extent as though it were originally contained therein.

All bidders are expected to thoroughly examine each item enumerated herein, regardless of its apparent application and shall be responsible for furnishing all labor and materials required in the division of work that the items indicate.

1. GENERAL INFORMATION

- A.** It is acceptable to detour traffic around the area of work on S. 4th St.
- B.** There is an abandoned 4" waterline on the east side of the existing 12" waterline in the project area of S. 4th St.

2. SECTION I – BID DOCUMENT

- A. Bid Schedule: DELETE** the "Bid Schedule" and **REPLACE** with the attached "Bid Schedule – Addendum 1." The new bid schedule adds an item for pavement striping.

3. SECTION II – CONTRACT DOCUMENTS

- A. Standard Agreement Between Owner and Contractor: DELETE** Article 5.1.1 through Article 5.1.3 and **REPLACE** with the following:

- 5.1.1** Progress Payments will be made in an amount equal to ninety-five percent (95%) of the work completed, and ninety-five percent (95%) 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 in order to withhold such amounts where retainage is equal to five percent (5%) of any work completed throughout the project and of the Total Contract Price.

ADDENDUM #2

To the

BIDDING AND CONTRACT DOCUMENTS

For the

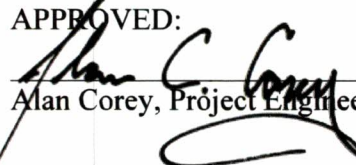
**SOUTH 4TH STREET
IMPROVEMENTS PROJECT
Project No. 24-060**

**Prepared for:
City of Douglas
101 North Fourth St.
Douglas, WY 82633**

Date of the Addendum November 3, 2025

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED:


Alan Corey, Project Engineer

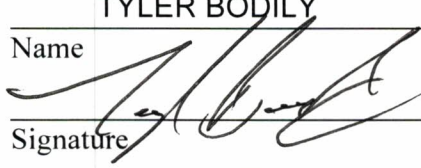
ACKNOWLEDGEMENT OF RECEIPT OF
ADDENDUM

RAMSHORN CONSTRUCTION INC.

Company

TYLER BODILY

Name


Signature

PRESIDENT

Title

November 3, 2025

Receipt Date

EXHIBIT "A"
STANDARD
BID FORM

PROJECT IDENTIFICATION: City of Douglas – South 4th Street Improvements Project

THIS BID SUBMITTED TO: City of Douglas (OWNER)
101 North 4th Street
P.O. Box 1030
Douglas, Wyoming 82633

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents and to substantially complete all Work as specified or indicated in the Contract Documents for the Contract Price.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Bond. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and deliver counterparts of the Agreement, the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of OWNER's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - A. Bidder has examined and carefully studied the Bidding Documents and the following addenda, receipt of all which is hereby acknowledged:

Addendum No. <u> 1 </u>	Dated <u> 10/13/2025 </u>
Addendum No. <u> 2 </u>	Dated <u> 11/03/2025 </u>
Addendum No. <u> </u>	Dated <u> </u>
 - B. 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 been such independent investigations as Bidder deems necessary;
 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5. Bidder may bid any or all schedules and will complete the Work for the bid schedule price(s) based upon materials actually furnished and installed and services actually provided, based on the lump sum and unit prices provided in the itemized bid schedule(s).
6. Bidder agrees that the work for the City of Douglas will be as provided above, substantially and finally completed.
7. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close to an estimate as possible to the actual damages. Any exceptions or objections to this provision are stated in writing and attached hereby by Bidder.
8. The following documents are attached to and made a condition of this Bid:

Required Bid Security in the form of a Bid Bond.
Certificate of Residency (if applicable)

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: RAMSHORN CONSTRUCTION INC.
P.O. BOX 2422, CASPER, WY 82602

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, as modified by the Supplementary Conditions.

Submitted on NOVEMBER 5, 2025.

Bidder is bidding as a RESIDENT (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)	
-------------------	--

Business Address: _____

Phone Number: _____

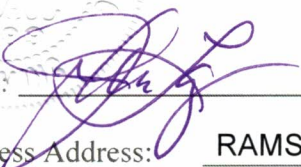
A CORPORATION OR LIMITED LIABILITY COMPANY

By: RAMSHORN CONSTRUCTION INC. (seal)
(Corporation's or Limited Liability Company's Name)

WYOMING
(State of Incorporation or Organization)

By:  (seal)
TYLER BODILY

(Title) PRESIDENT

(Seal)
Attest: 

Business Address: RAMSHORN CONSTRUCTION INC.
P.O. BOX 2422
CASPER, WY 82602

Phone Number: 307-234-6879

A JOINT VENTURE

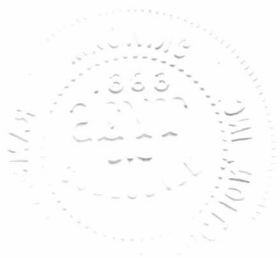
By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)



BID SCHEDULE - Addendum No. 2
S 4TH STREET IMPROVEMENTS PROJECT
BID DATE: November 5th, 2025 @ 2:00 PM MST

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in this schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with the costs of other related items. The following is a list of abbreviations for this bid schedule.

LS = Lump Sum	EA = Each	LF = Linear Feet	AC = Acre
SY = Square Yard	SF = Square Foot	CY = Cubic Yard	Ton = Ton

Schedule A - Water Improvements					
Item	Description	Unit	Quantity	Unit Cost	Total Cost
A1	Mobilization and Bonds	LS	1	51,000.00	51,000.00
A2	12" DR18 C900 Water Main	LF	1760	155.00	272,800.00
A3	12" Ductile Iron Fittings with Mega Lugs	EA	15	2,000.00	30,000.00
A4	12" Gate Valves	EA	5	10,000.00	50,000.00
A5	8" DR18 C900 Water Main	LF	20	100.00	2,000.00
A6	8" Ductile Iron Fittings with Mega Lugs	EA	6	2,500.00	15,000.00
A7	8" Gate Valves	EA	1	7,500.00	7,500.00
A8	8" DR18 C900 Irrigation Water Main	LF	100	55.00	5,500.00
A9	Fire Hydrant Assemblies	EA	6	15,000.00	90,000.00
A10	4" Fire Line Assembly with Valve	EA	1	15,000.00	15,000.00
A11	1" Trenchless Water Service Replacement	EA	25	2,500.00	62,500.00
A12	1" Water Meter Pit	EA	1	2,850.00	2,850.00
A13	Connect to Existing Water	EA	6	6,000.00	36,000.00
A12	Sanitary Sewer Abandonment	EA	1	2,500.00	2,500.00

A14	Foundation Material	CY	200	100.00	20,000.00
A15	Imported Select Backfill	CY	500	75.00	37,500.00
A16	Controlled Density Flow Fill	CY	10	200.00	2,000.00
A17	Traffic Control	LS	1	35,000.00	35,000.00
A18	Landscaping Repair	LS	1	25,000.00	25,000.00
A19	Force Account	FA	25000	\$1.00	\$ 25,000.00
Subtotal - Bid Schedule A					787,150.00

Schedule B - Surface Improvements					
Item	Description	Unit	Quantity	Unit Cost	Total Cost
B1	Mobilization and Bonds	LS	1	46,000.00	46,000.00
B2	Concrete Valley Pans/Driveway Approaches/Alley Aprons	SY	50	200.00	10,000.00
B3	Miscellaenous Concrete Sidewalk	LF	250	100.00	25,000.00
B4	4" Asphalt with 10" Grading 'W' Base Course	SY	3700	68.00	251,600.00
B5	2" Cold Milling	SY	4200	5.00	21,000.00
B6	Subgrade Repair	CY	200	70.00	14,000.00
B7	Geotextile Paving Fabric	SY	7900	10.00	79,000.00
B8	2" Asphalt Pavement Overlay	SY	7900	26.25	209,350.00
B9	Concrete Collar Adjustment	EA	4	2,000.00	8,000.00
B10	Traffic Control	LS	1	15,000.00	15,000.00
B11	Pavement Striping	LS	1	6,000.00	6,000.00
B12	Thermoplastic Crosswalk	LS	1	2,800.00	2,800.00
B13	Force Account	FA	25000	\$1.00	\$ 25,000.00
Subtotal - Bid Schedule B					712,750.00

Subtotal Schedule A	787,150.00
Subtotal Schedule B	712,750.00
Total Base Bid	\$1,499,900.00

**STANDARD
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Ramshorn Construction, Inc.
as Principal, and Merchants National Bonding, Inc. Surety, are hereby held and firmly
bound, pursuant to Wyoming Statute Section 15-1-113(f), unto the City of Douglas, as OWNER,
in the penal sum of Five Percent of Amount Bid
Dollar(s) (\$ 5%) for the payment of which, well and truly to be made, we
hereby jointly and severally bind ourselves, successors and assigns.

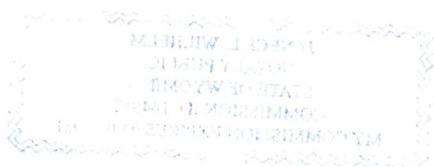
The Condition of the above obligation is such that whereas the Principal has submitted to
the City of Douglas, a certain BID, whereby it has offered to enter into an Agreement in
writing with OWNER, for the City of Douglas – South 4th Street Improvements
Project

NOW, THEREFORE,

- A. If said BID shall be rejected; or,
- B. If said BID shall be accepted and the Principal shall execute and deliver the
Agreement to OWNER within ten (10) days after Notice of Award (which shall
constitute presentation of the Agreement to the Principal for the purpose of
execution) and shall furnish Bonds in forms furnished by OWNER for Principal's
faithful performance of said Agreement and for the payment of all persons
performing labor or furnishing materials in connection therewith, and shall
otherwise proceed with the performance of said Agreement, then this obligation
shall be void, otherwise the same shall remain in full force and effect and
OWNER may proceed against the BOND. It is expressly understood and agreed,
however, that the liability of 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 be in no way impaired or affected by an extension of the time within which
the OWNER may accept such BID, to a maximum of sixty (60) days after its submission to
OWNER; 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, this 8th day of October, 2025.



Attest:

Secretary or Authorized Witness for Corporate Bidder

(Seal)

Ramshorn Construction, Inc.
Principal(Corporation, Partnership, Individual)

BY: _____
(Authorized Representative or Partnership)

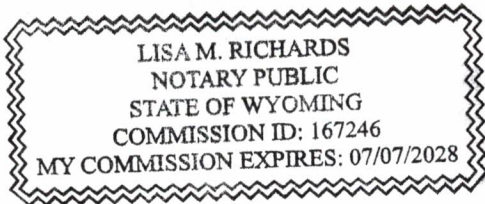
Tyler Bodily
(Print or Type Name)

P.O. Box 2422
Casper, WY 82602
(Address)

State of Wyoming)
County of Natrona) ss.

The foregoing Bid Bond was executed before me by Tyler Bodily
on behalf of Ramshorn Const., this 04 day of December, 2025.

My Commission Expires: 07/07/28



State of Wyoming)
County of Natrona) ss.

The foregoing Bid Bond was executed before me by Denise Sherwin
who represented that he/she was the Attorney-in-Fact for the above named Surety, this
8th day of October, 2025.

My Commission Expires: March 8, 2031

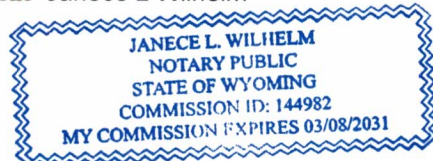
Merchants National Bonding, Inc.
Surety

BY: Denise Sherwin
Attorney-in-Fact for Surety

Denise Sherwin, Attorney-in-Fact
P.O. Box 14498
(Address)
Des Moines, IA 50306-3498



Notary Public Janece L Wilhelm



MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, **Denise Sherwin**

Surety Bond #: Bid Bond
Principal: Ramshorn Construction, Inc.
Obligee: City of Douglas

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of October, 2025.



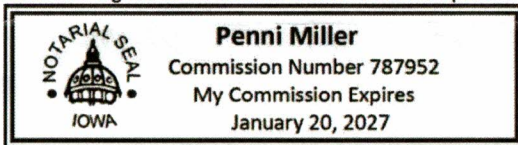
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of October, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of October, 2025.



Secretary

POA 0018 (5/25)





STATE OF WYOMING

CERTIFICATE OF RESIDENCY



Contractor Number: 0041

RAMSHORN CONSTRUCTION, INC.

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

GRANTED THIS 2ND DAY OF FEBRUARY TWO THOUSAND AND 25

A handwritten signature in black ink, appearing to read "Michele Johnson", written over a horizontal line.

Michele Johnson, Program Manager

EXPIRATION DATE: 2/1/2026

To verify the authenticity of the certificate,
please contact our office at 307-777-7261 or visit
wyomingworkforce.org/businesses/labor/info



CERTIFICATE SERIAL NUMBER: 3101202582

BID SCHEDULE - Addendum No. 2
S 4TH STREET IMPROVEMENTS PROJECT
BID DATE: November 5th, 2025 @ 2:00 PM MST

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in this schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with the costs of other related items. The following is a list of abbreviations for this bid schedule.

LS = Lump Sum
SY = Square Yard

EA = Each
SF = Square Foot

LF = Linear Feet
CY = Cubic Yard

AC = Acre
Ton = Ton

Schedule A - Water Improvements					
Item	Description	Unit	Quantity	Unit Cost	Total Cost
A1	Mobilization and Bonds	LS	1	\$80,550.00	\$80,550.00
A2	12" DR18 C900 Water Main	LF	1760	\$136.00	\$239,360.00
A3	12" Ductile Iron Fittings with Mega Lugs	EA	15	\$4,000.00	\$60,000.00
A4	12" Gate Valves	EA	5	\$7,800.00	\$39,000.00
A5	8" DR18 C900 Water Main	LF	20	\$110.00	\$2,200.00
A6	8" Ductile Iron Fittings with Mega Lugs	EA	6	\$3,100.00	\$18,600.00
A7	8" Gate Valves	EA	1	\$5,500.00	\$5,500.00
A8	8" DR18 C900 Irrigation Water Main	LF	100	\$132.00	\$13,200.00
A9	Fire Hydrant Assemblies	EA	6	\$14,500.00	\$87,000.00
A10	4" Fire Line Assembly with Valve	EA	1	\$10,500.00	\$10,500.00
A11	1" Trenchless Water Service Replacement	EA	25	\$3,050.00	\$76,250.00
A12	1" Water Meter Pit	EA	1	\$4,100.00	\$4,100.00
A13	Connect to Existing Water	EA	6	\$10,000.00	\$60,000.00
A12	Sanitary Sewer Abandonment	EA	1	\$7,800.00	\$7,800.00

A14	Foundation Material	CY	200	\$94.00	\$18,800.00
A15	Imported Select Backfill	CY	500	\$103.00	\$51,500.00
A16	Controlled Density Flow Fill	CY	10	\$315.00	\$3,150.00
A17	Traffic Control	LS	1	\$30,000.00	\$30,000.00
A18	Landscaping Repair	LS	1	\$40,000.00	\$40,000.00
A19	Force Account	FA	25000	\$1.00	\$ 25,000.00
Subtotal - Bid Schedule A					\$872,510.00

Schedule B - Surface Improvements					
Item	Description	Unit	Quantity	Unit Cost	Total Cost
B1	Mobilization and Bonds	LS	1	\$50,307.00	\$50,307.00
B2	Concrete Valley Pans/Driveway Approaches/Alley Aprons	SY	50	\$133.00	\$6,650.00
B3	Miscellaenous Concrete Sidewalk	LF	250	\$60.00	\$15,000.00
B4	4" Asphalt with 10" Grading 'W' Base Course	SY	3700	\$72.50	\$268,250.00
B5	2" Cold Milling	SY	4200	\$5.50	\$23,100.00
B6	Subgrade Repair	CY	200	\$140.00	\$28,000.00
B7	Geotextile Paving Fabric	SY	7900	\$8.60	\$67,940.00
B8	2" Asphalt Pavement Overlay	SY	7900	\$20.75	\$163,925.00
B9	Concrete Collar Adjustment	EA	4	\$2,350.00	\$9,400.00
B10	Traffic Control	LS	1	\$20,000.00	\$20,000.00
B11	Pavement Striping	LS	1	\$8,625.00	\$8,625.00
B12	Thermoplastic Crosswalk	LS	1	\$9,600.00	\$9,600.00
B13	Force Account	FA	25000	\$1.00	\$ 25,000.00
Subtotal - Bid Schedule B					\$695,797.00

Subtotal Schedule A	\$872,510.00
Subtotal Schedule B	\$695,797.00
Total Base Bid	\$1,568,307.00

Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5. Bidder may bid any or all schedules and will complete the Work for the bid schedule price(s) based upon materials actually furnished and installed and services actually provided, based on the lump sum and unit prices provided in the itemized bid schedule(s).
6. Bidder agrees that the work for the City of Douglas will be as provided above, substantially and finally completed.
7. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close to an estimate as possible to the actual damages. Any exceptions or objections to this provision are stated in writing and attached hereby by Bidder.
8. The following documents are attached to and made a condition of this Bid:

Required Bid Security in the form of a Bid Bond.
Certificate of Residency (if applicable)

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Wayne Coleman Construction, Inc.
PO Box 2440, Mills, WY 82644

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, as modified by the Supplementary Conditions.

Submitted on November 5, 2025.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Wayne Coleman Construction, Inc. (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By:  (seal)
Elizabeth Milberger, Secretary
(Title)

(Seal)

Attest: 

Business Address: Wayne Coleman Construction, Inc.
1898 Melodi Lane
Casper, WY 82601

Phone Number: 307-265-3158

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)



ADDENDUM #1

To the

BIDDING AND CONTRACT DOCUMENTS

For the

**SOUTH 4TH STREET
IMPROVEMENTS PROJECT
Project No. 24-060**

**Prepared for:
City of Douglas
101 North Fourth St.
Douglas, WY 82633**

Date of the Addendum October 31, 2025

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED:



Nick Larsen, Project Manager

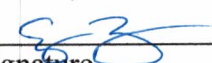
ACKNOWLEDGEMENT OF RECEIPT OF
ADDENDUM

Wayne Coleman Construction, Inc.

Company

Elizabeth Milberger

Name



Signature

Secretary

Title

October 31, 2025

Receipt Date

ADDENDUM #2

To the

BIDDING AND CONTRACT DOCUMENTS

For the

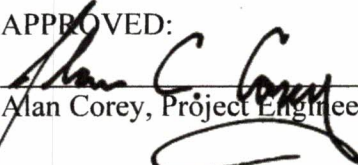
**SOUTH 4TH STREET
IMPROVEMENTS PROJECT
Project No. 24-060**

**Prepared for:
City of Douglas
101 North Fourth St.
Douglas, WY 82633**

Date of the Addendum November 3, 2025

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED:



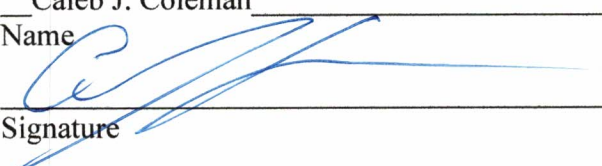
Alan Corey, Project Engineer

ACKNOWLEDGEMENT OF RECEIPT OF
ADDENDUM

Wayne Coleman Construction, Inc.
Company

Caleb J. Coleman

Name



Signature

Treasurer

Title

11/3/25

Receipt Date

**STANDARD
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Wayne Coleman Construction, Inc. as Principal, and The Ohio Casualty Insurance Company Surety, are hereby held and firmly bound, pursuant to Wyoming Statute Section 15-1-113(f), unto the City of Douglas, as OWNER, in the penal sum of Five Percent of Amount Bid Dollar(s) (\$ 5%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

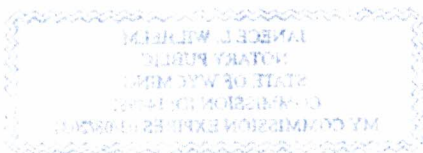
The Condition of the above obligation is such that whereas the Principal has submitted to the City of Douglas, a certain BID, whereby it has offered to enter into an Agreement in writing with OWNER, for the City of Douglas - South 4th Street Improvements Project

NOW, THEREFORE,

- A. If said BID shall be rejected; or,
- B. If said BID shall be accepted and the Principal shall execute and deliver the Agreement to OWNER within ten (10) days after Notice of Award (which shall constitute presentation of the Agreement to the Principal for the purpose of execution) and shall furnish Bonds in forms furnished by OWNER for Principal's faithful performance of said Agreement and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall otherwise proceed with the performance of said Agreement, then this obligation shall be void, otherwise the same shall remain in full force and effect and OWNER may proceed against the BOND. It is expressly understood and agreed, however, that the liability of 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 be in no way impaired or affected by an extension of the time within which the OWNER may accept such BID, to a maximum of sixty (60) days after its submission to OWNER; 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, this 8th day of October, 2025.



Attest:

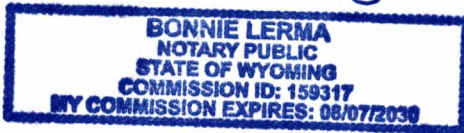
Bonnie Lerna
Secretary or Authorized Witness for Corporate Bidder

(Seal)

State of Wyoming)
) ss.
County of Natrona)

The foregoing Bid Bond was executed before me by Elizabeth Milberger
on behalf of Wayne Coleman Construction, Inc., this 17th day of October, 2025

My Commission Expires: Aug. 7, 2030



State of Wyoming)
) ss.
County of Natrona)

The foregoing Bid Bond was executed before me by Denise Sherwin
who represented that he/she was the Attorney-in-Fact for the above named Surety, this
8th day of October, 2025

My Commission Expires: March 8, 2031

Wayne Coleman Construction, Inc.
Principal(Corporation, Partnership, Individual)

BY: [Signature]
(Authorized Representative or Partnership)

Elizabeth Milberger
(Print or Type Name)
P.O. Box 2440
Mills, WY 82644
(Address)

[Signature]
Notary Public

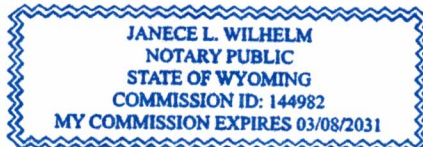
The Ohio Casualty Insurance Company
Surety

BY: [Signature]
Attorney-in-Fact for Surety

Denise Sherwin, Attorney-in-Fact
175 Berkeley Street
(Address)
Boston, MA 02116



[Signature]
Notary Public Janece L Wilhelm





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Denise Sherwin all of the city of Casper, state of WY, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations related thereto, the execution of which shall be binding upon the Companies as if it had been duly signed and executed by its own officers:

Principal Name: Wayne Coleman Construction, Inc.
Obligee Name: City of Douglas
Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of October, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 8th day of October, 2025, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

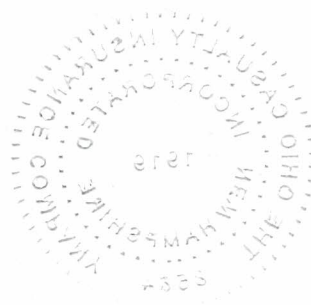
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of October, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.





STATE OF WYOMING

CERTIFICATE OF RESIDENCY



Contractor Number: 0344

THIS CERTIFIES THAT:

WAYNE COLEMAN 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 MAY TWO THOUSAND AND 25

Lee Williams

Lee Williams, Business Consultant Manager

EXPIRATION DATE: 5/01/2026

To verify the authenticity of the certificate,
please contact our office at 307-777-7261 or visit
dws.wyo.gov/dws-division/labor-standards



CERTIFICATE SERIAL NUMBER: 0205202545

STANDARD INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS.

Terms used in these Instructions to Bidders are defined in and have the meanings assigned to them in the General Conditions, as modified by the Supplementary Conditions. The term "Successful Bidder" means the lowest, qualified, responsible, and responsive Bidder to whom OWNER (on the basis of OWNER's evaluation) makes an award. The term "Bidding Documents" includes the Instructions to Bidders, the Bid Form (including Bid Schedule), and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids). The OWNER is the City of Douglas, 101 North 4th Street, P.O. Box 1030, Douglas, Wyoming 82633. The ENGINEER is Civil Engineering Professionals, Inc., whose office is located at 6080 Enterprise Drive, Casper, Wyoming 82609. The term "Bidder" means the one who submits a bid directly to the OWNER as distinct from a sub-bidder who submits a bid to a Bidder.

2. COPIES OF BIDDING DOCUMENTS.

- 2.1 Complete sets of Bidding Documents, which include these Instructions to Bidders, Bid Form, Bid Bond, Contract Documents, and Addenda, may be obtained from the ENGINEER.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 OWNER and ENGINEER, 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.

3. QUALIFICATIONS OF BIDDERS.

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within two (2) days of OWNER's request written evidence such as financial data, previous experience, previous project references, present commitments and other such data as OWNER may request, including evidence of authority to conduct business in the jurisdiction where the Project is located. 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.

4. **EXAMINATION OF CONTRACT DOCUMENTS AND SITE.**

- 4.1 Before submitting a Bid, each Bidder must (a) examine the Bidding Documents thoroughly; (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the Work; (c) familiarize himself with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the Work; (d) study and carefully correlate Bidder's observations with the Bidding Documents; and, (e) promptly notify ENGINEER of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and other such related documents.
- 4.2 Reference is made to the Supplementary Conditions, for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which has/have been relied upon by ENGINEER in preparing the Drawings and Specifications. OWNER will provide copies of such reports for review to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness. Before submitting a Bid, each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine the time, price, and other terms and conditions of the Contract documents.
- 4.3 On request OWNER will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. OWNER may require any Bidder desiring access to execute an appropriate release form.
- 4.4 The lands upon which the work is to be performed, right-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Supplementary Conditions, Special Provisions, and/or Drawings.
- 4.5 The submission of a Bid will constitute an incontrovertible representation by the bidder that: Bidder has read and understands the Bidding Documents and the Bid is made in accordance therewith; Bidder has visited the site and Bidder has become familiarized with the local conditions under which the Work is to be performed and therefore Bidder assumes responsibility for estimating properly the difficulties and costs of successfully performing the Work; and, Bidder has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for performance of the Work.

5. **INTERPRETATIONS.**

All questions about the meaning or intent of the Contract Documents shall be submitted to ENGINEER in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the ENGINEER as having received the Bidding Documents. Questions received less than five (5) days prior to the date for opening the Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral interpretations, clarifications, or comments are not binding upon the OWNER or ENGINEER, and do not serve to amend, modify, or in any way change the basic Contract Documents, and may be relied upon by Bidder at his own risk.

6. **BID BOND.**

6.1 A Bid Bond, as required by Wyoming Statute Section 15-1-113(f), shall be provided by all Bidders and be made payable to OWNER, in the amount of five percent (5%) of the Bidder's Total Base Bid. The Bond shall be on a form supplied by OWNER and shall be signed by a Surety meeting the requirements set forth in the Advertisement for Bids.

6.2 The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within ten (10) days after the Notice of Award, OWNER may annul the Notice of Award and the Bid Bond of that Bidder will be forfeited as liquidated damages.

7. **CONTRACT TIME.**

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Agreement between OWNER and CONTRACTOR.

8. **LIQUIDATED DAMAGES.**

Provisions for liquidated damages are set forth in the Agreement between OWNER and CONTRACTOR.

9. **SUBSTITUTE AND "OR EQUAL" ITEMS.**

The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitution. No substitution will be considered unless a written request for approval has been submitted by the Bidder on an appropriate form, and has been received by the ENGINEER at least ten (10) days prior to the date for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data, and any other information necessary for an evaluation. A statement setting forth any changes in other material, equipment, or work that incorporation of the substitute

would require, shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The ENGINEER's decision of approval or disapproval of a proposed substitution will be final.

If the ENGINEER approves any proposed substitution, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner. When generic parameters for performance and/or appearance are specified, those materials which comply with specifics as delineated do not require a written request for approval. They must be capable of withstanding specification comparison, however, at the time of product data and shop drawing submittal.

10. **SUBCONTRACTORS, ETC.**

- 10.1 If required by OWNER, the identity of certain Subcontractors, Suppliers and other persons and organizations shall be submitted to OWNER in advance of the Notice of Award. The apparent Successful Bidder, and any other Bidder so requested by OWNER, will within two (2) days after the day of the Bid opening, submit to OWNER a list of names and addresses of all Subcontractors, Suppliers and other persons and organizations whom Bidder proposes will furnish material and/or equipment for the Work. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each Subcontractors, Supplier, person, and organization if requested by OWNER. If OWNER or ENGINEER after due investigation has reasonable objection to any proposed Subcontractors, Supplier, other person, or organization, OWNER may, before giving the Notice of Award, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, OWNER may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. The Bidder's refusal to make such substitutions will not constitute grounds for forfeiting the Bid Bond. Any Subcontractor, other person, or organization so listed and to whom OWNER or ENGINEER does not make written objections prior to giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER, subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.
- 10.2 No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person or organization against whom CONTRACTOR has reasonable objection.
- 10.3 Pursuant to Wyoming Statute Section 16-6-103, a Successful Resident Bidder shall not subcontract more than twenty percent (20%) of Work covered by his contract to non-resident contractors. Notice is also given that the preference for Wyoming laborers expressed in Wyoming Statute Section 16-6-203 applies to the Agreement.

11. **BID FORM.**

- 11.1 The Bid Form is included with the Bidding Documents. Bidders shall bid all schedules and alternates (if any) as set forth in the Bid Form.
- 11.2 Bid Form must be completed in ink or by typewriter. The Bidder must initial corrections.
- 11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign), the corporate seal must be affixed, and the signature attested to by an authorized corporate officer. The corporate address and state of incorporation shall be shown below the signature.
- 11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
- 11.5 All names must be typed or printed below the signature.
- 11.6 The bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 11.7 The address and telephone number for communications regarding the Bid must be shown.
- 11.8 All items which are not specifically referred to in the Bid Form but are included in the Bidding Documents are to be considered incidental to the performance of the major work described and shall be constructed as indicated in the Bidding Documents without additional remuneration.

12. **SUBMISSION OF BIDS.**

Bids shall be submitted at the time and place indicated in the Bid Form and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Bond and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

13. **MODIFICATION AND WITHDRAWAL OF BIDS.**

- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the same manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

- 13.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with OWNER and promptly thereafter demonstrates to the satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid Bond will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. **OPENING OF BIDS.**

Bids will be opened publicly and read aloud. An abstract of the amounts of the base Bids and major alternates, if any, will be made available after the opening of Bids.

15. **BIDS TO REMAIN EFFECTIVE.**

All Bids not modified or withdrawn as provided in Article 13 above, shall remain effective for sixty (60) days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid Bond prior to that date.

16. **AWARD OF CONTRACT.**

- 16.1 OWNER reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is non responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. OWNER also reserves the right to waive all informalities not involving price, time or changes in the work and to negotiate contract terms with the Successful Bidder. Discrepancies between words and figures will be resolved in favor of the words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between the unit price and the total for each unit item will be resolved in favor of the extended total provided for each unit item.
- 16.2 The Bidder may bid any or all schedules and alternates (if any) as set forth in the Bid Form. The OWNER reserves the right in awarding the Agreement to consider the competency, responsibility, and suitability of the Bidder, as well as the amount of the various bids. The Agreement, therefore, may not necessarily be awarded to the low bidder.
- 16.3 In evaluating Bids, OWNER reserves the right to limit the scope of the project to the monies available for the project.

- 16.4 OWNER may consider, among other things, the qualifications and experience of Subcontractors and other persons and organizations who are proposed to furnish material or equipment for the Work; operating costs; maintenance considerations; performance data; and guarantees of materials and equipment.
- 16.5 OWNER may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualification, and financial ability of the bidders, proposed Subcontractors, and other persons and organizations proposed to do the Work in accordance with the Contract Documents.
- 16.6 If the Agreement is to be awarded, it will be to the lowest Bidder who is determined qualified and responsible in the sole discretion and best interest of the OWNER. The low bid shall be determined based upon an evaluation of the Total Base Bid. The Town reserves the right to accept or reject alternates in any order or combination; and to accept or reject any schedule or all schedules.
- 16.7 If the Agreement is to be awarded, OWNER will give the Successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.

17. **PERFORMANCE AND PAYMENT BONDS AND INSURANCE CERTIFICATES.**

The General and Supplementary Conditions set forth OWNER's requirements as to Performance and Payment Bonds, and Certificate(s). When the Successful Bidder delivers the executed Agreement to OWNER, it shall be accompanied by the required Bonds and Certificate(s).

18. **SIGNING OF AGREEMENT.**

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by two (2) unsigned counterpart of the Agreement and the Performance and Payment Bonds. Within ten (10) days thereafter, CONTRACTOR shall sign and deliver the counterparts of the Agreement with the required bonds. Within twenty (20) days thereafter, OWNER will deliver one (1) fully signed counterpart to CONTRACTOR.

19. **SPECIAL LEGAL REQUIREMENTS.**

- 19.1 Preferences - Attention is directed to Wyoming Statute Section 16-6-101 et seq. concerning preferences for state materials, laborers, and resident contractors.
- 19.2 Laborers and Materials - Pursuant to Wyoming Statute Sections 16-6-104 and 16-6-203, resident Wyoming laborers, workmen, and mechanics shall be used upon all work whenever possible. Wyoming materials and products of equal quality and desirability shall have preference over materials or products produced outside the State.

- 19.3 Subcontractors - Pursuant to Wyoming Statute Section 16-6-103, a Successful Resident Bidder shall not subcontract more than twenty percent (20%) of the work covered by his contract to non-resident contractors.

----- **End of Section** -----

EXHIBIT "A"
STANDARD
BID FORM

PROJECT IDENTIFICATION: City of Douglas – South 4th Street Improvements Project

THIS BID SUBMITTED TO: City of Douglas (OWNER)
101 North 4th Street
P.O. Box 1030
Douglas, Wyoming 82633

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents and to substantially complete all Work as specified or indicated in the Contract Documents for the Contract Price.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Bond. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and deliver counterparts of the Agreement, the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of OWNER's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - A. Bidder has examined and carefully studied the Bidding Documents and the following addenda, receipt of all which is hereby acknowledged:

Addendum No. #1	Dated 10/31/2025
Addendum No. #2	Dated 11/3/2025
Addendum No. _____	Dated _____
 - B. 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 been such independent investigations as Bidder deems necessary;
 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5. Bidder may bid any or all schedules and will complete the Work for the bid schedule price(s) based upon materials actually furnished and installed and services actually provided, based on the lump sum and unit prices provided in the itemized bid schedule(s).
6. Bidder agrees that the work for the City of Douglas will be as provided above, substantially and finally completed.
7. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close to an estimate as possible to the actual damages. Any exceptions or objections to this provision are stated in writing and attached hereby by Bidder.
8. The following documents are attached to and made a condition of this Bid:

Required Bid Security in the form of a Bid Bond.
Certificate of Residency (if applicable)

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: PO Box 867
Buffalo, WY. 82834

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, as modified by the Supplementary Conditions.

Submitted on November 5, 2025.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: WyoDak Energy Services, LLC (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: JOSH MILLER - MEMBER (seal)

Josh Miller

(Title)

(Seal)

Attest: *Cathy Anderson*

Business Address: 135 Pine Street
Buffalo, WY. 82834

Phone Number: 307-684-7376

A JOINT VENTURE

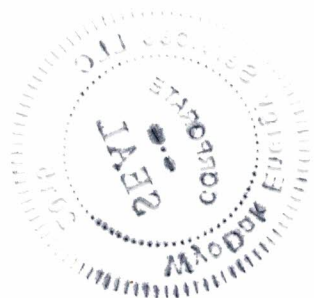
By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)



BID SCHEDULE - Addendum No. 2
S 4TH STREET IMPROVEMENTS PROJECT
BID DATE: November 5th, 2025 @ 2:00 PM MST

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in this schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with the costs of other related items. The following is a list of abbreviations for this bid schedule.

LS = Lump Sum
SY = Square Yard

EA = Each
SF = Square Foot

LF = Linear Feet
CY = Cubic Yard

AC = Acre
Ton = Ton

Schedule A - Water Improvements					
Item	Description	Unit	Quantity	Unit Cost	Total Cost
A1	Mobilization and Bonds	LS	1	25,782.19	25,782.19
A2	12" DR18 C900 Water Main	LF	1760	173.42	305,219.20
A3	12" Ductile Iron Fittings with Mega Lugs	EA	15	5,193.86	77,907.90
A4	12" Gate Valves	EA	5	11,717.68	58,588.40
A5	8" DR18 C900 Water Main	LF	20	137.07	2,741.40
A6	8" Ductile Iron Fittings with Mega Lugs	EA	6	3,303.32	19,819.92
A7	8" Gate Valves	EA	1	7,100.06	7,100.06
A8	8" DR18 C900 Irrigation Water Main	LF	100	150.64	15,064.00
A9	Fire Hydrant Assemblies	EA	6	21,561.27	129,367.62
A10	4" Fire Line Assembly with Valve	EA	1	17,782.78	17,782.78
A11	1" Trenchless Water Service Replacement	EA	25	4,791.87	119,796.75
A12	1" Water Meter Pit	EA	1	4,767.12	4,767.12
A13	Connect to Existing Water	EA	6	16,830.70	100,984.20
A12	Sanitary Sewer Abandonment	EA	1	3,309.54	3,309.54

A14	Foundation Material	CY	200	76.80	15,360.00
A15	Imported Select Backfill	CY	500	42.07	21,035.00
A16	Controlled Density Flow Fill	CY	10	321.34	3,213.40
A17	Traffic Control	LS	1	40,431.74	40,431.74
A18	Landscaping Repair	LS	1	22,493.99	22,493.99
A19	Force Account	FA	25000	\$1.00	\$ 25,000.00
Subtotal - Bid Schedule A					\$1,015,765.21

Schedule B - Surface Improvements					
Item	Description	Unit	Quantity	Unit Cost	Total Cost
B1	Mobilization and Bonds	LS	1	31,283.33	31,283.33
B2	Concrete Valley Pans/Driveway Approaches/Alley Aprons	SY	50	249.37	12,468.50
B3	Miscellaenous Concrete Sidewalk	LF	250	214.48	53,620.00
B4	4" Asphalt with 10" Grading 'W' Base Course	SY	3700	67.96	251,452.00
B5	2" Cold Milling	SY	4200	6.52	27,384.00
B6	Subgrade Repair	CY	200	168.26	33,652.00
B7	Geotextile Paving Fabric	SY	7900	9.72	76,788.00
B8	2" Asphalt Pavement Overlay	SY	7900	22.36	176,644.00
B9	Concrete Collar Adjustment	EA	4	2,020.11	8,080.44
B10	Traffic Control	LS	1	4,492.42	4,492.42
B11	Pavement Striping	LS	1	1,823.23	1,823.23
B12	Thermoplastic Crosswalk	LS	1	2,947.55	2,947.55
B13	Force Account	FA	25000	\$1.00	\$ 25,000.00
Subtotal - Bid Schedule B					\$705,635.47

Subtotal Schedule A	\$1,015,765.21
Subtotal Schedule B	\$705,635.47
Total Base Bid	\$1,721,400.68

**STANDARD
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, WyoDak Energy Services, LLC
as Principal, and Merchants National Bonding, Inc. Surety, are hereby held and firmly
bound, pursuant to Wyoming Statute Section 15-1-113(f), unto the City of Douglas, as OWNER,
in the penal sum of Five Percent of Amount Bid
Dollar(s) (\$ 5%) for the payment of which, well and truly to be made, we
hereby jointly and severally bind ourselves, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to
the City of Douglas, a certain BID, whereby it has offered to enter into an Agreement in
writing with OWNER, for the City of Douglas – South 4th Street Improvements Project

NOW, THEREFORE,

- A. If said BID shall be rejected; or,
- B. If said BID shall be accepted and the Principal shall execute and deliver the
Agreement to OWNER within ten (10) days after Notice of Award (which shall
constitute presentation of the Agreement to the Principal for the purpose of
execution) and shall furnish Bonds in forms furnished by OWNER for Principal's
faithful performance of said Agreement and for the payment of all persons
performing labor or furnishing materials in connection therewith, and shall
otherwise proceed with the performance of said Agreement, then this obligation
shall be void, otherwise the same shall remain in full force and effect and
OWNER may proceed against the BOND. It is expressly understood and agreed,
however, that the liability of 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 be in no way impaired or affected by an extension of the time within which
the OWNER may accept such BID, to a maximum of sixty (60) days after its submission to
OWNER; 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, this 29th day of October, 2025.

Attest:

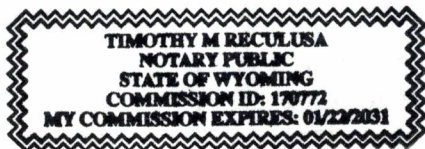
Secretary or Authorized Witness for Corporate Bidder



State of Wyoming)
) ss.
County of Johnson)

The foregoing Bid Bond was executed before me by Josh Miller,
on behalf of WyoDak Energy Services LLC, this 4th day of November, 2025.

My Commission Expires: 01/22/2031



State of Wyoming)
) ss.
County of Natrona)

The foregoing Bid Bond was executed before me by Janece L. Wilhelm,
who represented that he/she was the Attorney-in-Fact for the above named Surety, this
29th day of October, 2025.

My Commission Expires: March 18, 2028

WyoDak Energy Services, LLC
Principal (Corporation, Partnership, Individual)

BY: [Signature]
(Authorized Representative or Partnership)

Josh Miller
(Print or Type Name)
PO Box 867
Buffalo, WY 82834
(Address)

Notary Public

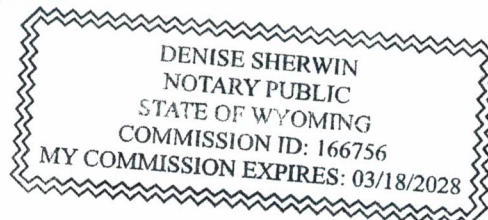
Merchants National Bonding, Inc.
Surety

BY: [Signature]
Attorney-in-Fact for Surety

Janece L. Wilhelm, Attorney-in-Fact
P.O. Box 14498
(Address)
Des Moines, IA 50306-3498



Notary Public Denise Sherwin



MERCHANTS

BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, **Janece L. Wilhelm**

Surety Bond #: Bid Bond

Principal: WyoDak Energy Services, LLC

Obligee: City of Douglas

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

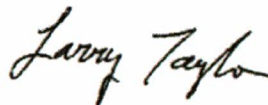
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of October, 2025.

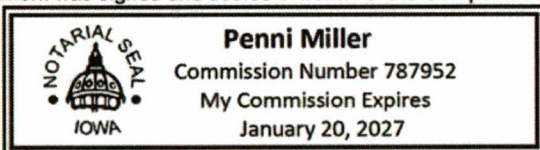


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of October, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)


Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 29th day of October, 2025.




Secretary



**STANDARD
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, JR Civil, LLC, P.O. Box 7295, *
as Principal, and Western Surety Company, P.O. Box 5077, ** Surety, are hereby held and firmly
bound, pursuant to Wyoming Statute Section 15-1-113(f), unto the City of Douglas, as OWNER,
in the penal sum of Five Percent of the Total Amount Bid
Dollar(s) (\$ 5%) for the payment of which, well and truly to be made, we
hereby jointly and severally bind ourselves, successors and assigns. *Sheridan, WY 82801

**Sioux Falls, SD 57117-5077

The Condition of the above obligation is such that whereas the Principal has submitted to
the City of Douglas, a certain BID, whereby it has offered to enter into an Agreement in
writing with OWNER, for the City of Douglas – South 4th Street Improvements Project.

NOW, THEREFORE,

- A. If said BID shall be rejected; or,
- B. If said BID shall be accepted and the Principal shall execute and deliver the Agreement to OWNER within ten (10) days after Notice of Award (which shall constitute presentation of the Agreement to the Principal for the purpose of execution) and shall furnish Bonds in forms furnished by OWNER for Principal's faithful performance of said Agreement and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall otherwise proceed with the performance of said Agreement, then this obligation shall be void, otherwise the same shall remain in full force and effect and OWNER may proceed against the BOND. It is expressly understood and agreed, however, that the liability of 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 be in no way impaired or affected by an extension of the time within which the OWNER may accept such BID, to a maximum of sixty (60) days after its submission to OWNER; 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, this 29th day of October, 2025.

Attest: Gina Loose
Secretary or Authorized Witness for Corporate Bidder

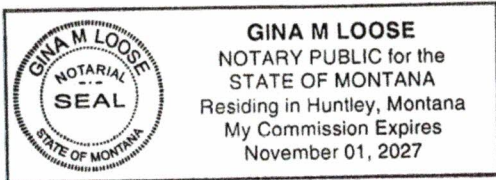
(Seal)



State of _____)
) ss.
County of _____)

The foregoing Bid Bond was executed before me by Jenea Stoltz,
on behalf of JR Civil LLC, this 4 day of November, 2025.

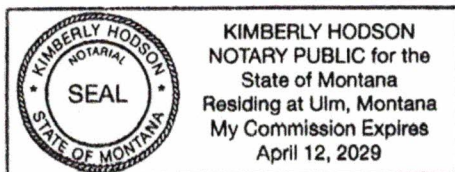
My Commission Expires: 11-01-2027



State of Montana)
) ss.
County of Cascade)

The foregoing Bid Bond was executed before me by John D. Leaf,
who represented that he/she was the Attorney-in-Fact for the above named Surety, this 29th
day of October, 2025.

My Commission Expires: April 12, 2029



JR Civil, LLC
Principal (Corporation, Partnership, Individual)

BY: Jenea Stoltz
(Authorized Representative or Partnership)

Jenea Stoltz
(Print or Type Name)

P.O. Box 7295, Sheridan, WY 82801
(Address)

Gina M Loose
Notary Public

Western Surety Company
Surety

BY: [Signature]
Attorney-in-Fact for Surety John D. Leaf

P.O. Box 5077
(Address)
Sioux Falls, SD 57117-5077

[Signature]
Notary Public Kimberly Hodson

BB - 2

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John D Leaf, Chris Jermunson, Kaye U Muzzana, Robert C Pfennigs, Marsha Hattel, Kimberly Hodson, Brooke A Garness, Gary Paladichuk, Jon Tierney, Kristin A Piccioni, Jamie M Roe, Jarren Komac, Casey Caywood, Nathan Oakley, Amy Steinmetz, Individually

of Great Falls, MT, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 28th day of July, 2023.



WESTERN SURETY COMPANY

Larry Kasten

Larry Kasten, Vice President

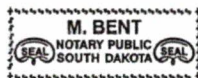
State of South Dakota }
County of Minnehaha }

ss

On this 28th day of July, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29th day of October, 2025.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-4-2023

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

BID SCHEDULE - Addendum No. 2
S 4TH STREET IMPROVEMENTS PROJECT
BID DATE: November 5th, 2025 @ 2:00 PM MST

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in this schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with the costs of other related items. The following is a list of abbreviations for this bid schedule.

LS = Lump Sum
SY = Square Yard

EA = Each
SF = Square Foot

LF = Linear Feet
CY = Cubic Yard

AC = Acre
Ton = Ton

Schedule A - Water Improvements					
Item	Description	Unit	Quantity	Unit Cost	Total Cost
A1	Mobilization and Bonds	LS	1	102,500	102,500
A2	12" DR18 C900 Water Main	LF	1760	200	352,000
A3	12" Ductile Iron Fittings with Mega Lugs	EA	15	3050	45,750
A4	12" Gate Valves	EA	5	8,000	40,000
A5	8" DR18 C900 Water Main	LF	20	150	3,000
A6	8" Ductile Iron Fittings with Mega Lugs	EA	6	2150	12,900
A7	8" Gate Valves	EA	1	6060	6060
A8	8" DR18 C900 Irrigation Water Main	LF	100	150	15,000
A9	Fire Hydrant Assemblies	EA	6	20,000	120,000
A10	4" Fire Line Assembly with Valve	EA	1	12,000	12,000
A11	1" Trenchless Water Service Replacement	EA	25	4,000	100,000
A12	1" Water Meter Pit	EA	1	4500	4500
A13	Connect to Existing Water	EA	6	6,000	36,000
A12	Sanitary Sewer Abandonment	EA	1	7500	7,500

A14	Foundation Material	CY	200	20	4,000
A15	Imported Select Backfill	CY	500	150	75,000
A16	Controlled Density Flow Fill	CY	10	400	4,000
A17	Traffic Control	LS	1	40,000	40,000
A18	Landscaping Repair	LS	1	35,000	35,000
A19	Force Account	FA	25000	\$1.00	\$ 25,000.00
Subtotal - Bid Schedule A					1,040,210

Schedule B - Surface Improvements					
Item	Description	Unit	Quantity	Unit Cost	Total Cost
B1	Mobilization and Bonds	LS	1	93,300	93,300
B2	Concrete Valley Pans/Driveway Approaches/Alley Aprons	SY	50	345	17,250
B3	Miscellaneous Concrete Sidewalk	LF	250	140	35,000
B4	4" Asphalt with 10" Grading 'W' Base Course	SY	3700	90	333,000
B5	2" Cold Milling	SY	4200	8	33,600
B6	Subgrade Repair	CY	200	188	37,600
B7	Geotextile Paving Fabric	SY	7900	13	102,700
B8	2" Asphalt Pavement Overlay	SY	7900	27	213,300
B9	Concrete Collar Adjustment	EA	4	3,300	13,200
B10	Traffic Control	LS	1	25,000	25,000
B11	Pavement Striping	LS	1	8725	8725
B12	Thermoplastic Crosswalk	LS	1	2690	2690
B13	Force Account	FA	25000	\$1.00	\$ 25,000.00
Subtotal - Bid Schedule B					940,365.00

Subtotal Schedule A	1,040,210.00
Subtotal Schedule B	940,365.00
Total Base Bid	1,980,575.00

ADDENDUM #1

To the

BIDDING AND CONTRACT DOCUMENTS

For the

**SOUTH 4TH STREET
IMPROVEMENTS PROJECT
Project No. 24-060**

Prepared for:
City of Douglas
101 North Fourth St.
Douglas, WY 82633

Date of the Addendum October 31, 2025

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED:



Nick Larsen, Project Manager

**ACKNOWLEDGEMENT OF RECEIPT OF
ADDENDUM**

JP Civil, LLC

Company

Alex Heesch

Name



Signature

P.M.

Title

10/31/25

Receipt Date

ADDENDUM #2

To the

BIDDING AND CONTRACT DOCUMENTS

For the

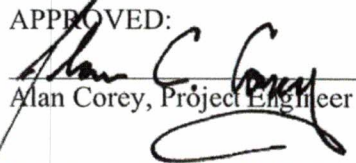
**SOUTH 4TH STREET
IMPROVEMENTS PROJECT
Project No. 24-060**

**Prepared for:
City of Douglas
101 North Fourth St.
Douglas, WY 82633**

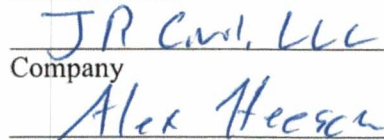
Date of the Addendum November 3, 2025

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED:

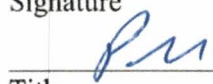

Alan Corey, Project Engineer

ACKNOWLEDGEMENT OF RECEIPT OF
ADDENDUM


Company

Name


Signature


Title


Receipt Date

EXHIBIT "A"
STANDARD
BID FORM

PROJECT IDENTIFICATION: City of Douglas – South 4th Street Improvements Project

THIS BID SUBMITTED TO: City of Douglas (OWNER)
101 North 4th Street
P.O. Box 1030
Douglas, Wyoming 82633

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents and to substantially complete all Work as specified or indicated in the Contract Documents for the Contract Price.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Bond. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and deliver counterparts of the Agreement, the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of OWNER's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - A. Bidder has examined and carefully studied the Bidding Documents and the following addenda, receipt of all which is hereby acknowledged:

Addendum No. <u>1</u>	Dated <u>10/31/25</u>
Addendum No. <u>2</u>	Dated <u>11/3/25</u>
Addendum No. _____	Dated _____
 - B. 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 been such independent investigations as Bidder deems necessary;
 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5. Bidder may bid any or all schedules and will complete the Work for the bid schedule price(s) based upon materials actually furnished and installed and services actually provided, based on the lump sum and unit prices provided in the itemized bid schedule(s).
6. Bidder agrees that the work for the City of Douglas will be as provided above, substantially and finally completed.
7. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close to an estimate as possible to the actual damages. Any exceptions or objections to this provision are stated in writing and attached hereby by Bidder.
8. The following documents are attached to and made a condition of this Bid:

Required Bid Security in the form of a Bid Bond.
Certificate of Residency (if applicable)

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: PO Box 51330
Billings, MT 59105

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, as modified by the Supplementary Conditions.

Submitted on Nov 5, 2025.

Bidder is bidding as a Non-Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY



By: JR Civil, LLC
(Corporation's or Limited Liability Company's Name)

Montana Wyoming
(State of Incorporation or Organization)

By: [Signature] - Project Manager (seal)

(Title)

(Seal)

Attest: Laura Rose

Business Address: P.O. Box 51330
Billings, MT 59605

Phone Number: 406-200-5058

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)



U.S. Small Business
Administration

www.sba.gov/wosbready

Women Owned Small Business Federal Contracting Program | 409 Third St. SW | WDC 20416

7/13/2021

JENEA STOLTZ
JR CIVIL LLC
PO BOX 7295
SHERIDAN, WY 82801

Dear JENEA STOLTZ:

Congratulations! Your firm has been certified as a Women-Owned Small Business (WOSB) by the U.S. Small Business Administration (SBA) for the Women-Owned Small Business Federal Contract Program (WOSB Program), as set forth in Title 13, Part 127 of the Code of Federal Regulations (CFR).

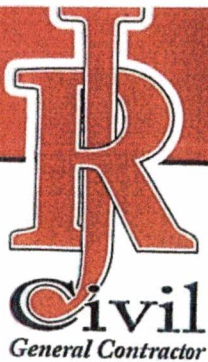
In order to maintain your certification, your firm is required to annually attest that it meets the WOSB Program requirements set forth in 13 CFR Part 127. This annual attestation must be submitted within 30 days of the anniversary date of your certification, which is the date on this letter. Additionally, your firm must undergo a program examination every three years conducted by SBA or a third-party certifier. Instructions for maintaining WOSB certification are available at 13 CFR 127.400 and at <https://beta.Certify.sba.gov>.

Your firm must immediately notify SBA of any material changes that could affect its eligibility in accordance with 13 CFR 127.401. This notification must be in writing and must be uploaded into the firm's profile in beta.Certify.sba.gov. Your firm must not misrepresent its WOSB certification status to any other party, including any local or State government contracting official or the Federal government or any of its contracting officials.

As a certified WOSB, there are valuable free resources available to you. These include:

- SBA Resource Partners: For general assistance on various topics, information on SBA programs, and upcoming small business events in your area. You can find your local resource partner by visiting: <https://www.sba.gov/tools/local-assistance>.

All SBA programs and services are extended to the public on a nondiscriminatory basis.



JR CIVIL, LLC
"SAFETY-QUALITY-PRODUCTION"

RESOLUTIONS ADOPTED BY LLC MEMBERS OF:
JR CIVIL, LLC

The undersigned, being the member(s) of JR Civil, LLC hereby adopt the following resolutions:

1. Resolved,

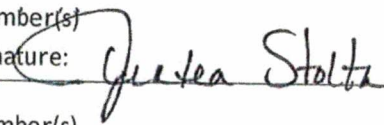
Full Authorization of Alex Heesch, Project Manager, to enter into and execute contracts for JR Civil, LLC: P.O. Box 7295 Sheridan, WY 82801.
From \$0 to \$Unlimited

2. Resolved,

That all the acts taken above and resolutions are approved, ratified, and adopted.

Member(s)

Signature:



Printed Name:

Jentea Stolta

Date:

8-16-2021

Member(s)

Signature:

Printed Name:

Date

EXHIBIT "A"
STANDARD
BID FORM

PROJECT IDENTIFICATION: City of Douglas – South 4th Street Improvements Project

THIS BID SUBMITTED TO: City of Douglas (OWNER)
101 North 4th Street
P.O. Box 1030
Douglas, Wyoming 82633

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents and to substantially complete all Work as specified or indicated in the Contract Documents for the Contract Price.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Bond. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and deliver counterparts of the Agreement, the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of OWNER's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents and the following addenda, receipt of all which is hereby acknowledged:

Addendum No. <u>1</u>	Dated <u>10/31/25</u>
Addendum No. <u>2</u>	Dated <u>11/3/25</u>
Addendum No. _____	Dated _____

- B. 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 been such independent investigations as Bidder deems necessary;
- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5. Bidder may bid any or all schedules and will complete the Work for the bid schedule price(s) based upon materials actually furnished and installed and services actually provided, based on the lump sum and unit prices provided in the itemized bid schedule(s).
6. Bidder agrees that the work for the City of Douglas will be as provided above, substantially and finally completed.
7. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close to an estimate as possible to the actual damages. Any exceptions or objections to this provision are stated in writing and attached hereby by Bidder.
8. The following documents are attached to and made a condition of this Bid:

Required Bid Security in the form of a Bid Bond.
Certificate of Residency (if applicable)

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: PO Box 610
Casper, WY 82602

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, as modified by the Supplementary Conditions.

Submitted on November 5th, 2025.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: JTL Group, Inc. dba Knife River (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: April Cotton (seal)

April Cotton office manager
(Title)

(Seal)

Attest:

Phil Ostrander

Business Address: JTL Group, Inc. dba Knife River
PO Box 610
Casper, WY 82602

Phone Number: (307) 237-9346

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

BID SCHEDULE - Addendum No. 2
S 4TH STREET IMPROVEMENTS PROJECT
BID DATE: November 5th, 2025 @ 2:00 PM MST

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in this schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with the costs of other related items. The following is a list of abbreviations for this bid schedule.

LS = Lump Sum
SY = Square Yard

EA = Each
SF = Square Foot

LF = Linear Feet
CY = Cubic Yard

AC = Acre
Ton = Ton

Schedule A - Water Improvements					
Item	Description	Unit	Quantity	Unit Cost	Total Cost
A1	Mobilization and Bonds	LS	1	\$ 138,615.00	\$ 138,615.00
A2	12" DR18 C900 Water Main	LF	1760	\$ 111.00	\$ 195,360.00
A3	12" Ductile Iron Fittings with Mega Lugs	EA	15	\$ 1,587.00	\$ 23,805.00
A4	12" Gate Valves	EA	5	\$ 7146.00	\$ 35,730.00
A5	8" DR18 C900 Water Main	LF	20	\$ 126.50	\$ 2,530.00
A6	8" Ductile Iron Fittings with Mega Lugs	EA	6	\$ 662.00	\$ 3,972.00
A7	8" Gate Valves	EA	1	\$ 5,000.00	\$ 5,000.00
A8	8" DR18 C900 Irrigation Water Main	LF	100	\$ 136.00	\$ 13,600.00
A9	Fire Hydrant Assemblies	EA	6	\$ 15,400.00	\$ 92,400.00
A10	4" Fire Line Assembly with Valve	EA	1	\$ 8,233.00	\$ 8,233.00
A11	1" Trenchless Water Service Replacement	EA	25	\$ 7,555.00	\$ 188,875.00
A12	1" Water Meter Pit	EA	1	\$ 2,610.00	\$ 2,610.00
A13	Connect to Existing Water	EA	6	\$ 3,050.00	\$ 18,300.00
A12	Sanitary Sewer Abandonment	EA	1	\$ 3,830.00	\$ 3,830.00

A14	Foundation Material	CY	200	\$ 125.00	\$ 25,000.00
A15	Imported Select Backfill	CY	500	\$ 74.00	\$ 37,000.00
A16	Controlled Density Flow Fill	CY	10	\$ 238.00	\$ 2,380.00
A17	Traffic Control	LS	1	\$ 21,847.00	\$ 21,847.00
A18	Landscaping Repair	LS	1	\$ 19,150.00	\$ 19,150.00
A19	Force Account	FA	25000	\$1.00	\$ 25,000.00
Subtotal - Bid Schedule A					\$ 863,237.00

Schedule B - Surface Improvements					
Item	Description	Unit	Quantity	Unit Cost	Total Cost
B1	Mobilization and Bonds	LS	1	\$ 85,660.00	\$ 85,660.00
B2	Concrete Valley Pans/Driveway Approaches/Alley Aprons	SY	50	\$ 378.00	\$ 18,900.00
B3	Miscellaneous Concrete Sidewalk	LF	250	\$ 155.00	\$ 38,750.00
B4	4" Asphalt with 10" Grading 'W' Base Course	SY	3700	\$ 102.00	\$ 377,400.00
B5	2" Cold Milling	SY	4200	\$ 5.00	\$ 21,000.00
B6	Subgrade Repair	CY	200	\$ 169.00	\$ 33,800.00
B7	Geotextile Paving Fabric	SY	7900	\$ 9.00	\$ 71,100.00
B8	2" Asphalt Pavement Overlay	SY	7900	\$ 25.00	\$ 197,500.00
B9	Concrete Collar Adjustment	EA	4	\$ 1431.00	\$ 5,724.00
B10	Traffic Control	LS	1	\$ 14,250.00	\$ 14,250.00
B11	Pavement Striping	LS	1	\$ 13,200.00	\$ 13,200.00
B12	Thermoplastic Crosswalk	LS	1	\$ 2,450.00	\$ 2,450.00
B13	Force Account	FA	25000	\$1.00	\$ 25,000.00
Subtotal - Bid Schedule B					\$ 904,734.00

Subtotal Schedule A	\$ 863,237.00
Subtotal Schedule B	\$ 904,734.00
Total Base Bid	\$ 1,767,971.00

**STANDARD
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, JTL Group Inc. dba Knife River as Principal, and Liberty Mutual Insurance Company Surety, are hereby held and firmly bound, pursuant to Wyoming Statute Section 15-1-113(f), unto the City of Douglas, as OWNER, in the penal sum of Five Percent of Amount Bid Dollar(s) (\$ 5%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the City of Douglas, a certain BID, whereby it has offered to enter into an Agreement in writing with OWNER, for the City of Douglas – South 4th Street Improvements Project.

NOW, THEREFORE,

- A. If said BID shall be rejected; or,
- B. If said BID shall be accepted and the Principal shall execute and deliver the Agreement to OWNER within ten (10) days after Notice of Award (which shall constitute presentation of the Agreement to the Principal for the purpose of execution) and shall furnish Bonds in forms furnished by OWNER for Principal's faithful performance of said Agreement and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall otherwise proceed with the performance of said Agreement, then this obligation shall be void, otherwise the same shall remain in full force and effect and OWNER may proceed against the BOND. It is expressly understood and agreed, however, that the liability of 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 be in no way impaired or affected by an extension of the time within which the OWNER may accept such BID, to a maximum of sixty (60) days after its submission to OWNER; 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, this 3rd day of November, 2025.

Attest:

Secretary or Authorized Witness for Corporate Bidder

JTL Group Inc. dba Knife River

Principal(Corporation, Partnership, Individual)

BY:

(Authorized Representative or Partnership)

April Cotton
(Print or Type Name)

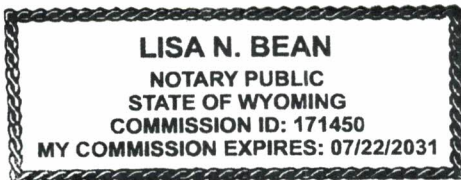
5684 W. Yellowstone Hwy, Casper, WY 82602
(Address)



State of Wyoming)
County of Natrona) ss.

The foregoing Bid Bond was executed before me by April Cotton,
on behalf of JTL Group Inc. dba Knife River, this 3rd day of November, 2025.

My Commission Expires: 7-22-31



Lisa N. Bean
Notary Public

Liberty Mutual Insurance Company
Surety

BY:

Haley Pflug
Attorney-in-Fact for Surety Haley Pflug



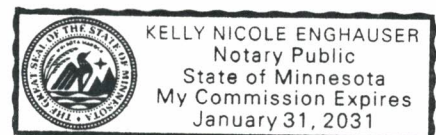
8400 Normandale Lake Blvd., Suite 1700
(Address)
Bloomington, MN 55437

State of Minnesota)
County of Hennepin) ss.

The foregoing Bid Bond was executed before me by Haley Pflug,
who represented that he/she was the Attorney-in-Fact for the above named Surety, this
day of November 3, 2025.

My Commission Expires: January 31, 2031

Kelly Nicole Enghauser
Notary Public



BB - 2



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214569 - 190003**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohlig, Brian D. Carpenter, Charles Draper, Craig Olmstead, Erik T. Gunkel, Haley Pflug, Heather R. Goedtel, Jessica Hecker, Kathryn E. Kade, Kelly Nicole Enghauser, Laurie Pflug, Michelle Halter, Michelle Ward, Sara Whitfield

all of the city of Bloomington state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of August, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 6th day of August, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of November, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary





STATE OF WYOMING

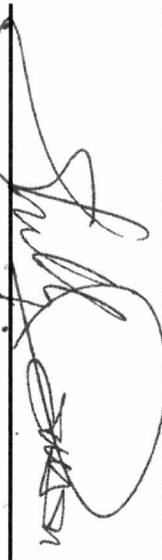
CERTIFICATE OF RESIDENCY



Contractor Number: 0064

JTL GROUP, INC./KNIFE RIVER

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 JANUARY TWO THOUSAND AND 25


Michele Johnson, Program Manager

EXPIRATION DATE: 1/1/2026

To verify the authenticity of the certificate,
please contact our office at 307-777-7261 or visit
wyomingworkforce.org/businesses/labor/info



CERTIFICATE SERIAL NUMBER: 0201202515

ADDENDUM #1

To the

BIDDING AND CONTRACT DOCUMENTS

For the

SOUTH 4TH STREET IMPROVEMENTS PROJECT Project No. 24-060

Prepared for:
City of Douglas
101 North Fourth St.
Douglas, WY 82633

Date of the Addendum October 31, 2025

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED:



Nick Larsen, Project Manager

ACKNOWLEDGEMENT OF RECEIPT OF
ADDENDUM

JTL Group, Inc. dba Knife River
Company

Phil Ostrander
Name


Signature

Estimator / PM
Title

10/31/25
Receipt Date

ADDENDUM #1
To the
BIDDING AND CONTRACT DOCUMENTS
For the
SOUTH 4TH STREETIMPROVEMENTS PROJECT
Project No. 24-060

Date of the Addendum October 31, 2025

This Addendum No. 1 to the Bidding Information and Construction Specifications and the Drawings is hereby made a part of the Contract Documents, for the above-entitled project, to the same extent as though it were originally contained therein.

All bidders are expected to thoroughly examine each item enumerated herein, regardless of its apparent application and shall be responsible for furnishing all labor and materials required in the division of work that the items indicate.

1. GENERAL INFORMATION

- A. It is acceptable to detour traffic around the area of work on S. 4th St.
- B. There is an abandoned 4" waterline on the east side of the existing 12" waterline in the project area of S. 4th St.

2. SECTION I – BID DOCUMENT

- A. **Bid Schedule:** **DELETE** the "Bid Schedule" and **REPLACE** with the attached "Bid Schedule – Addendum 1." The new bid schedule adds an item for pavement striping.

3. SECTION II – CONTRACT DOCUMENTS

- A. **Standard Agreement Between Owner and Contractor:** **DELETE** Article 5.1.1 through Article 5.1.3 and **REPLACE** with the following:

- 5.1.1 Progress Payments will be made in an amount equal to ninety-five percent (95%) of the work completed, and ninety-five percent (95%) 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 in order to withhold such amounts where retainage is equal to five percent (5%) of any work completed throughout the project and of the Total Contract Price.

- 5.1.2 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

4. SECTION III – TECHNICAL SPECIFICATIONS

- A. **Section 01 025 Measurements and Payments:** **DELETE** the Item “1” Trenchless Water Service Replacement” and **REPLACE** with the following Item.

1” Water Service Replacement	EA	Includes all costs for replacing existing water service connections from the existing main to and through the curb stop. The waterline services on the west side of the street shall be installed utilizing a trenchless method (i.e. moling or pulling). Includes new saddle, new corporation stop, PE service line, new curb stops, and all necessary couplings, connections, coatings, and moling/pulling, bedding, excavating, trenching, backfilling, compacting, anodes, chlorinating, and all other appurtenances, labor, material, and equipment necessary to complete the work.
------------------------------	----	--

- B. **Section 01 025 Measurements and Payments:** **ADD** the following item:

Pavement Striping	LS	Includes all costs for furnishing and installing pavement striping to match the current pavement striping locations. Work includes crosswalks and striping, including field layout, preparation of the surface, all paint, placement, and all other appurtenances, labor, material, and equipment necessary to complete the work.
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END OF ADDENDUM

BID SCHEDULE - Addendum No. 1
S 4TH STREET IMPROVEMENTS PROJECT
BID DATE: November 5th, 2025 @ 2:00 PM MST

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in this schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with the costs of other related items. The following is a list of abbreviations for this bid schedule.

LS = Lump Sum
SY = Square Yard

EA = Each
SF = Square Foot

LF = Linear Feet
CY = Cubic Yard

AC = Acre
Ton = Ton

Schedule A - Water Improvements					
Item	Description	Unit	Quantity	Unit Cost	Total Cost
A1	Mobilization and Bonds	LS	1		
A2	12" DR18 C900 Water Main	LF	1760		
A3	12" Ductile Iron Fittings with Mega Lugs	EA	15		
A4	12" Gate Valves	EA	5		
A5	8" DR18 C900 Irrigation Water Main	LF	100		
A6	Fire Hydrant Assemblies	EA	6		
A7	4" Fire Line Assembly with Valve	EA	1		
A8	1" Trenchless Water Service Replacement	EA	25		
A9	1" Water Meter Pit	EA	1		
A10	Connect to Existing Water	EA	6		
A11	Sanitary Sewer Abandonment	EA	1		
A12	Foundation Material	CY	200		
A13	Imported Select Backfill	CY	500		
A14	Controlled Density Flow Fill	CY	10		
A15	Traffic Control	LS	1		
A16	Landscaping Repair	LS	1		
A17	Force Account	FA	25000	\$1.00	\$ 25,000.00
Subtotal - Bid Schedule A					

Schedule B - Surface Improvements					
Item	Description	Unit	Quantity	Unit Cost	Total Cost
B1	Mobilization and Bonds	LS	1		
B2	Concrete Valley Pans/Driveway Approaches/Alley Aprons	SY	50		
B3	Miscellaenous Concrete Sidewalk	LF	250		
B4	4" Asphalt with 10" Grading 'W' Base Course	SY	3700		
B5	2" Cold Milling	SY	4200		
B6	Subgrade Repair	CY	200		
B7	Geotextile Paving Fabric	SY	7900		
B8	2" Asphalt Pavement Overlay	SY	7900		
B9	Concrete Collar Adjustment	EA	4		
B10	Traffic Control	LS	1		
B11	Pavement Striping	LS	1		
B12	Force Account	FA	25000	\$1.00	\$ 25,000.00
Subtotal - Bid Schedule B					

Subtotal Schedule A	
Subtotal Schedule B	
Total Base Bid	

ADDENDUM #2

To the

BIDDING AND CONTRACT DOCUMENTS

For the

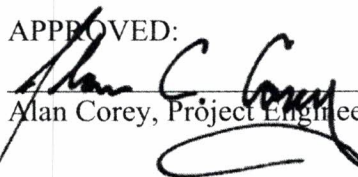
**SOUTH 4TH STREET
IMPROVEMENTS PROJECT
Project No. 24-060**

**Prepared for:
City of Douglas
101 North Fourth St.
Douglas, WY 82633**

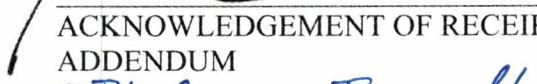
Date of the Addendum November 3, 2025

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

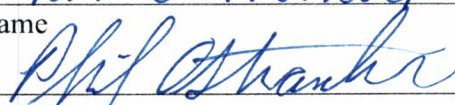
APPROVED:


Alan Corey, Project Engineer

ACKNOWLEDGEMENT OF RECEIPT OF
ADDENDUM


JTL Group, Inc. dba Knife River
Company

Phil Ostrander
Name


Signature

Estimator / PM
Title

11/3/25
Receipt Date

ADDENDUM #2
To the
BIDDING AND CONTRACT DOCUMENTS
For the
SOUTH 4TH STREETIMPROVEMENTS PROJECT
Project No. 24-060

Date of the Addendum November 3, 2025

This Addendum No. 2 to the Bidding Information and Construction Specifications and the Drawings is hereby made a part of the Contract Documents, for the above-entitled project, to the same extent as though it were originally contained therein.

All bidders are expected to thoroughly examine each item enumerated herein, regardless of its apparent application and shall be responsible for furnishing all labor and materials required in the division of work that the items indicate.

1. GENERAL INFORMATION

- A. The crosswalk striping at the Center Street and S. 4th Street intersection is inlaid thermoplastic crosswalk striping. This addendum has added “thermoplastic crosswalks” to the attached bid schedule. Sheet R1 with the note Addendum 2 is included with this addendum. Additionally, this addendum corrects a design oversight and adds 8-inch water main, ductile iron fittings, and valves for the Pine Street tie in.

2. SECTION I – BID DOCUMENT

- A. **Bid Schedule: DELETE** the “Bid Schedule” and **REPLACE** with the attached “Bid Schedule – Addendum 2.” The new bid schedule adds thermoplastic crosswalks and 8-inch PVC water main, ductile iron fittings, and gate valves.

3. SECTION III – TECHNICAL SPECIFICATIONS

- A. **Section 01 025 Measurements and Payments: DELETE** the description for “12” DR18 C900 Water Main” and **REPLACE** with the following description.

8" & 12" DR18 C900 Water Main	LF	Includes all costs for furnishing and installing 8-inch or 12-inch DR18 C900 PVC water main piping with locator wire, tracer/locator boxes, trace tape, and all associated excavating, removing and disposal, pipe laying, bedding, encasement, backfilling, compaction, dewatering if necessary, and all flushing, pressure testing, and chlorinating, all temporary water as necessary, complete.
----------------------------------	----	---

B. Section 01 025 Measurements and Payments: DELETE the description for “12” Ductile Iron Fittings with Mega Lugs” and REPLACE with the following description:

8” & 12” Ductile Iron Fittings with Mega Lugs	EA	Includes all costs for furnishing and installing 8-inch or 12-inch ductile iron mechanical joint fittings with megalugs at the dimensions called for on the Drawings with concrete thrust blocking and anode, plus all other excavating, bedding, backfilling, encasement, dewatering if necessary, and compacting complete. Fittings include tees, crosses, plugs, caps, reducers, 90°, 45°, 22.5°, and 11.25° bends.
---	----	--

C. Section 01 025 Measurements and Payments: DELETE the description for “12” Gate Valves” and REPLACE with the following description:

8” & 12” Gate Valves	EA	Includes all costs for furnishing and installing an 8-inch or 12-inch resilient seat mechanical joint gate valve with megalugs and anode including valve box, concrete foundation, and concrete collar (concrete diamonds) plus all other excavating, bedding, backfilling, compacting, dewatering if necessary and adjusting valve box height complete.
----------------------	----	--

D. Section 01 025 Measurements and Payments: ADD the following description for “Thermoplastic Crosswalks”:

Thermoplastic Crosswalk	LS	Includes all costs associated with installation of the thermoplastic crosswalk markings in accordance with manufacturer’s specifications, complete
-------------------------	----	--

END OF ADDENDUM

BID SCHEDULE - Addendum No. 2
S 4TH STREET IMPROVEMENTS PROJECT
BID DATE: November 5th, 2025 @ 2:00 PM MST

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in this schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with the costs of other related items. The following is a list of abbreviations for this bid schedule.

LS = Lump Sum
SY = Square Yard

EA = Each
SF = Square Foot

LF = Linear Feet
CY = Cubic Yard

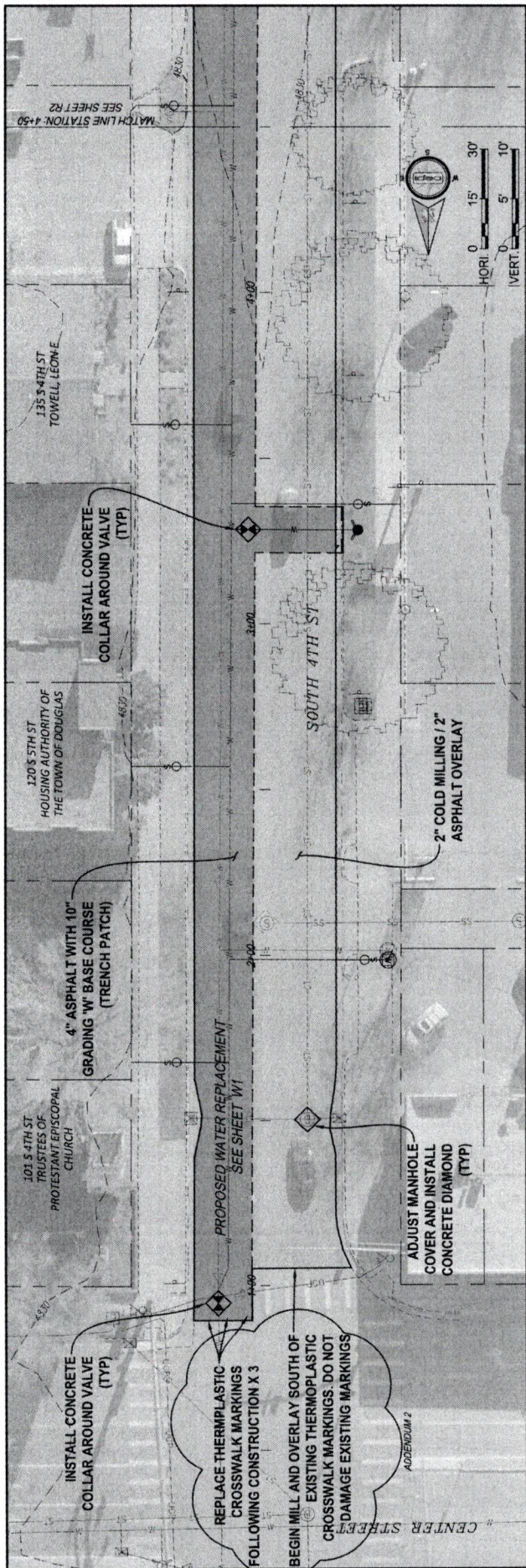
AC = Acre
Ton = Ton

Schedule A - Water Improvements					
Item	Description	Unit	Quantity	Unit Cost	Total Cost
A1	Mobilization and Bonds	LS	1		
A2	12" DR18 C900 Water Main	LF	1760		
A3	12" Ductile Iron Fittings with Mega Lugs	EA	15		
A4	12" Gate Valves	EA	5		
A5	8" DR18 C900 Water Main	LF	20		
A6	8" Ductile Iron Fittings with Mega Lugs	EA	6		
A7	8" Gate Valves	EA	1		
A8	8" DR18 C900 Irrigation Water Main	LF	100		
A9	Fire Hydrant Assemblies	EA	6		
A10	4" Fire Line Assembly with Valve	EA	1		
A11	1" Trenchless Water Service Replacement	EA	25		
A12	1" Water Meter Pit	EA	1		
A13	Connect to Existing Water	EA	6		
A12	Sanitary Sewer Abandonment	EA	1		

A14	Foundation Material	CY	200		
A15	Imported Select Backfill	CY	500		
A16	Controlled Density Flow Fill	CY	10		
A17	Traffic Control	LS	1		
A18	Landscaping Repair	LS	1		
A19	Force Account	FA	25000	\$1.00	\$ 25,000.00
Subtotal - Bid Schedule A					

Schedule B - Surface Improvements					
Item	Description	Unit	Quantity	Unit Cost	Total Cost
B1	Mobilization and Bonds	LS	1		
B2	Concrete Valley Pans/Driveway Approaches/Alley Aprons	SY	50		
B3	Miscellaenous Concrete Sidewalk	LF	250		
B4	4" Asphalt with 10" Grading 'W' Base Course	SY	3700		
B5	2" Cold Milling	SY	4200		
B6	Subgrade Repair	CY	200		
B7	Geotextile Paving Fabric	SY	7900		
B8	2" Asphalt Pavement Overlay	SY	7900		
B9	Concrete Collar Adjustment	EA	4		
B10	Traffic Control	LS	1		
B11	Pavement Striping	LS	1		
B12	Thermoplastic Crosswalk	LS	1		
B13	Force Account	FA	25000	\$1.00	\$ 25,000.00
Subtotal - Bid Schedule B					

Subtotal Schedule A	
Subtotal Schedule B	
Total Base Bid	



CURB AND GUTTER AND SIDEWALK CONCRETE REMOVALS WILL BE TAKEN TO A CONSTRUCTION JOINT AND IF REQUIRED THE CONTRACTOR SHALL SAW CUT ALL CONCRETE AT CONNECTING LOCATIONS. CURB AND GUTTER DISTANCES AND RADII SHOWN ARE APPROXIMATE. THE AREAS WILL BE LOCATED IN THE FIELD.

AT ALL CONNECTIONS/ TIE-INS TO EXISTING ASPHALT, CONTRACTOR SHALL MILL A SECTION 12" WIDE AND 2" DEEP FOR THE FINAL LIFT OF ASPHALT.

PAY ITEM FOR 4" ASPHALT WITH 10" GRADING W/ BASE COURSE ASSUMES THE TRENCH PATCH IS 14' WIDE OR FROM THE LIP OF THE CURB TO 7' PAST THE PROPOSED WATERLINE.

THE REMOVALS AND DISTANCES SHOWN ARE APPROXIMATE. THESE AREAS WILL BE LOCATED IN THE FIELD. COORDINATE LOCATION WITH OWNER.

CONTRACTOR SHALL ADJUST ALL VALVE BOXES AND MANHOLES TO FINISHED GRADE AND INSTALL CONCRETE DIAMONDS AROUND THEM ACCORDING TO THE CITY OF DOUGLAS STANDARD SPECIFICATIONS, LATEST EDITION.

REMOVE AND REPLACE CONCRETE SECTIONS ACCORDING TO THE CITY OF DOUGLAS STANDARD SPECIFICATIONS, LATEST EDITION.

CONTRACTOR SHALL MAINTAIN DRAINAGE AND FLOW THROUGH ALL NEW SECTIONS OF CONCRETE.

CONTRACTOR SHALL SAW CUT ALL CONCRETE AT CONNECTING LOCATIONS.

PAVING FABRIC SHALL BE MIRAFI MPM5DE OR APPROVED EQUAL.

GEOTECHNICAL REPORT AVAILABLE UPON REQUEST.



Civil Engineering Professionals, Inc.

CITY OF DOUGLAS
DOUGLAS

WYOMING

STREET LIGHTING IMPROVEMENTS PROJECT
SURFACING - 4TH ST STA 0+50 TO 4+50

SHEET
R1 14

07-08-2024

Re: Appointment of Agents - Power of Attorney

To Whom It May Concern:

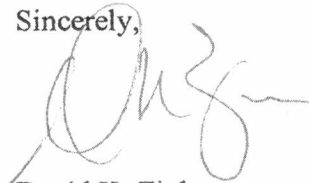
Pursuant to a Board resolution adopted by the Board of Directors of JTL Group, Inc., a Montana corporation, and JTL Group, Inc., a Wyoming corporation, I am authorized, as Region President, to designate certain individuals as agents of JTL Group, Inc. who shall be authorized, in the name and on behalf of JTL Group, Inc., to execute and deliver construction contracts, subcontracts, agreements, documents, and other instruments with governmental authorities (federal, state, county, or local), with general contractors or subcontractors, and with private parties.

I hereby designate each of the following individual(s) an agent of JTL Group, Inc., and each of them is authorized and empowered to execute and deliver documents, including but limited to, construction contracts, subcontracts, prime contractor proposals, subcontractor proposals, competitive bids for projects, price quotations or bids for materials, lien releases, and other related agreements, documents, and instruments with governmental authorities (federal, state, county, or local), with general contractors or subcontractors, and with private parties, in the name and on behalf of JTL Group, Inc.:

Mike Eichner
Tyler Bokma
Todd McKeever
Joseph Smith
Carolyn Vasquez
April Cotton

This authorization letter is effective and in full force and effect, until modified.

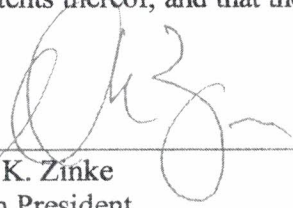
Sincerely,

A handwritten signature in dark ink, appearing to read 'D. Zinke', with a stylized flourish at the end.

David K. Zinke
Region President

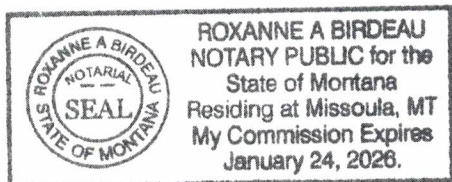
STATE OF MONTANA)
) ss:
COUNTY OF Missoula)

David K. Zinke, being first duly sworn, deposes and says that he is the Region President for JTL Group, Inc.; that the execution of this instrument is the act and deed of the Corporation, that he has read the foregoing document and knows the contents thereof, and that the statements herein are true.



David K. Zinke
Region President

Subscribed and sworn to before me on July 8, _____, 2024.





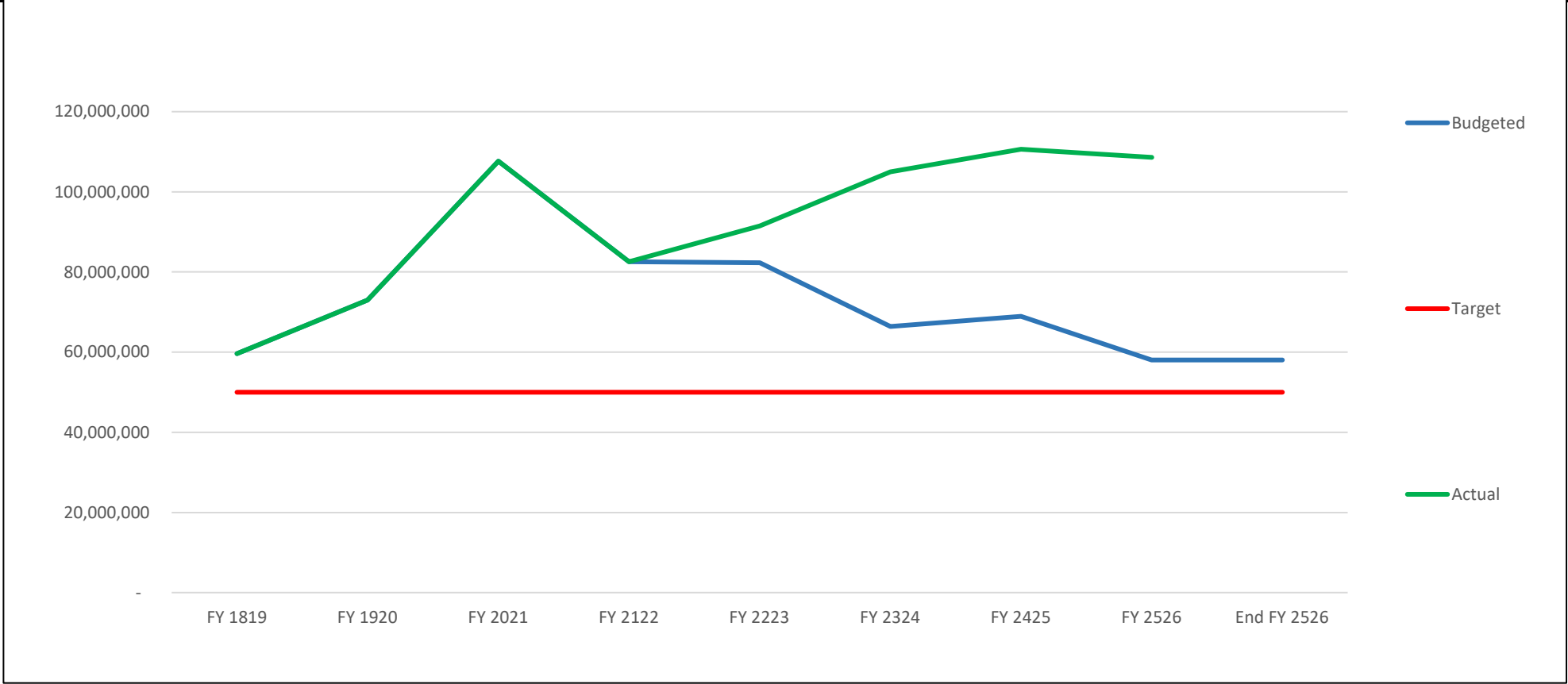

_____, Notary Public
Missoula _____ County, Montana
My commission expires: January 24, 2026

City of Douglas

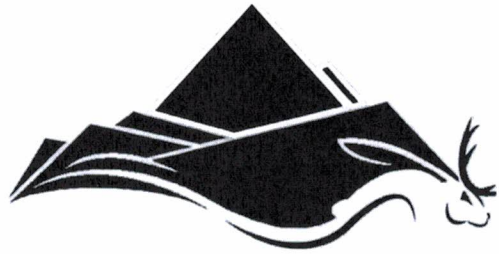
Overall Reserves & Targets

FY 2526

RESERVES	Ending FY 1819	Ending FY 1920	Ending FY 2021	Ending FY 2122	Ending FY 2223	Ending FY 2324	Ending FY 2425	As of October FY 2526	Projection End FY 2526
Actual	59,637,255	72,981,953	107,631,740	82,548,368	91,512,751	104,950,707	110,651,662	108,568,824	
Budgeted	59,637,255	72,981,953	107,631,740	82,548,368	82,304,017	66,421,873	68,967,055	58,073,856	58,073,856
Target	50,000,000	50,000,000	50,000,000	50,000,000	50,000,000	50,000,000	50,000,000	50,000,000	50,000,000



TREASURER'S REPORT



To the City Council:

The following is a General Statement of Accountability from the City Treasurer for the funds of the City of Douglas for the fiscal month to date ended and at **October 31, 2025**

FUND	Fund #	BALANCE AT BEGINNING OF MONTH	CASH RECEIPTS FOR PERIOD	CASH DISBURSEMENTS FOR PERIOD	TRANSFERS AND ADJUSTMENTS	BALANCE AT October 31, 2025
GOVERNMENTAL FUNDS						
GENERAL	10	\$ 33,256,509.71	\$ 1,554,581.63	\$ 1,024,518.74		\$ 33,786,572.60
SPECIAL REVENUE FUNDS						
-IMPACT ASSISTANCE	11	2,150,665.30	6,237.64	0.00		2,156,902.94
-POLICE SPECIAL PROJECTS	13	(17,212.74)	1,753.18	485.76		(15,945.32)
TOTAL SPECIAL REVENUE FUNDS		\$ 2,133,452.56	\$ 7,990.82	\$ 485.76	\$ -	\$ 2,140,957.62
TOTAL GOVERNMENTAL		\$ 35,389,962.27	\$ 1,562,572.45	\$ 1,025,004.50	\$ -	\$ 35,927,530.22
PROPRIETARY FUNDS						
ENTERPRISE FUNDS						
- WATER	31	13,949,344.06	358,097.07	572,154.13		13,735,287.00
-SEWER	32	5,531,394.76	134,560.64	525,248.76		5,140,706.64
-SANITATION	33	1,330,782.51	132,614.42	143,349.59		1,320,047.34
-LANDFILL	34	1,979,828.32	129,328.54	102,527.62		2,006,629.24
TOTAL ENTERPRISE		\$ 22,791,349.65	\$ 754,600.67	\$ 1,343,280.10	\$ -	\$ 22,202,670.22
INTERNAL SERVICE FUNDS						
- EMPLOYEE HEALTH CARE	39	-287,110.08	452,397.72	636,037.52		(470,749.88)
TOTAL PROPRIETARY		\$ 22,504,239.57	\$ 1,206,998.39	\$ 1,979,317.62	\$ -	\$ 21,731,920.34
CAPITAL PROJECT FUNDS						
-CAPITAL IMPROVEMENT RESERVE	40	388,034.46	149.17	-		388,183.63
-ECONOMIC DEVELOPMENT	41	2,208,229.19	6,280.90	2,717.00		2,211,793.09
-BROWNFIELD GRANT	42	0.00	-	-		(0.00)
-CAPITAL EQUIPMENT RESERVE	47	2,288,947.92	8,434.89	3,022.80		2,294,360.01
-FIRE EQUIPMENT	50	543,603.80	92.82	-		543,696.62
-CLG - PROJECTS	53	7,321.66	-	-		7,321.66
-TRAIN CAR RESTORATION	54	72,878.90	-	6,125.00		66,753.90
-POOL IMPROVEMENTS	55	1,541,024.72	-	201,111.36		1,339,913.36
-STREET IMPROVEMENTS	56	14,348,052.87	-	405,354.08		13,942,698.79
-PUBLIC FACILITIES	57	26,183,991.62	13,821.82	59,489.28		26,138,324.16
-PARK IMPROVEMENTS	65	3,651,465.97	2,693.60	7,231.86		3,646,927.71
TOTAL CAPITAL PROJECT		\$ 51,233,551.11	\$ 31,473.20	\$ 685,051.38	\$ -	\$ 50,579,972.93
TRUST AND AGENCY FUNDS						
-PERPETUAL CARE FUND	90	195,692.59	4,291.09	-		199,983.68
-VISIBLE MEMORIALS FUND	91	15.95	0.02	-		15.97
- HISTORIC PRESERVATION	92	23,192.53	254.93	291.10		23,156.36
- ARTS & CULTURE BOARD	93	1,931.97	-	256.38		1,675.59
-UTILITY DEPOSITS	96	103,989.89	855.00	315.23		104,529.66
-DEFERRED COMP PAYABLE	97	39.61	-	-		39.61
TOTAL TRUST AND AGENCY		\$ 324,862.54	\$ 5,401.04	\$ 862.71	\$ -	\$ 329,400.87
TOTAL ALL FUNDS		\$ 109,452,615.49	\$ 2,806,445.08	\$ 3,690,236.21	\$ -	\$ 108,568,824.36

CERTIFICATION

I hereby certify that the foregoing is a true statement of my accountability to the City of Douglas for the total of the funds of the various accounts thereof as of the date of this report, and that said foregoing statement is materially correct, and that to cover the amount accountable to the City of Douglas stated in the foregoing statement, I hold the following:

Cash on hand.....	\$ 575.00
Cash and Investments at First Northern Bank	\$ 13,616,190.12
Cash and Investments at Points West Community Bank	5,832,933.51
Cash and Investments at Converse County Bank.....	67,449,125.45
Securities, Security Pools, and Interfund Advances.....	21,670,000.28
Total	\$ 108,568,824.36

Mary Nicol

Mary Nicol, Treasurer

October 31, 2025

CASH AND INVESTMENT SUMMARY
CITY OF DOUGLAS
October 31, 2025

FUND	#	COMBINED CASH FUND	MONEY MARKETS	TIME DEPOSITS	SECURITY POOLS	TOTAL
<u>GOVERNMENTAL FUNDS</u>						
GENERAL	10	\$ 8,020,714.79	590,920.29	\$ 10,133,251.27	\$ 15,041,686.25	\$ 33,786,572.60
<u>SPECIAL REVENUE FUNDS</u>						
-IMPACT ASSISTANCE	11	23,887.23	1,979,266.58	153,749.13	-	2,156,902.94
-POLICE SPECIAL PROJECTS	13	(15,945.32)		-	-	(15,945.32)
TOTAL SPECIAL REVENUE		7,941.91	1,979,266.58	153,749.13	-	2,140,957.62
		-		-	-	-
TOTAL GOVERNMENTAL		8,028,656.70	2,570,186.87	10,287,000.40	15,041,686.25	35,927,530.22
<u>PROPRIETARY FUNDS</u>						
<u>ENTERPRISE FUNDS</u>						
- WATER	31	1,993,123.30	127,014.11	7,111,815.04	4,503,334.55	13,735,287.00
-SEWER	32	2,164,055.60	127,014.11	1,489,808.95	1,359,827.98	5,140,706.64
-SANITATION	33	647,463.54		672,583.80		1,320,047.34
-LANDFILL	34	424,319.56		1,582,309.68		2,006,629.24
TOTAL ENTERPRISE		5,228,962.00	254,028.22	10,856,517.47	5,863,162.53	22,202,670.22
<u>INTERNAL SERVICE FUNDS</u>						
- EMPLOYEE HEALTH CARE	39	(470,749.88)		-	-	(470,749.88)
TOTAL PROPRIETARY		4,758,212.12	254,028.22	10,856,517.47	5,863,162.53	21,731,920.34
<u>CAPITAL PROJECT FUNDS</u>						
-CAPITAL IMPROVEMENT RESERVE	40	119,731.65		268,451.98		388,183.63
-ECONOMIC DEVELOPMENT	41	32,004.35	1,979,266.57	200,522.17		2,211,793.09
-BROWNFIELD GRANT	42					-
-CAPITAL EQUIPMENT RESERVE	47	1,760,580.93	274,200.64	259,578.44		2,294,360.01
-FIRE EQUIPMENT	50	74,499.47		469,197.15		543,696.62
-CLG - PROJECTS	53	7,321.66				7,321.66
-TRAIN CAR RESTORATION	54	66,753.90				66,753.90
-POOL IMPROVEMENTS	55	38,002.51		1,301,910.85		1,339,913.36
-STREET IMPROVEMENTS	56	(1,002,488.31)		14,945,187.10		13,942,698.79
-PUBLIC FACILITIES	57	(829,267.62)	5,699,410.36	21,268,181.42		26,138,324.16
-PARK IMPROVEMENTS	65	44,935.94		2,958,712.86	643,278.91	3,646,927.71
TOTAL CAPITAL PROJECT		312,074.48	7,952,877.57	41,671,741.97	643,278.91	50,579,972.93
<u>TRUST AND AGENCY FUNDS</u>						
-PERPETUAL CARE FUND	90	9,749.43		68,361.66	121,872.59	199,983.68
-VISIBLE MEMORIALS FUND	91	15.97		-		15.97
- HISTORIC PRESERVATION	92	23,156.36		-		23,156.36
- ARTS & CULTURE BOARD	93	1,675.59				1,675.59
-UTILITY DEPOSITS	96	7,592.30		96,937.36		104,529.66
-DEFERRED COMP PAYABLE	97	39.61				39.61
TOTAL TRUST AND AGENCY		42,229.26		165,299.02	121,872.59	329,400.87
TOTAL ALL FUNDS		\$ 13,141,172.56	\$ 10,777,092.66	\$ 62,980,558.86	\$ 21,670,000.28	\$ 108,568,824.36

CITY OF DOUGLAS
POOLED TIME DEPOSITS and MONEY MARKET ACCOUNT SUMMARY AND ALLOCATION
 October 31, 2025

CD's/TDOA's	TOTAL	10 General Fund	11 Impact Assistance Fund	31 Water Fund	32 Sewer Fund	33 Sanitation Fund	34 Landfill Fund	39 Health Ins. Fund	40 Cap. Imp. Reserve
CONVERSE COUNTY BANK									
TDOA #1290 - \$5,367,075.58 - 4.04% APY MATURES 12/18/2028 - 60 Months	5,759,009.37	4,895,157.96							
	-								
TDOA #1291 - \$1,124,582.87 - 4.10% APY MATURES 2/28/2029 - 60 Months	1,195,474.87	430,370.85				298,868.74	298,868.74		
TDOA #1301 - \$2,141,379.95 - 4.30% APY MATURES 6/25/2026 - 12 Months	2,164,588.99	1,139,257.38	153,749.13	57,131.58	35,816.47				
TDOA #1294 - \$5,566,503.86 - 3.80% APY MATURES 8/28/2027 - 36 Months	5,782,389.85	82,810.51		867,358.47	-		289,119.50		
TDOA #1296 - \$6,500,000 - 3.50% APY MATURES 9/26/2027 - 36 Months	7,447,694.35	181,829.27		286,460.24	29,918.73				
TDOA #1299 - \$21,000,228.24 - 4.06% MATURES 12/5/2027 - 36 Months	21,637,142.74	603,676.87		4,868,357.12		270,464.29	168,315.34		
	-								
TDOA #1298 - \$5,000,000 - 4.30% MATURES 11/18/2029 - 60 Months	5,162,538.12	501,552.94		1,032,507.63	1,424,073.75	103,250.77	826,006.10	-	268,451.98
TDOA #1300 - \$5,000,000 - 4.21% MATURES 12/13/2025 - 12 Months	5,159,689.60								
TOTAL - CONVERSE CO BANK	\$ 54,308,527.89	\$ 7,834,655.78	\$ 153,749.13	\$ 7,111,815.04	\$ 1,489,808.95	\$672,583.80	\$ 1,582,309.68	\$ -	\$268,451.98
FIRST NORTHERN BANK									
CD #101016574 - \$1,000,000 - 4.25% MATURES 3/1/2029 - 60 Months	1,073,475.46								
CD #101018802 - \$1,900,000 - 4.75% MATURES 6/25/2026 - 12 Months	2,019,650.22	\$ 2,019,650.22							
Total - First Northern Bank	\$ 3,093,125.68	\$ 2,019,650.22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POINTS WEST COMMUNITY BANK									
CD #40020351 - \$5,466,893.77 - 4.18% MATURES - 2/27/2026 - 12 months	\$ 5,578,905.29	278,945.27							
TOTAL - POINTS WEST	\$ 5,578,905.29	\$ 278,945.27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL CD's/TDOA's	\$ 62,980,558.86	\$ 10,133,251.27	\$ 153,749.13	\$ 7,111,815.04	\$ 1,489,808.95	\$672,583.80	\$ 1,582,309.68	\$ -	\$268,451.98

Money Market Accounts									
FIRST NORTHERN BANK									
MMA #1160046429 - \$10,443,777.80	10,523,064.44	590,920.29	1,979,266.58						
TOTAL - FIRST NORTHERN BANK	\$ 10,523,064.44	590,920.29	1,979,266.58	0.00	0.00	0.00	0.00	0.00	0.00
POINTS WEST COMMUNITY BANK									
MMA #400101192 - \$200,000	254,028.22	0.00		127,014.11	127,014.11				
TOTAL - POINTS WEST	\$ 254,028.22	0.00	0.00	127,014.11	127,014.11	0.00	0.00	0.00	0.00
TOTAL MMA's	\$ 10,777,092.66	590,920.29	1,979,266.58	127,014.11	127,014.11	0.00	0.00	0.00	0.00
GRAND TOTAL	\$ 73,757,651.52	\$ 10,724,171.56	\$2,133,015.71	\$ 7,238,829.15	\$ 1,616,823.06	\$672,583.80	\$ 1,582,309.68	\$ -	\$268,451.98

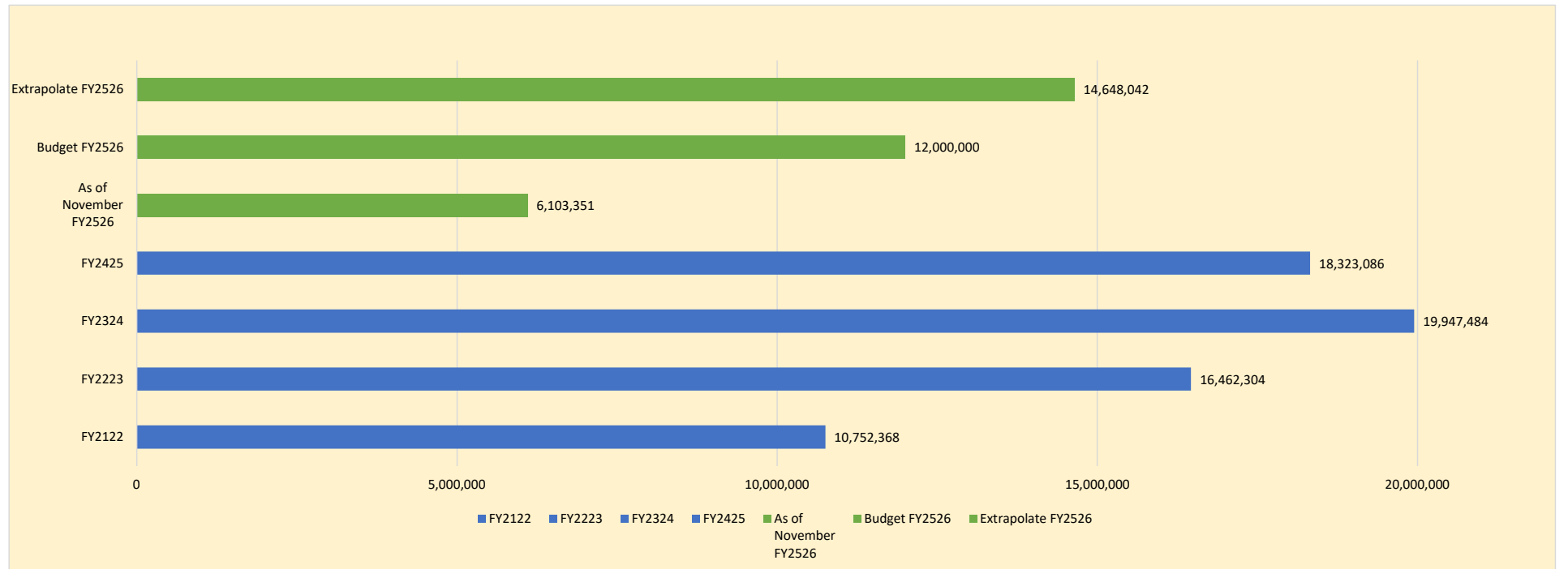
CITY OF DOUGLAS
POOLED TIME DEPOSITS and MONEY MARKET ACCOUNT SUMMARY AND ALLOCATION
 October 31, 2025

CD's/TDOA's	41 Economic Development	47 Cap. Equip. Reserve	50 Cap. Fire Equip. Reserve	55 Pool Improvements	56 Cap. Street Imp. Reserve	57 Cap. Public Fac. Imp. Reserve	65 Cap. Park Imp. Reserve	90 Perpetual Care Fund	96 Utility Dep. Fund
CONVERSE COUNTY BANK									
TDOA #1290 - \$5,367,075.58 - 4.04% APY MATURES 12/18/2028 - 60 Months	0				863,851.41				
0									
TDOA #1291 - \$1,124,582.87 - 4.10% APY MATURES 2/28/2029 - 60 Months				119,547.51				17932.14	29886.89
TDOA #1301 - \$2,141,379.95 - 4.30% APY MATURES 6/25/2026 - 12 Months			56,194.10	209,943.23		512,497.10			
TDOA #1294 - \$5,566,503.86 - 3.80% APY MATURES 8/28/2027 - 36 Months						4,543,101.37			
TDOA #1296 - \$6,500,000 - 3.50% APY MATURES 9/26/2027 - 36 Months	200,522.17	259,578.44		972,420.11	2,139,630.74	2,247,353.59	1,038,313.77	40,104.44	51,562.85
TDOA #1299 - \$21,000,228.24 - 4.06% MATURES 12/5/2027 - 36 Months	0				5,409,285.69	10,317,043.43			
0									
TDOA #1298 - \$5,000,000 - 4.30% MATURES 11/18/2029 - 60 Months			413,003.05		5,419.18	510,834.64	51,625.38	10,325.08	15,487.62
TDOA #1300 - \$5,000,000 - 4.21% MATURES 12/13/2025 - 12 Months					2,063,875.85	2,063,875.83	1,031,937.92		
TOTAL - CONVERSE CO BANK	\$ 200,522.17	\$ 259,578.44	\$ 469,197.15	\$1,301,910.85	\$ 10,482,062.87	\$20,194,705.96	\$2,121,877.07	\$ 68,361.66	\$ 96,937.36
FIRST NORTHERN BANK									
CD #101016574 - \$1,000,000 - 4.25% MATURES 3/1/2029 - 60 Months						\$ 1,073,475.46			
CD #101018802 - \$1,900,000 - 4.75% MATURES 6/25/2026 - 12 Months									
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,073,475.46	\$ -	\$ -	\$ -
POINTS WEST COMMUNITY BANK									
CD #40020351 - \$5,466,893.77 - 4.18% MATURES - 2/27/2026 - 12 months					4,463,124.23		836,835.79		
TOTAL - POINTS WEST	\$ -	\$ -	\$ -	\$ -	\$ 4,463,124.23	\$ -	\$ 836,835.79	\$ -	\$ -
TOTAL CD's/TDOA's	\$ 200,522.17	\$ 259,578.44	\$ 469,197.15	\$1,301,910.85	\$ 14,945,187.10	\$21,268,181.42	\$2,958,712.86	\$ 68,361.66	\$ 96,937.36
Money Market Accounts									
	1,979,266.57	274,200.64				5,699,410.36			
	1,979,266.57	274,200.64	0.00	0.00	0.00	5,699,410.36	0.00	0.00	0.00
POINTS WEST COMMUNITY BANK									
MMA #400101192 - \$200,000									
TOTAL - POINTS WEST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MMA's	1,979,266.57	274,200.64	0.00	0.00	0.00	5,699,410.36	0.00	0.00	0.00
GRAND TOTAL	\$ 2,179,788.74	\$ 533,779.08	\$ 469,197.15	\$1,301,910.85	\$ 14,945,187.10	\$26,967,591.78	\$2,958,712.86	\$ 68,361.66	\$ 96,937.36

CITY OF DOUGLAS
SECURITY POOLS SUMMARY AND ALLOCATION
October 31, 2025

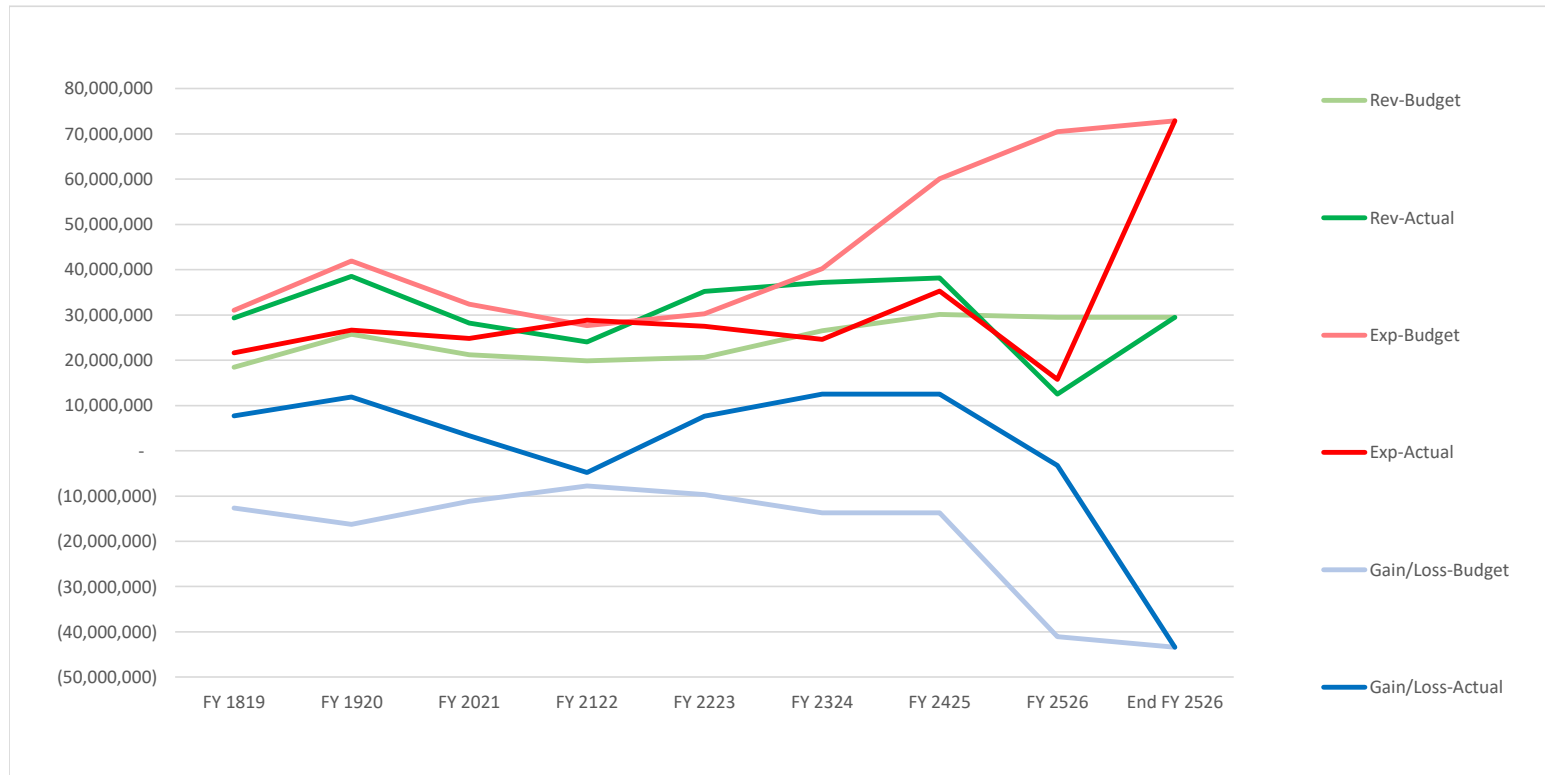
INSTITUTION	TOTAL	10 GENERAL FUND	31 WATER FUND	32 SEWER FUND	65 PARK IMP FUND	90 Perpetual Care FUND
<u>Wyoming State Treasurer - WYOSTAR</u>	\$ 564,677.15	\$ 442,804.56		\$ -	\$ -	\$ 121,872.59
<u>Wyo. Government Investment Fund - WG</u>	271,074.38	-		271,074.38	-	-
<u>Peak Investments</u>	11,204,791.29	4,969,424.21	4,503,334.57	1,088,753.61	643,278.89	
<u>WyoClass</u>	9,629,457.45	9,629,457.45				
TOTAL	\$ 21,670,000.27	\$ 15,041,686.25	\$ 4,503,334.55	\$ 1,359,827.98	\$ 643,278.91	\$ 121,872.59

Sales Tax							Using Average % of Previous Years				Using Equal Monthly Budget		
	Average %	FY 2122	FY 2223	FY 2324	FY 2425	FY 2526	% Collected	Budget	FY 2526 Variance	Total Variance	FY 26 Budget	FY 26 Variance	Total Variance
July	7.65%	688,361	1,180,151	1,593,239	1,659,312	1,199,178	9.99%	918,413	280,765	280,765	1,000,000	199,178	199,178
August	7.44%	621,431	1,477,386	1,626,656	1,255,674	1,603,515	13.36%	892,845	710,670	991,435	1,000,000	603,515	802,693
September	7.47%	669,516	1,420,424	1,593,741	1,287,925	856,663	7.14%	896,211	-39,548	951,888	1,000,000	-143,337	659,356
October	9.21%	733,755	1,832,154	1,524,683	2,059,904	1,114,838	9.29%	1,105,173	9,664	961,552	1,000,000	114,838	774,194
November	8.74%	944,700	1,539,437	1,521,004	1,685,775	1,329,157	11.08%	1,048,877	280,280	1,241,831	1,000,000	329,157	1,103,351
December	8.11%	858,551	1,272,109	1,499,682	1,685,090								
January	8.54%	839,002	1,210,210	1,914,457	1,722,773								
February	9.10%	1,092,275	1,498,053	1,584,696	1,688,343								
March	7.28%	945,710	953,719	1,512,571	1,274,371								
April	6.99%	940,150	1,244,896	1,304,870	933,522								
May	10.00%	1,159,826	1,379,561	2,243,612	1,759,352								
June	9.47%	1,259,090	1,454,204	2,028,274	1,311,046								
Revenue		10,752,368	16,462,304	19,947,484	18,323,086	6,103,351	50.86%	12,000,000	1,241,831	4,427,470	12,000,000	1,103,351	3,538,773
Budget		7,500,000	7,500,000	8,500,000	10,000,000	12,000,000							
Monthly Average		896,031	1,371,859	1,662,290	1,526,924	1,220,670							



City of Douglas Overall Budget-Projected FY 2526

OVERALL TRENDS								As of October FY 2526	Projection End FY 2526
	FY 1819	FY 1920	FY 2021	FY 2122	FY 2223	FY 2324	FY 2425		
Rev-Budget	18,455,712	25,727,819	21,213,655	19,848,238	20,636,557	26,483,898	30,102,005	29,486,908	29,486,908
Rev-Actual	29,376,308	38,550,967	28,183,299	24,018,421	35,191,787	37,150,744	38,185,354	12,537,522	29,486,908
Exp-Budget	31,072,790	41,946,674	32,358,571	27,643,909	30,291,041	40,205,060	60,071,977	70,504,710	72,904,446
Exp-Actual	21,667,745	26,676,029	24,848,172	28,812,865	27,528,699	24,611,879	35,290,924	15,747,775	72,904,446
Gain/Loss-Budget	(12,617,078)	(16,218,855)	(11,144,916)	(7,795,671)	(9,654,484)	(13,721,162)	(13,721,162)	(41,017,802)	(43,417,538)
Gain/Loss-Actual	7,708,563	11,874,938	3,335,127	(4,794,444)	7,663,088	12,538,865	12,538,865	(3,210,253)	(43,417,538)



Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
GENERAL FUND			
GENERAL GOVT - NON DEPARTMENTL			
10-5100-1021	EMPLOYEE BENEFITS - SCL SCRTY	13	40
10-5100-1023	EMPLOYEE BENEFITS - HEALTH INS	6,036	6,000
10-5100-1025	EMPLOYEE BENEFITS - WRKRS COMP	2	15
10-5100-1032	EMPLOYEE BENEFITS - MDCL SRVC	169	3,000
10-5100-2101	POSTAGE/FREIGHT	1,585	7,500
10-5100-2115	PUBLISHING/ADVERTISING	11,847	65,400
10-5100-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	8,721	200
10-5100-2122	TRAINING/DEVELOPMENT	0	20,000
10-5100-2123	MEALS/LODGING/TRAVEL	920	4,050
10-5100-2131	UTILITY SERVICES - ELECTRICITY	27,878	85,000
10-5100-2132	UTILITY SERVICES - WTR/SWR/GRB	1,862	3,000
10-5100-2133	UTILITY SERVICES - NATURAL GAS	144	3,500
10-5100-2134	TELECOMMUNICATIONS	4,351	13,250
10-5100-2141	EQUIPMENT - RENT	355	700
10-5100-2151	LEGAL	10,348	47,000
10-5100-2152	ACCOUNTING/AUDITING	0	75,000
10-5100-2155	REPAIRS/MAINTENANCE	4,008	26,700
10-5100-2156	MAINTENANCE AGREEMENT	1,521	7,080
10-5100-2157	INSURANCE	2,726	120,750
10-5100-2158	MISC CONTRACTUAL SERVICES	68,275	118,834
10-5100-2166	COLLECTION FEES	0	75
10-5100-2175	REFUNDS/REIMBURSEMENT EXPENSE	1,275	600
10-5100-3201	OFFICE SUPPLIES	5,307	15,000
10-5100-3210	OPERATING SUPPLIES	9,619	35,000
10-5100-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	2,577	19,164
10-5100-3230	REFRESHMENT SUPPLIES	487	7,500
10-5100-3235	FUEL	502	1,500
10-5100-7601	CLAIMS AGAINST CITY	0	5,000
10-5100-7606	UNEMPLOYMENT CLAIMS	4,316	2,500
Total GENERAL GOVT - NON DEPARTMENTL:		174,843	693,358
GENERAL GOVT - CITY COUNCIL			
10-5101-1001	SALARIES/WAGES - REGULAR	11,000	33,000
10-5101-1021	EMPLOYEE BENEFITS - SCL SCRTY	842	2,525
10-5101-1025	EMPLOYEE BENEFITS - WRKRS COMP	106	365

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
10-5101-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	0	8,550
10-5101-2122	TRAINING/DEVELOPMENT	400	7,500
10-5101-2123	MEALS/LODGING/TRAVEL	482	6,000
10-5101-3210	OPERATING SUPPLIES	0	500
Total GENERAL GOVT - CITY COUNCIL:		12,830	58,440

GENERAL GOVT - CITY MANAGER

10-5102-1001	SALARIES/WAGES - REGULAR	57,993	141,750
10-5102-1005	SALARIES/WAGES - LONGEVITY	0	87
10-5102-1006	SALARIES/WAGES - ALLOWANCES	400	1,200
10-5102-1021	EMPLOYEE BENEFITS - SCL SCRTY	4,467	10,942
10-5102-1023	EMPLOYEE BENEFITS - HEALTH INS	12,294	37,190
10-5102-1025	EMPLOYEE BENEFITS - WRKRS COMP	1,145	3,218
10-5102-1029	EMPLOYEE BENEFITS - WY RTRMNT	9,867	26,394
10-5102-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	742	1,700
10-5102-2122	TRAINING/DEVELOPMENT	450	2,550
10-5102-2123	MEALS/LODGING/TRAVEL	2,256	5,050
10-5102-2134	TELECOMMUNICATIONS	170	0
Total GENERAL GOVT - CITY MANAGER:		89,783	230,081

GENERAL GOVT - IT

10-5103-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	2,328	7,570
10-5103-2155	REPAIRS/MAINTENANCE	0	6,800
10-5103-2156	MAINTENANCE AGREEMENT	37,990	136,725
10-5103-2158	MISC CONTRACTUAL SERVICES	90,976	284,771
10-5103-3210	OPERATING SUPPLIES	0	2,400
10-5103-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	14,822	455,150
Total GENERAL GOVT - IT:		146,116	893,416

GENERAL GOVT - FINANCE

10-5104-1001	SALARIES/WAGES - REGULAR	85,044	249,744
10-5104-1002	SALARIES/WAGES - OVERTIME	0	1,500
10-5104-1005	SALARIES/WAGES - LONGEVITY	0	1,299
10-5104-1006	SALARIES/WAGES - ALLOWANCES	300	0
10-5104-1021	EMPLOYEE BENEFITS - SCL SCRTY	6,758	20,057

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
10-5104-1023	EMPLOYEE BENEFITS - HEALTH INS	36,463	109,693
10-5104-1025	EMPLOYEE BENEFITS - WRKRS COMP	1,673	5,702
10-5104-1026	EMPLOYEE BENEFITS - DFRRD COMP	2,997	8,745
10-5104-1029	EMPLOYEE BENEFITS - WY RTMT	15,835	46,782
10-5104-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	75	1,600
10-5104-2122	TRAINING/DEVELOPMENT	0	3,900
10-5104-2123	MEALS/LODGING/TRAVEL	0	2,500
10-5104-3210	OPERATING SUPPLIES	250	250
10-5104-3220	SMALL TOOLS & EQUIPMENT	0	1,500
Total GENERAL GOVT - FINANCE:		149,395	453,272

GENERAL GOVT - MUNICIPAL COURT

10-5105-1001	SALARIES/WAGES - REGULAR	20,742	61,625
10-5105-1005	SALARIES/WAGES - LONGEVITY	0	535
10-5105-1021	EMPLOYEE BENEFITS - SCL SCRTY	1,633	4,893
10-5105-1023	EMPLOYEE BENEFITS - HEALTH INS	3,077	9,232
10-5105-1025	EMPLOYEE BENEFITS - WRKRS COMP	407	6,972
10-5105-1026	EMPLOYEE BENEFITS - DFRRD COMP	610	9,573
10-5105-1029	EMPLOYEE BENEFITS - WY RTRMNT	2,838	8,394
10-5105-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	0	270
10-5105-2122	TRAINING/DEVELOPMENT	0	420
10-5105-2123	MEALS/LODGING/TRAVEL	0	540
10-5105-2151	LEGAL	8,579	28,000
10-5105-2156	MAINTENANCE AGREEMENT	0	2,580
10-5105-2166	COLLECTION FEES	0	500
10-5105-2175	REFUNDS/REIMBURSEMENT EXPENSE	0	250
10-5105-3210	OPERATING SUPPLIES	0	500
10-5105-3233	UNIFORMS/CARE	0	150
Total GENERAL GOVT - MUNICIPAL COURT:		37,885	134,434

GENERAL GOVT - PLANNING/DVPM

10-5106-1001	SALARIES/WAGES - REGULAR	106,477	307,841
10-5106-1005	SALARIES/WAGES - LONGEVITY	0	1,136
10-5106-1006	SALARIES/WAGES - ALLOWANCES	300	900
10-5106-1021	EMPLOYEE BENEFITS - SCL SCRTY	8,404	24,438
10-5106-1023	EMPLOYEE BENEFITS - HEALTH INS	8,462	49,644

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
10-5106-1025	EMPLOYEE BENEFITS - WRKRS COMP	2,093	6,972
10-5106-1026	EMPLOYEE BENEFITS - DFRRD COMP	3,239	9,573
10-5106-1029	EMPLOYEE BENEFITS - WY RTRMNT	16,586	47,747
10-5106-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	245	1,880
10-5106-2122	TRAINING/DEVELOPMENT	575	3,535
10-5106-2123	MEALS/LODGING/TRAVEL	837	4,894
10-5106-2134	TELECOMMUNICATIONS	684	3,650
10-5106-2153	ARCHITECT/ENGINEERING/SURVEY	2,025	10,000
10-5106-2155	REPAIRS/MAINTENANCE	0	1,000
10-5106-2156	MAINTENANCE AGREEMENT	352	2,200
10-5106-2158	MISC CONTRACTUAL SERVICES	5,424	10,000
10-5106-2175	REFUNDS/REIMBURSEMENT EXPENSE	119	750
10-5106-3210	OPERATING SUPPLIES	698	4,975
10-5106-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	1,145	1,000
10-5106-3235	FUEL	198	2,000
Total GENERAL GOVT - PLANNING/DVPMT:		157,864	494,135

GENERAL GOVT - HUMAN RESOURCES

10-5107-1001	SALARIES/WAGES - REGULAR	23,080	101,497
10-5107-1006	SALARIES/WAGES - ALLOWANCES	75	0
10-5107-1021	EMPLOYEE BENEFITS - SCL SCRTY	1,771	7,765
10-5107-1023	EMPLOYEE BENEFITS - HEALTH INS	109	12,866
10-5107-1025	EMPLOYEE BENEFITS - WRKRS COMP	454	2,284
10-5107-1029	EMPLOYEE BENEFITS - WY RTRMNT	3,959	18,899
10-5107-2120	DUES,MEMBERSHIPS,SUBSCRIPTIONS	0	659
10-5107-2122	TRAINING/DEVELOPMENT	746	1,500
10-5107-2123	MEALS/LODGING/TRAVEL	220	500
10-5107-3210	OPERATING SUPPLIES	32	0
10-5107-3220	SMALL TOOLS & EQUIPMENT	237	0
Total GENERAL GOVT - HUMAN RESOURCES:		30,684	145,970

GENERAL GOVT - CITY CLERK

10-5109-1001	SALARIES/WAGES - REGULAR	26,694	121,351
10-5109-1002	SLARIES/WAGES - OVERTIME	0	3,800
10-5109-1005	SALRIES/WAGES - LONGEVITY	0	116
10-5109-1021	EMPLOYEE BENEFITS - SCL SCRTY	2,042	9,583

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
10-5109-1023	EMPLOYEE BENEFITS - HEALTH INS	12,115	72,624
10-5109-1025	EMPLOYEE BENEFITS - WRKRS COMP	523	2,819
10-5109-1029	EMPLOYEE BENEFITS - WY RTRMNT	4,970	22,596
10-5109-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	210	1,630
10-5109-2122	TRAINING/DEVELOPMENT	1,259	6,805
10-5109-2123	MEALS/LODGING/TRAVEL	0	3,375
10-5109-2134	TELECOMMUNICATIONS	0	600
10-5109-2158	MISC CONTRACTUAL SERVICES	945	1,089
10-5109-3210	OPERATING SUPPLIES	481	2,600
10-5109-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	259	2,400

Total GENERAL GOVT - CITY CLERK:

49,499

251,388

COMMUNITY SERVICE CONTRACTS

10-5110-8702	COMM SERV-CNTRCT-COMM CLUB/GE	0	75,000
10-5110-8703	COMM SERV-CNTRCT-YOUTH RCREAT	0	35,000
10-5110-8705	COMM SERV-CNTRCT-HIGH COUNTRY	7,500	30,000
10-5110-8707	COMM SERV-CNTRCT-CHLD/FMLY DVL	1,667	5,000
10-5110-8709	COMM SERV-CNTRCT-YOUTH DVLPMN	6,667	20,000
10-5110-8714	COMM SERV-CNTRCT-THE ENTERPRIS	27,499	110,000
10-5110-8723	COMM SERV-CNTRCT-DGLS HOCKEY	0	40,000
10-5110-8730	COMM SERV-CNTRCT-GATHERING INC	3,903	40,000
10-5110-8734	COMM SERV-CNTRC-LARAMIE PEAK	36,667	120,000
10-5110-8746	COMM SERV-CNTRCT-BOYS & GIRLS	8,750	35,000
10-5110-8748	COMM SERV-CNTRCT-MAIN ST-DOUGL	4,178	28,000
10-5110-8750	COMM SERV-CNTRCT-CHLDRNS ADVO	2,000	8,000
10-5110-8753	COMM SERV-CNTRCT-COMM SRVC BL	0	7,500
10-5110-8755	COMM SERV-CNTRCT-HELPING HAND	0	8,100
10-5110-8759	COMM SRVC CNTRCT-HOPE CENTER	1,843	15,000
10-5110-8763	COMM SRVC CNTRCT-OUTDR ENTHST	25,000	25,000
10-5110-8766	COMM SRVC CNTRCT-SAVING GRACE	0	14,800
10-5110-8767	COMM SRVC CNTRCT-WY STATE FAIR	5,000	20,000
10-5110-8768	COMM SRVC CNTRCT-AMERICAN LEGI	13,890	20,000

Total COMMUNITY SERVICE CONTRACTS:

144,564

656,400

PUBLIC SERVICE CONTRACTS

10-5111-8744	COMM SERV-CNTRCT-FIRE SPPRSN	162,160	627,000
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Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
10-5111-8760	COMM SRVC CNTRCT-JOINT JUSTICE	281,060	1,100,000
Total PUBLIC SERVICE CONTRACTS:		443,220	1,727,000

POLICE DEPT - ADMINISTRATION

10-5201-1001	SALARIES/WAGES - REGULAR	65,161	193,532
10-5201-1002	SALARIES/WAGES - OVERTIME	209	250
10-5201-1005	SALARIES/WAGES - LONGEVITY	0	398
10-5201-1006	SALARIES/WAGES - ALLOWANCES	300	900
10-5201-1021	EMPLOYEE BENEFITS - SCL SCRTY	5,039	14,970
10-5201-1023	EMPLOYEE BENEFITS - HEALTH INS	17,271	52,403
10-5201-1025	EMPLOYEE BENEFITS - WRKRS COMP	1,489	4,681
10-5201-1026	EMPLOYEE BENEFITS - DFRRD COMP	203	600
10-5201-1029	EMPLOYEE BENEFITS - WY RTRMNT	12,172	35,859
10-5201-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	0	655
10-5201-2122	TRAINING/DEVELOPMENT	545	1,570
10-5201-2123	MEALS/LODGING/TRAVEL	447	2,310
10-5201-2131	UTILITY SERVICES - ELECTRICITY	624	2,000
10-5201-2133	UTILITY SERVICES - NATURAL GAS	0	3,500
10-5201-2134	TELECOMMUNICATIONS	160	481
10-5201-2155	REPAIRS/MAINTENANCE	0	2,800
10-5201-2156	MAINTENANCE AGREEMENT	381	1,200
10-5201-2158	MISC CONTRACTUAL SERVICES	400	5,050
10-5201-2161	INCARCERATION CONTRACT	510	2,500
10-5201-3210	OPERATING SUPPLIES	463	6,100
10-5201-3233	UNIFORMS/CARE	0	500
10-5201-3235	FUEL	318	900
Total POLICE DEPT - ADMINISTRATION:		105,692	333,159

POLICE DEPT - PATROL

10-5202-1001	SALARIES/WAGES - REGULAR	504,379	1,618,191
10-5202-1002	SALARIES/WAGES - OVERTIME	31,450	65,000
10-5202-1005	SALARIES/WAGES - LONGEVITY	0	3,077
10-5202-1006	SALARIES/WAGES - ALLOWANCES	200	600
10-5202-1021	EMPLOYEE BENEFITS - SCL SCRTY	41,224	129,762
10-5202-1023	EMPLOYEE BENEFITS - HEALTH INS	185,032	649,454
10-5202-1025	EMPLOYEE BENEFITS - WRKRS COMP	10,506	37,955

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
10-5202-1026	EMPLOYEE BENEFITS - DFRRD COMP	3,188	9,372
10-5202-1029	EMPLOYEE BENEFITS - WY RTRMNT	99,787	312,123
10-5202-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	50	1,494
10-5202-2122	TRAINING/DEVELOPMENT	7,410	16,736
10-5202-2123	MEALS/LODGING/TRAVEL	7,836	17,888
10-5202-2134	TELECOMMUNICATIONS	6,385	20,378
10-5202-2155	REPAIRS/MAINTENANCE	1,556	22,000
10-5202-2156	MAINTENANCE AGREEMENT	16,529	41,775
10-5202-2158	MISC CONTRACTUAL SERVICES	157	2,500
10-5202-3201	OFFICE SUPPLIES	0	500
10-5202-3210	OPERATING SUPPLIES	21,957	44,000
10-5202-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	12,845	48,829
10-5202-3233	UNIFORMS/CARE	3,613	23,500
10-5202-3235	FUEL	7,843	32,400
Total POLICE DEPT - PATROL:		961,947	3,097,534

POLICE DEPT - CRISIS CONTAINME

10-5206-2122	TRAINING/DEVELOPMENT	0	2,686
10-5206-2123	MEALS/LODGING/TRAVEL	0	2,000
10-5206-3210	OPERATING SUPPLIES	390	10,000
Total POLICE DEPT - CRISIS CONTAINME:		390	14,686

PUBLIC WORKS - ADMINISTRATION

10-5301-1001	SALARIES/WAGES - REGULAR	67,697	255,385
10-5301-1002	SALARIES/WAGES - OVERTIME	0	1,498
10-5301-1006	SALARIES/WAGES - ALLOWANCES	300	900
10-5301-1021	EMPLOYEE BENEFITS - SCL SCRTY	5,222	19,780
10-5301-1023	EMPLOYEE BENEFITS - HEALTH INS	16,377	87,009
10-5301-1025	EMPLOYEE BENEFITS - WRKRS COMP	1,333	5,818
10-5301-1029	EMPLOYEE BENEFITS - WY RTRMNT	12,605	47,553
10-5301-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	0	240
10-5301-2122	TRAINING/DEVELOPMENT	0	640
10-5301-2123	MEALS/LODGING/TRAVEL	0	650
10-5301-2131	UTILITY SERVICES - ELECTRICITY	2,489	10,700
10-5301-2132	UTILITY SERVICES - WTR/SWR/GRB	1,531	5,000
10-5301-2133	UTILITY SERVICES - NATURAL GAS	490	10,000

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
10-5301-2134	TELECOMMUNICATIONS	355	800
10-5301-2153	ARCHITECT/ENGINEERING/SURVEING	0	2,000
10-5301-2155	REPAIRS/MAINTENANCE	0	1,500
10-5301-2156	MAINTENANCE AGREEMENT	125	600
10-5301-3210	OPERATING SUPPLIES	175	4,000
10-5301-3230	REFRESHMENT SUPPLIES	190	1,250
10-5301-3235	FUEL	377	1,500
Total PUBLIC WORKS - ADMINISTRATION:		109,268	456,823

PUBLIC WORKS - SHOP

10-5302-1001	SALARIES/WAGES - REGULAR	83,633	243,356
10-5302-1002	SALARIES/WAGES - OVERTIME	364	500
10-5302-1005	SALARIES/WAGES - LONGEVITY	0	885
10-5302-1006	SALARIES/WAGES-ALLOWANCE	200	600
10-5302-1021	EMPLOYEE BENEFITS - SCL SCRTY	6,462	18,828
10-5302-1023	EMPLOYEE BENEFITS - HEALTH INS	48,418	145,250
10-5302-1025	EMPLOYEE BENEFITS - WRKRS COMP	1,650	5,538
10-5302-1029	EMPLOYEE BENEFITS - WY RTRMNT	15,640	45,406
10-5302-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	3,699	6,749
10-5302-2122	TRAINING/DEVELOPMENT	4,095	14,400
10-5302-2123	MEALS/LODGING/TRAVEL	0	1,600
10-5302-2141	EQUIPMENT RENT	0	200
10-5302-2155	REPAIRS/MAINTENANCE	2,075	6,000
10-5302-3210	OPERATING SUPPLIES	24,539	25,000
10-5302-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	7,640	18,500
10-5302-3235	FUEL	818	2,500
10-5302-3237	OIL/LUBE/FLUIDS	2,903	16,000
Total PUBLIC WORKS - SHOP:		202,135	551,312

PUBLIC WORKS - PARKS

10-5304-1001	SALARIES/WAGES - REGULAR	117,016	273,016
10-5304-1002	SALARIES/WAGES - OVERTIME	611	5,500
10-5304-1004	SALARIES/WAGES - TEMPORARY	3,462	84,000
10-5304-1005	SALARIES/WAGES - LONGEVITY	0	1,064
10-5304-1006	SALARIES/WAGES - ALLOWANCES	100	300
10-5304-1021	EMPLOYEE BENEFITS - SCL SCRTY	9,281	27,867

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
10-5304-1023	EMPLOYEE BENEFITS - HEALTH INS	54,460	163,403
10-5304-1025	EMPLOYEE BENEFITS - WRKRS COMP	2,375	8,196
10-5304-1029	EMPLOYEE BENEFITS - WY RTRMNT	17,484	51,860
10-5304-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	107	800
10-5304-2122	TRAINING/DEVELOPMENT	410	2,350
10-5304-2123	MEALS/LODGING/TRAVEL	360	500
10-5304-2131	UTILITY SERVICES - ELECTRICITY	4,515	22,000
10-5304-2132	UTILITY SERVICES - WTR/SWR/GRB	55,569	365,000
10-5304-2133	NATURAL GAS, PROPANE	95	500
10-5304-2141	EQUIPMENT - RENT	0	1,000
10-5304-2155	REPAIRS/MAINTENANCE	2,980	5,000
10-5304-2156	MAINTENANCE AGREEMENT	1,494	1,700
10-5304-2158	MISC CONTRACTUAL SERVICES	6,851	211,000
10-5304-3210	OPERATING SUPPLIES	10,663	57,000
10-5304-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	1,400	2,500
10-5304-3235	FUEL	3,263	10,000
Total PUBLIC WORKS - PARKS:		292,496	1,294,556

PUBLIC WORKS - STREETS/ALLEYS

10-5305-1001	SALARIES/WAGES - REGULAR	114,974	334,779
10-5305-1002	SALARIES/WAGES - OVERTIME	505	4,000
10-5305-1004	SALARIES/WAGES - TEMPORARY	8,661	16,800
10-5305-1005	SALARIES/WAGES - LONGEVITY	0	1,267
10-5305-1006	SALARIES/WAGES - ALLOWANCES	100	300
10-5305-1021	EMPLOYEE BENEFITS - SCL SCRTY	9,515	27,352
10-5305-1023	EMPLOYEE BENEFITS - HEALTH INS	46,570	139,669
10-5305-1025	EMPLOYEE BENEFITS - WRKRS COMP	2,435	8,045
10-5305-1029	EMPLOYEE BENEFITS - WY RTRMNT	21,502	63,081
10-5305-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	0	240
10-5305-2122	TRAINING/DEVELOPMENT	255	8,100
10-5305-2123	MEALS/LODGING/TRAVEL	905	1,700
10-5305-2134	TELECOMMUNICATIONS	0	500
10-5305-2155	REPAIRS/MAINTENANCE	4,964	60,000
10-5305-2158	MISC CONTRACTUAL SERVICES	22,709	108,200
10-5305-3210	OPERATING SUPPLIES	37,074	90,000
10-5305-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	613	9,600
10-5305-3235	FUEL	6,717	28,000

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
Total PUBLIC WORKS - STREETS/ALLEYS:		277,499	901,633
PUBLIC WORKS - CEMETERY			
10-5306-1001	SALARIES/WAGES - REGULAR	55,478	160,546
10-5306-1002	SALARIES/WAGES - OVERTIME	1,132	1,500
10-5306-1004	SALARIES/WAGES - TEMPORARY	0	16,800
10-5306-1005	SALARIES/WAGES - LONGEVITY	0	420
10-5306-1006	SALARIES/WAGES - ALLOWANCES	100	300
10-5306-1021	EMPLOYEE BENEFITS - SCL SCRTY	4,349	13,767
10-5306-1023	EMPLOYEE BENEFITS - HEALTH INS	30,260	90,818
10-5306-1025	EMPLOYEE BENEFITS - WRKRS COMP	1,112	4,049
10-5306-1029	EMPLOYEE BENEFITS - WY RTRMNT	10,541	30,173
10-5306-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	0	100
10-5306-2122	TRAINING/DEVELOPMENT	0	650
10-5306-2131	UTILITY SERVICES - ELECTRICITY	1,064	3,500
10-5306-2132	UTILITY SERVICES - WTR/SWR/GRB	73,699	225,000
10-5306-2133	UTILITY SERVICES - NATURAL GAS	94	2,000
10-5306-2134	TELECOMMUNICATIONS	340	1,250
10-5306-2141	EQUIPMENT - RENT	0	200
10-5306-2155	REPAIRS/MAINTENANCE	0	1,500
10-5306-2156	MAINTENANCE AGREEMENT	967	1,000
10-5306-2158	MISC CONTRACTUAL SERVICES	2,627	10,000
10-5306-3210	OPERATING SUPPLIES	5,748	13,000
10-5306-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	0	2,500
10-5306-3235	FUEL	1,245	2,750
Total PUBLIC WORKS - CEMETERY:		188,755	581,823

PUBLIC WORKS - SWIM POOL

10-5307-2131	UTILITY SERVICES - ELECTRICITY	740	3,500
10-5307-2132	UTILITY SERVICES - WTR/SWR/GRB	6	8,000
10-5307-2133	UTILITY SERVICES - NATURAL GAS	216	5,000
10-5307-2134	TELECOMMUNICATIONS	261	300
10-5307-2155	REPAIRS/MAINTENANCE	0	2,500
10-5307-2158	MISC CONTRACTUAL SERVICES	958	130,000
10-5307-3210	OPERATING SUPPLIES	0	8,000
10-5307-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	0	10,000

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
Total PUBLIC WORKS - SWIM POOL:		2,181	167,300
POLICE SPECIAL PROJECTS FUND			
RURAL VIOLENT CRIME REDUCTION			
13-5820-3220	EQUIPMENT/TOOLS NON CAPITALIZE	0	16,070
Total RURAL VIOLENT CRIME REDUCTION:		0	16,070
HIGHWAY SAFETY TRAFFIC ENFORCE			
13-5821-1001	SALARIES/WAGES - REGULAR	3,083	5,758
13-5821-1021	EMPLOYEE BENEFITS - SCL SCRTY	236	440
13-5821-1023	EMPLOYEE BENEFITS - HEALTH INS	333	0
13-5821-1025	EMPLOYEE BENEFITS - WRKRS COMP	60	130
13-5821-1029	EMPLOYEE BENEFITS - WY RTRMNT	574	1,072
Total HIGHWAY SAFETY TRAFFIC ENFORCE:		4,287	7,400
SCHOOL RESOURCE OFFICER PRGRM			
13-5830-1001	SALARIES/WAGES - REGULAR	13,313	0
13-5830-1021	EMPLOYEE BENEFITS - SCL SCRTY	1,018	0
13-5830-1023	EMPLOYEE BENEFITS - HEALTH INS	9,014	0
13-5830-1025	EMPLOYEE BENEFITS - WRKRS COMP	261	0
13-5830-1029	EMPLOYEE BENEFITS - WY RTRMNT	2,479	0
Total SCHOOL RESOURCE OFFICER PRGRM:		26,086	0
OJJDP-UNDERAGE ENFORCEMENT			
13-5831-1001	SALARIES/WAGES - REGULAR	696	3,797
13-5831-1021	EMPLOYEE BENEFITS - SCL SCRTY	53	290
13-5831-1023	EMPLOYEE BENEFITS - HEALTH INS	76	0
13-5831-1025	EMPLOYEE BENEFITS - WRKRS COMP	14	85
13-5831-1029	EMPLOYEE BENEFITS - WY RTRMNT	138	707
Total OJJDP-UNDERAGE ENFORCEMENT:		977	4,879
BULLET PROOF VEST PROTECTION			

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
13-5838-3233	UNIFORMS/CARE	0	8,600
Total BULLET PROOF VEST PROTECTION:		0	8,600

WATER FUND**WATER - ADMINISTRATION**

31-5400-1150	DEPRECIATION	212,500	850,000
31-5400-2158	MISC CONTRACTUAL SERVICES	5,277	15,500
31-5400-2166	COLLECTION FEES	0	500
31-5400-2175	REFUNDS/REIMBURSEMENT EXPENSE	23	0
31-5400-4347	MANAGEMENT FEES	70,725	282,899
Total WATER - ADMINISTRATION:		288,525	1,148,899

WATER - TREATMENT

31-5401-1001	SALARIES/WAGES - REGULAR	46,364	135,110
31-5401-1002	SALARIES/WAGES - OVERTIME	2,473	6,000
31-5401-1005	SALARIES/WAGES - LONGEVITY	0	751
31-5401-1006	SALARIES/WAGES - ALLOWANCES	100	300
31-5401-1021	EMPLOYEE BENEFITS - SCL SCRTY	3,754	10,905
31-5401-1023	EMPLOYEE BENEFITS - HEALTH INS	18,147	54,657
31-5401-1025	EMPLOYEE BENEFITS - WRKRS COMP	959	3,207
31-5401-1029	EMPLOYEE BENEFITS - WY RTRMNT	9,093	26,275
31-5401-2122	TRAINING/DEVELOPMENT	0	2,570
31-5401-2123	MEALS/LODGING/TRAVEL	0	800
31-5401-2131	UTILITY SERVICES - ELECTRICITY	25,408	60,000
31-5401-2132	UTILITY SERVICES - WTR/SWR/GRB	474	10,000
31-5401-2133	UTILITY SERVICES - NATURAL GAS	319	8,000
31-5401-2134	TELECOMMUNICATIONS	50	1,600
31-5401-2140	RENT - LAND/BUILDINGS	0	13,000
31-5401-2153	ARCHITECT, ENG, SURVEY	1,560	4,000
31-5401-2155	REPAIRS/MAINTENANCE	19,656	45,000
31-5401-2156	MAINTENANCE AGREEMENT	0	12,000
31-5401-2158	MISC CONTRACTUAL SERVICES	6,650	50,000
31-5401-3210	OPERATING SUPPLIES	29,135	55,000
31-5401-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	0	20,500
31-5401-3235	FUEL	401	1,600

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
Total WATER - TREATMENT:		164,542	521,275
WATER - DISTRIBUTION/MAINTNCE			
31-5402-1001	SALARIES/WAGES - REGULAR	90,534	257,597
31-5402-1002	SALARIES/WAGES - OVERTIME	2,951	7,500
31-5402-1004	SALARIES/WAGES - TEMPORARY	0	4,200
31-5402-1005	SALARIES/WAGES - LONGEVITY	0	1,296
31-5402-1006	SALARIES & WAGES - ALLOWANCES	100	300
31-5402-1021	EMPLOYEE BENEFITS - SCL SCRTY	7,170	20,753
31-5402-1023	EMPLOYEE BENEFITS - HEALTH INS	42,408	127,286
31-5402-1025	EMPLOYEE BENEFITS - WRKRS COMP	1,834	6,104
31-5402-1029	EMPLOYEE BENEFITS - WY RTRMNT	17,083	49,361
31-5402-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	677	2,000
31-5402-2122	TRAINING/DEVELOPMENT	0	2,113
31-5402-2131	UTILITY SERVICES - ELECTRICITY	3,395	18,000
31-5402-2132	UTILITY SERVICES - WTR/SWR/GRB	7,442	25,500
31-5402-2133	UTILITY SERVICES - NATURAL GAS	81	1,800
31-5402-2134	TELECOMMUNICATIONS	50	250
31-5402-2141	EQUIPMENT - RENT	0	400
31-5402-2153	ARCHITECT/ENGINEERING/SURVEY	0	2,000
31-5402-2155	REPAIRS/MAINTENANCE	0	30,000
31-5402-2156	MAINTENANCE AGREEMENT	0	3,000
31-5402-2158	MISC CONTRACTUAL SERVICES	0	13,375
31-5402-3210	OPERATING SUPPLIES	24,475	50,000
31-5402-3235	FUEL	1,817	7,500
31-5402-4310	LEASE PAYMENTS - OPERATING	0	500
31-5402-6544	IMPRVMNTS OTHER THAN BLDG	174,921	0
31-5402-6548	VEHICLES	254,530	0
Total WATER - DISTRIBUTION/MAINTNCE:		629,469	630,835

WATER - CUSTOMER SERVICES

31-5403-1001	SALARIES/WAGES - REGULAR	21,130	62,768
31-5403-1005	SALARIES/WAGES - LONGEVITY	0	617
31-5403-1021	EMPLOYEE BENEFITS - SCL SCRTY	1,566	4,849
31-5403-1023	EMPLOYEE BENEFITS - HEALTH INS	12,106	36,321
31-5403-1025	EMPLOYEE BENEFITS - WRKRS COMP	414	1,426

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
31-5403-1029	EMPLOYEE BENEFITS - WY RTRMNT	3,934	11,687
31-5403-2134	TELECOMMUNICATIONS	0	220
31-5403-2155	REPAIRS/MAINTENANCE	0	1,500
31-5403-2156	MAINTENANCE AGREEMENT	3,610	3,000
31-5403-3210	OPERATING SUPPLIES	55	2,000
31-5403-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	9,136	40,000
31-5403-3235	FUEL	231	2,000
Total WATER - CUSTOMER SERVICES:		52,183	166,388
WATER - TREATMENT CAPITAL			
31-5405-6544	IMPRVMNTS OTHER THAN BLDG	0	2,539,500
31-5405-6548	VEHICLES	0	32,500
Total WATER - TREATMENT CAPITAL:		0	2,572,000
WATER - DSTRBTN/MNTNC-CAPITAL			
31-5406-6540	LAND	0	50,000
31-5406-6547	EQUIPMENT/FURNITURE	28,010	35,000
31-5406-6548	VEHICLES	0	319,530
Total WATER - DSTRBTN/MNTNC-CAPITAL:		28,010	404,530
WATER - CUSTOMER SRVC CAPITAL			
31-5407-6547	EQUIPMENT/FURNITURE	0	200,000
31-5407-6548	VEHICLES	0	71,637
Total WATER - CUSTOMER SRVC CAPITAL:		0	271,637
WATER IMPROVEMENTS			
31-5408-2153	ARCHITECT/ENGINEERING/SURVEY	23,298	10,000
31-5408-2158	MISC CONTRACTUAL	39,558	4,230,000
31-5408-6544	IMPRVMNTS OTHER THAN BLDG	15,513	140,000
Total WATER IMPROVEMENTS:		78,370	4,380,000
WATER MAIN REPLACEMENTS			
31-5409-2153	ARCHITECT/ENGINEERING/SURVEY	197,450	625,251

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
31-5409-6544	IMPRVMNTS OTHER THAN BLDG	1,285,357	4,278,299
Total WATER MAIN REPLACEMENTS:		1,482,808	4,903,550

SEWER FUND**SEWER - ADMINISTRATION**

32-5500-1150	DEPRECIATION	115,000	460,000
32-5500-2158	MISC CONTRACTUAL SERVICES	3,408	10,000
32-5500-4347	MANAGEMENT FEES	40,519	162,077
Total SEWER - ADMINISTRATION:		158,927	632,077

SEWER - TREATMENT

32-5501-1001	SALARIES/WAGES - REGULAR	42,413	124,307
32-5501-1002	SALARIES/WAGES - OVERTIME	585	5,000
32-5501-1005	SALARIES/WAGES - LONGEVITY	0	500
32-5501-1006	SALARIES/WAGES - ALLOWANCES	100	300
32-5501-1021	EMPLOYEE BENEFITS - SCL SCRTY	3,307	9,983
32-5501-1023	EMPLOYEE BENEFITS - HEALTH INS	18,183	54,611
32-5501-1025	EMPLOYEE BENEFITS - WRKRS COMP	845	2,936
32-5501-1029	EMPLOYEE BENEFITS - WY RTRMNT	8,006	24,077
32-5501-2122	TRAINING/DEVELOPMENT	0	2,570
32-5501-2123	MEALS/LODGING/TRAVEL	0	800
32-5501-2131	UTILITY SERVICES - ELECTRICITY	23,132	80,000
32-5501-2132	UTILITY SERVICES - WTR/SWR/GRB	641	10,000
32-5501-2134	TELECOMMUNICATIONS	710	3,000
32-5501-2153	ARCHITECT/ENGINEERING/SURVEY	0	4,000
32-5501-2155	REPAIRS/MAINTENANCE	0	30,000
32-5501-2158	MISC CONTRACTUAL SERVICES	3,085	20,000
32-5501-3210	OPERATING SUPPLIES	14,047	45,000
32-5501-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	365	41,500
32-5501-3235	FUEL	401	1,600
Total SEWER - TREATMENT:		115,821	460,184

SEWER - COLLECTION

32-5502-1001	SALARIES/WAGES - REGULAR	82,425	236,333
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Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
32-5502-1002	SALARIES/WAGES - OVERTIME	3,874	4,500
32-5502-1004	SALARIES/WAGES - TEMPORARY	0	4,200
32-5502-1005	SALARIES/WAGES - LONGEVITY	0	702
32-5502-1006	SALARIES & WAGES - ALLOWANCES	100	300
32-5502-1021	EMPLOYEE BENEFITS - SCL SCRTY	6,620	18,851
32-5502-1023	EMPLOYEE BENEFITS - HEALTH INS	34,388	103,195
32-5502-1025	EMPLOYEE BENEFITS - WRKRS COMP	1,693	5,545
32-5502-1029	EMPLOYEE BENEFITS - WY RTRMNT	15,745	44,843
32-5502-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	677	2,000
32-5502-2122	TRAINING/DEVELOPMENT	1,023	2,112
32-5502-2131	UTILITY SERVICES - ELECTRICITY	2,486	12,000
32-5502-2132	UTILITY SERVICES - WTR/SWR/GRB	88	350
32-5502-2133	UTILITY SERVICES - NATURAL GAS	421	3,500
32-5502-2134	TELECOMMUNICATIONS	352	1,100
32-5502-2153	ARCHITECT/ENGINEERING/SURVEY	0	2,500
32-5502-2155	REPAIRS/MAINTENANCE	0	20,000
32-5502-2158	MISC CONTRACTUAL SERVICES	0	13,375
32-5502-3210	OPERATING SUPPLIES	18,876	45,000
32-5502-3235	FUEL	1,817	7,500
32-5502-4310	LEASE PAYMENTS - OPERATING	417	400
32-5502-6548	VEHICLES	254,530	0
Total SEWER - COLLECTION:		425,531	528,306
SEWER - TREATMENT CAPITAL			
32-5505-6544	IMPRVMNTS OTHER THAN BLDG	0	74,800
32-5505-6548	VEHICLES	0	32,500
Total SEWER - TREATMENT CAPITAL:		0	107,300
SEWER - COLLECTION CAPITAL			
32-5506-6548	VEHICLES	0	319,530
Total SEWER - COLLECTION CAPITAL:		0	319,530
WASTEWATER TRTMNT PLANT REHAB			
32-5507-2153	ARCHITECT/ENGINEERING/SURVEY	24,485	213,000
32-5507-6544	IMPRVMNTS OTHER THAN BLDG	637,907	754,000

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
Total WASTEWATER TRTMNT PLANT REHAB:		662,392	967,000
SEWER MAIN REPLACEMENTS			
32-5508-2153	ARCHITECT/ENGINEERING/SURVEY	23,034	931,000
32-5508-6544	IMPRVMNTS OTHER THAN BLDG	151,844	2,238,000
Total SEWER MAIN REPLACEMENTS:		174,878	3,169,000
SANITATION FUND			
SANITATION			
33-5600-1001	SALARIES/WAGES - REGULAR	55,398	158,138
33-5600-1002	SALARIES/WAGES - OVERTIME	0	600
33-5600-1005	SALARIES/WAGES - LONGEVITY	0	823
33-5600-1006	SALARIES/WAGES - ALLOWANCES	100	300
33-5600-1021	EMPLOYEE BENEFITS - SCL SCRTY	4,256	12,259
33-5600-1023	EMPLOYEE BENEFITS - HEALTH INS	30,270	90,807
33-5600-1025	EMPLOYEE BENEFITS - WRKRS COMP	1,088	3,606
33-5600-1029	EMPLOYEE BENEFITS - WY RTRMNT	10,315	29,557
33-5600-1150	DEPRECIATION	13,750	55,000
33-5600-2134	TELECOMMUNICATIONS	0	250
33-5600-2155	REPAIRS/MAINTENANCE	36	4,200
33-5600-2158	MISC CONTRACTUAL SERVICES	291,450	1,006,400
33-5600-3210	OPERATING SUPPLIES	12,822	38,000
33-5600-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	0	2,600
33-5600-3235	FUEL	6,336	26,000
33-5600-4347	MANAGEMENT FEES	42,730	170,918
Total SANITATION:		468,550	1,599,458
SANITATION CAPITAL			
33-5605-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	35,995	36,000
33-5605-6548	VEHICLES	0	249,994
Total SANITATION CAPITAL:		35,995	285,994

LANDFILL FUND**LANDFILL**

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
34-5340-1001	SALARIES/WAGES - REGULAR	111,496	322,707
34-5340-1002	SALARIES/WAGES - OVERTIME	1,854	2,750
34-5340-1005	SALARIES/WAGES - LONGEVITY	0	607
34-5340-1006	SALARIES/WAGES - ALLOWANCES	200	600
34-5340-1021	EMPLOYEE BENEFITS - SCL SCRTY	9,012	25,922
34-5340-1023	EMPLOYEE BENEFITS - HEALTH INS	32,427	97,310
34-5340-1025	EMPLOYEE BENEFITS - WRKRS COMP	2,226	7,350
34-5340-1026	EMPLOYEE BENEFITS - DFRRD COMP	4,382	12,180
34-5340-1029	EMPLOYEE BENEFITS - WY RTRMNT	16,543	48,420
34-5340-1150	DEPRECIATION	26,250	105,000
34-5340-2122	TRAINING/DEVELOPMENT	750	750
34-5340-2123	MEALS/LODGING/TRAVEL	739	1,644
34-5340-2131	UTILITY SERVICES - ELECTRICITY	1,911	10,000
34-5340-2133	UTILITY SERVICES - NATURAL GAS	524	10,500
34-5340-2153	ARCHITECT/ENGINEERING/SURVEY	1,210	41,000
34-5340-2155	REPAIRS/MAINTENANCE	5,189	18,000
34-5340-2156	MAINTENANCE AGREEMENT	938	11,500
34-5340-2158	MISC CONTRACTUAL SERVICES	152,850	525,000
34-5340-3210	OPERATING SUPPLIES	37,090	82,000
34-5340-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	216	2,500
34-5340-3235	FUEL	15,653	73,000
34-5340-4343	DEBT PAYMENT - PRINCIPAL	13,141	13,142
34-5340-4347	MANAGEMENT FEES	32,416	129,662
34-5340-6547	EQUIPMENT/FURNITURE	13,660	0
Total LANDFILL:		480,678	1,541,544

LANDFILL

34-5345-6542	BUILDINGS/IMPROVEMENTS	0	135,000
34-5345-6544	IMPRVMNTS OTHER THAN BLDG	0	20,000
34-5345-6547	EQUIPMENT/FURNITURE	14,217	920,000
34-5345-6548	VEHICLES	0	65,000
Total LANDFILL:		14,217	1,140,000

EMPLOYEE HEALTH CARE FUND**EMPLOYEE HEALTH CARE**

39-5390-1023	EMPLOYEE BNFTS - HLTH INS PREM	347,734	792,000
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Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
39-5390-1032	EMPLOYEE BENEFITS - CLAIMS	1,794,628	1,500,000
39-5390-1058	HEALTH CARE - ADMINISTR TN FEE	38,139	93,000
Total EMPLOYEE HEALTH CARE:		2,180,501	2,385,000

ECONOMIC DEVELOPMENT**ECONOMIC DEVELOPMENT**

41-5410-2115	PUBLISHING/ADVERTISING	0	500
41-5410-2122	TRAINING/DEVELOPMENT	0	1,200
41-5410-2123	MEALS/LODGING/TRAVEL	0	1,200
41-5410-2158	MISC CONTRACTUAL SERVICES	7,717	145,000
Total ECONOMIC DEVELOPMENT:		7,717	147,900

THE 112

41-5411-2158	MISC CONTRACTUAL SERVICES	1,250	1,433,300
Total THE 112:		1,250	1,433,300

GENERAL FUND EQUIPMENT RESERVE**GENERAL FUND EQUIPMENT RESERVE**

47-5470-6547	EQUIPMENT/FURNITURE	82,520	306,798
47-5470-6548	VEHICLES	280,294	662,000
Total GENERAL FUND EQUIPMENT RESERVE:		362,814	968,798

CAPITAL PROJ FIRE EQUIP FUND**FIRE EQUIPMENT**

50-5500-6548	BUILDINGS	49,259	0
Total FIRE EQUIPMENT:		49,259	0

TRAIN CAR RESTORATION**TRAIN CAR RESTORATION**

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
54-5540-2155	REPAIRS/MAINTENANCE	6,125	20,000
Total TRAIN CAR RESTORATION:		6,125	20,000

POOL IMPROVEMENTS FUND**POOL IMPROVEMENTS**

55-5550-2153	ARCHITECT/ENGINEERING/SURVEY	28,940	100,000
55-5550-6542	BUILDINGS/IMPROVEMENTS	0	15,000
55-5550-6544	IMPRVMNTS OTHER THAN BLDG	1,067,859	1,750,000
Total POOL IMPROVEMENTS:		1,096,800	1,865,000

STREET IMPROVEMENT FUND**STREET IMPROVEMENTS**

56-5560-2153	ARCHITECT/ENGINEERING/SURVEY	102,109	1,207,050
56-5560-2158	MISC CONTRACTUAL SERVICES	0	70,000
56-5560-6544	IMPRVMNTS OTHER THAN BLDG	831,366	6,578,935
Total STREET IMPROVEMENTS:		933,475	7,855,985

CAPITAL IMP -PUBLIC FACILITIES**CAPITAL IMP -FACILITIES**

57-5570-2153	ARCHITECT/ENGINEERING/SURVEY	25,624	0
57-5570-6542	BUILDINGS/IMPROVEMENTS	0	150,500
57-5570-6544	IMPRVMNTS OTHER THAN BLDG	174,690	0
Total CAPITAL IMP -FACILITIES:		200,314	150,500

COMMUNITY FACILITY

57-5571-2153	ARCHITECT/ENGINEERING/SURVEY	106,973	300,000
57-5571-6542	BUILDINGS/IMPROVEMENTS	1,923,974	17,630,000
Total COMMUNITY FACILITY:		2,030,947	17,930,000

CAPTL PROJ-PARK IMPRVMNT FUND**PARK IMPROVEMENTS**

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
65-5650-2153	ARCHITECT, ENG, SURVEY	1,495	50,000
65-5650-2158	MISC CONTRACTUAL SERVICES	0	385,000
65-5650-6544	IMPRVMNTS OTHER THAN BLDG	7,110	567,000
Total PARK IMPROVEMENTS:		8,604	1,002,000

HISTORIC PRSRVTN CMSN FUND**HISTORIC PRESERVATION CMMSSN**

92-5920-2158	MISC CONTRACTUAL SERVICES	421	3,015
Total HISTORIC PRESERVATION CMMSSN:		421	3,015

ARTS & CULTURE BOARD OF TRUSTE**ARTS & CULTURE BOARD OF TRUSTE**

93-5930-2158	MISC CONTRACTUAL SERVICES	259	25,000
Total ARTS & CULTURE BOARD OF TRUSTE:		259	25,000



CITY OF DOUGLAS

Community Service Grant "Aid to Others" Quarterly Report - Fiscal Year 2026

The quarterly report is a requirement of your continued Community Service Grant funding per your Community Service Grant agreement. Failure to provide this report may result in no disbursement of funds. You may complete this financial section or attach your own financial statement. This information will be shared with City Council as part of a regular Council meeting. Submit completed quarterly reports with attachments (if applicable) to the Administrative Services Department.

1. Organization/Company Name: Helping Hands Ministries Inc.		2. Phone Number: <u>307 3595203</u>
3. Complete Address: 126 North 4 th Street Douglas Wyoming		
4. Email Address: Pastorzack@fbcdouglas.org		
5. Report for Quarter (check one): Ending March 31 ☐ Ending June 30 ☐ Ending September 30 ☒ Ending December 31 ☐		
6. Number of People Served for Quarter: 12 Community Assistance	7. Total Income: 31,393.13	8. Total Expenditures: 7,792.39
9. Please list activities, events, completed goals, or other such information for the quarter you are reporting on (attach additional page(s) if necessary): We did the Charlie Kirk Memorial. We got into our new building and increased the hours to help people with clothing. We opened up a space for Saving Grace to give away food. We helped 12 people with Rent, utility assistance.		
10. Please list any other information you would like Douglas City Council to be aware of. We are up in our new building and excited about it. It is an upgrade to downtown for sure.		

CERTIFICATION AND SIGNATURE

I hereby certify the above information to be true and correct to the best of my knowledge.



AUTHORIZED SIGNATURE

11/17/25

DATE OF REPORT

Zack Andrews President

PRINTED NAME

TO BE COMPLETED BY CITY

Date Received:	Reviewed By:
	Report Complete? YES ☐ NO ☐

Helping Hands Ministries Inc

126 North 4th Street (PO Box 163)
Douglas, WY 82633
(307)359-5203

INVOICE

BILL TO

City of Douglas (Aid To others)
101 North 4th Street
Douglas WY

INVOICE #

2003

DATE

11/17/2025

CUSTOMER ID

564

TERMS

Due upon receipt

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Black Hills Energy 9/2/2025	1	42.25	42.25
Black Hills Energy 9/29/2025	1	42.97	42.97
Black Hills Energy 7/29/2025	1	43.70	43.70
Rocky Mountain Power 7/28/2025	1	198.53	198.53
Rocky Mountain Power 8/26/2025	1	209.90	209.90
Rocky Mountain Power 9/25/2025	1	209.90	209.90
City of Douglas 7/20/2025 Old Store	1	114.23	114.23
City of Douglas 7/20/2025 New Store	1	114.23	114.23
City of Douglas 9/20/2025 New Store	1	117.80	117.80
City of Douglas 8/20/2025 Old Store	1	133.50	133.50
City of Douglas 8/20/2025 New Store	1	133.50	133.50
	1		-
			-
			-
			-

Thank you for your business!

SUBTOTAL 1,360.51
TAX RATE 0.000%
TAX -

TOTAL \$ 1,360.51

If you have any questions about this invoice, please contact
Cora Thomas at (516) 555-0135 or cora@example.com.

Helping Hands Ministry
Custom Summary Report
July through September 2025

	Jul - Sep 25
Ordinary Income/Expense	
Income	
Donations	20,702.13
Store Revenue	10,691.00
Total Income	31,393.13
Expense	
Charitable Contributions	4,242.82
Office Supplies	1,927.75
Utilities	1,621.82
Total Expense	7,792.39
Net Ordinary Income	23,600.74
Net Income	23,600.74



blackhillsenergy.com
help@support.blackhillsenergy.com
888-890-5554
Facebook @blackhillsenergy
Twitter @bhenergy

Account: 4873 3957 11
Service for: HELPING HANDS
Bill date: 9/9/2025
Service address: 126 N 4TH ST DOUGLAS, WY

Previous balance: \$42.25
Payment received 9/2/2025: -\$42.25
New charges: \$42.97

Do not send payment
Auto Pay on 9/29/2025
\$42.97

September energy usage

Meter read dates: 8/7/2025 - 9/8/2025

View your usage details at blackhillsenergy.com/my-account

This month

1 thm | \$42.97

Last year

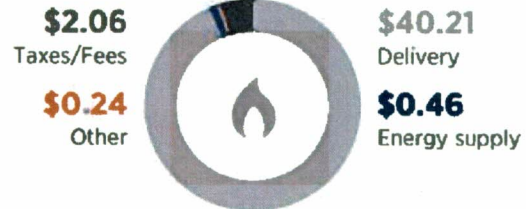
0 thm | \$0.00

Reasons your bill may have changed since last month

↑ The current billing period is 2 days longer

September billing summary

Billing period: 8/7/2025 - 9/8/2025 (32 days)



Total new charges: **\$42.97**

View the breakdown of your charges on the next page

Did you know

[Learn more at blackhillsenergy.com/bill](https://blackhillsenergy.com/bill)



Fall back and get winter ready

Prepare your home for the coming season with energy efficiency.
blackhillsenergy.com



Breaking ground?

Stay safe and call or click 811 at least two days before you dig.
blackhillsenergy.com/811



Enroll in Service Guard

Protect appliances from breakdowns and get your first month free!
blackhillsenergy.com/service-guard

Account number: 4873 3957 11

Detach and return with payment



PO BOX 6001
RAPID CITY SD
57709-6001
BILL ENCLOSED



Help your neighbors in need with a gift to Black Hills Corp. Foundation. For more information visit blackhillsenergy.com/blackhillscares or scan the QR code.



0278506-BHES323301-ST NOPRIN-1037 164006529
HELPING HANDS
PO BOX 163
DOUGLAS WY 82633-0163



BLACK HILLS ENERGY
PO BOX 7966
CAROL STREAM IL 60197-7966

487339571100000004361000000042976315



blackhillsenergy.com
help@support.blackhillsenergy.com
888-890-5554
Facebook @blackhillsenergy
Twitter @bhenergy

Account: 4873 3957 11

Service for: HELPING HANDS

Bill date: 8/11/2025

Service address: 126 N 4TH ST DOUGLAS, WY

Previous balance: \$43.70
Payment received 7/29/2025: -\$43.70
New charges: \$42.25

Do not send payment
Auto Pay on 9/2/2025
\$42.25

August energy usage

Meter read dates: 7/8/2025 - 8/7/2025

View your usage details at blackhillsenergy.com/my-account

This month

0 thm | \$42.25

Last year

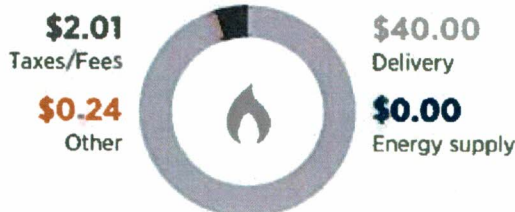
0 thm | \$0.00

Reasons your bill may have changed since last month

- ↓ The current billing period is 2 days shorter
- ↓ You used less energy

August billing summary

Billing period: 7/8/2025 - 8/7/2025 (30 days)



Total new charges: **\$42.25**

View the breakdown of your charges on the next page

Did you know

Learn more at blackhillsenergy.com/bill



Breaking ground?

Stay safe and call or click 811 at least two days before you dig. blackhillsenergy.com/811



Enroll in Service Guard

Protect appliances from breakdowns and get your first month free! blackhillsenergy.com/service-guard



Black Hills Cares

Know someone who needs help paying their energy bill? Let us know. blackhillsenergy.com/assistance

Account number: 4873 3957 11

Detach and return with payment



PO BOX 6001
RAPID CITY SD
57709-6001
BILL ENCLOSED



Help your neighbors in need with a gift to Black Hills Corp. Foundation. For more information visit blackhillsenergy.com/blackhillscares or scan the QR code.



0275460-BHES319996-ST NOPRIN-1029594003574
HELPING HANDS
PO BOX 163
DOUGLAS WY 82633-0163



BLACK HILLS ENERGY
PO BOX 7966
CAROL STREAM IL 60197-7966

487339571100000004288000000042253315



blackhillsenergy.com
 help@support.blackhillsenergy.com
 888-890-5554
 Facebook @blackhillsenergy
 Twitter @bhenergy

Account: 4873 3957 11

Service for: HELPING HANDS

Bill date: 7/9/2025

Service address: 126 N 4TH ST DOUGLAS, WY

Previous balance: \$53.58
 Payment received 6/30/2025: -\$53.58
 New charges: \$43.70

Do not send payment

Auto Pay on 7/29/2025

\$43.70

July energy usage

Meter read dates: 6/6/2025 - 7/8/2025

View your usage details at blackhillsenergy.com/my-account

This month



2 thm | \$43.70

Last year

0 thm | \$0.00

Reasons your bill may have changed since last month

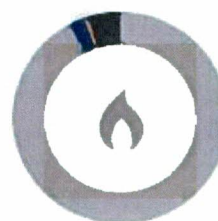
↓ You used less energy

July billing summary

Billing period: 6/6/2025 - 7/8/2025 (32 days)

\$2.10
Taxes/Fees

\$0.25
Other



\$40.42
Delivery

\$0.93
Energy supply

Total new charges:

\$43.70

View the breakdown of your charges on the next page

Did you know

Learn more at blackhillsenergy.com/bill



Call before you dig
 Utility lines are out of sight,
 not out of mind. Call 811 first.
blackhillsenergy.com/811



Enroll in Service Guard
 Protect appliances from breakdowns
 and get your first month free!
blackhillsenergy.com/service-guard



Black Hills Cares
 Know someone who needs help paying
 their energy bill? Let us know.
blackhillsenergy.com/assistance

Account number: 4873 3957 11

Detach and return with payment



PO BOX 6001
 RAPID CITY SD
 57709-6001
BILL ENCLOSED



Auto Pay on 7/29/2025

Do not send payment



Help your neighbors in need with a gift to Black Hills Corp. Foundation. For more information visit blackhillsenergy.com/blackhillscare or scan the QR code.



0271906-BHES316487-ST.NOPRIN-1020852023471
 HELPING HANDS
 PO BOX 163
 DOUGLAS WY 82633-0163



BLACK HILLS ENERGY
 PO BOX 7966
 CAROL STREAM IL 60197-7966

48733957110000000443600000043703315



Questions: Call
1-888-221-7070
24 hours a day,
7 days a week
RockyMountainPower.net

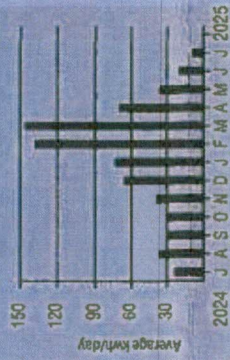


08205 01 AV 0.545 33-0
HELPING HANDS MINISTRIES INC
PO BOX 163
DOUGLAS WY 82633-0163

BILLING DATE: Jul 9, 2025
ACCOUNT NUMBER: 47458451-0017

DUE DATE: Jul 28, 2025
AMOUNT DUE: \$198.53

Historical Data - ITEM 1



Your Average Daily kWh Usage by Month

PERIOD ENDING	JUL 2025	JUL 2024
Avg. Daily Temp.	67	66
Total kWh	280	730
Avg. kWh per Day	9	24
Cost per Day	\$2.16	\$3.43

Looking for other ways to pay?

Visit RockyMountainPower.net/Pay for all your options. You can choose to pay on your device using our mobile app, on our website, at a pay station in your community, or pay over the phone by calling 1-888-221-7070.

Manage your account with ease

Your Balance With Us

	DATE	DESCRIPTION	AMOUNT
Previous Account Balance	84.38		
Payments/Credits	-84.38	Payment Received - Thank You	84.38
New Charges	+198.53	Total Payments	\$84.38
Current Account Balance	\$198.53		

Detailed Account Activity

ITEM 1 - ELECTRIC SERVICE 100 S 8TH St Douglas WY
Svc Nxt To 103 S 8th Schedule 25

METER NUMBER	SERVICE PERIOD	ELAPSED DAYS	METER READINGS	METER MULTIPLIER	AMOUNT USED THIS MONTH
79383752	From Jun 5, 2025 To Jul 7, 2025	32	Previous 90663 Current 90943	1.0	280 kWh
79383752	Demand		4.251	1.0	4 kW

Next scheduled read date: 08-06. Date may vary due to scheduling or weather.

NEW CHARGES - 07/25	UNITS	COST PER UNIT	CHARGE
Basic Charge, 1P Sec Delivery			31.61
Energy Charge - Secondary	280 kWh	0.0646700	18.11
Insurance Cost Adjustment			0.72
Net Power Cost Energy - Sec			0.05

09239 01 AV 0.593 35-0
HELPING HANDS MINISTRIES INC
PO BOX 163
DOUGLAS WY 82633-0163



Questions: Call
1-888-221-7070
24 hours a day,
7 days a week
RockyMountainPower.net



BILLING DATE: **Aug 8, 2025**
ACCOUNT NUMBER: **47458451-001 7**
DUE DATE: **Aug 26, 2025**
AMOUNT DUE: **\$209.90**



Your Balance With Us

Previous Account Balance	198.53
Payments/Credits	-198.53
New Charges	+209.90
Current Account Balance	\$209.90

Payments Received

DATE	DESCRIPTION	AMOUNT
Jul 28, 2025	Payment Received - Thank You	198.53
Total Payments		\$198.53

Detailed Account Activity

ITEM 1 - ELECTRIC SERVICE

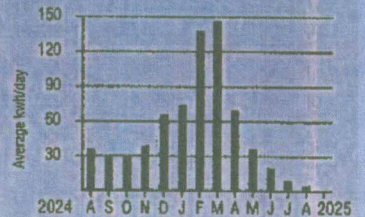
100 S 8TH St Douglas WY
Svc Nxt To 103 S 8th Schedule 25

METER NUMBER	SERVICE PERIOD From To	ELAPSED DAYS	METER READINGS Previous Current	METER MULTIPLIER	AMOUNT USED THIS MONTH
79383752	Jul 7, 2025 Aug 6, 2025	30	90943 91100	1.0	157 kwh
79383752	Demand Aug 6, 2025		5.652	1.0	6 kw

Next scheduled read date: 09-05. Date may vary due to scheduling or weather.

NEW CHARGES - 08/25	UNITS	COST PER UNIT	CHARGE
Basic Charge, 1P Sec Delivery			31.61
Energy Charge - Secondary	157 kwh	0.0646700	10.15
Insurance Cost Adjustment			0.72
Net Power Cost Energy - Sec	157 kwh	0.0369500	5.80
Renewable Revenue Adj - Sec	157 kwh	-0.0006200	-0.10
Customer Efficiency Services		0.0284000	1.37
Carbon Capture Compliance		0.0012000	0.06
City Franchise Fee		0.0300000	1.49
Sales Tax		0.0500000	2.56
Total New Charges			53.66

Historical Data - ITEM 1



Your Average Daily kwh Usage by Month

PERIOD ENDING	AUG 2025	AUG 2024
Avg. Daily Temp.	71	72
Total kwh	157	1155
Avg. kwh per Day	5	36
Cost per Day	\$1.79	\$5.08

Looking for other ways to pay?

Visit RockyMountainPower.net/Pay for all your options. You can choose to pay on your device using our mobile app, on our website, at a pay station in your community, or pay over the phone by calling 1-888-221-7070.

Manage your account with ease

Choose from several convenient ways to manage your monthly electric bill. Paperless billing, Auto Pay and Equal Pay are popular options. Get details and enroll at RockyMountainPower.net/BillOptions

Late Payment Charge for Wyoming

A late payment charge of 1.5% may be charged on any balance not paid in full each month.

☐ Change of Mailing Address or Phone?
Check here & provide information on back.

Account Number: **47458451-001 7**
Date Due: **Aug 26, 2025**

AMOUNT DUE: **\$209.90**

Bank Payment - Do Not Pay

Please enter the amount enclosed.

HELPING HANDS MINISTRIES INC
PO BOX 163
DOUGLAS WY 82633-0163

Write account number on check & mail to: Rocky Mtn Power, PO Box 26000, Portland, OR 97256-0001

RETAIN THIS PORTION FOR YOUR RECORDS.

RETURN THIS PORTION WITH YOUR PAYMENT



ROCKY MTN POWER
PO BOX 26000
PORTLAND OR 97256-0001



Automatic Withdrawal for Total Amount Due to occur on the payment due date





Questions about your bill: Call toll free 1-888-221-7070 RockyMountainPower.net

BILLING DATE: **Aug 8, 2025** ACCOUNT NUMBER: **47458451-001 7** DUE DATE: **Aug 26, 2025** AMOUNT DUE: **\$209.90**

On hot days, save money by setting your thermostat to 78 degrees. It's also best to limit appliance use during afternoon and early evening hours, when demand for electricity is high. Learn more at RockyMountainPower.net/SummerCooling.

When you provide a check as payment, you authorize us to use the information from your check either to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as we receive your payment and you will not receive your check back from your financial institution. If you would like to opt out of this program and continue processing your payment as a check transaction, please call 1-800-895-0561. If you have opted out previously, please disregard this message.

08630 01 AV 0.593 33-0
HELPING HANDS MINISTRIES INC
PO BOX 163
DOUGLAS WY 82633-0163



Questions: Call
1-888-221-7070
24 hours a day,
7 days a week
RockyMountainPower.net



BILLING DATE: **Sep 9, 2025**
ACCOUNT NUMBER: **47458451-001 7**
DUE DATE: **Sep 25, 2025**
AMOUNT DUE: **\$0.00**



Your Balance With Us

Previous Account Balance	209.90
Payments/Credits	-419.80
New Charges	+150.61
Current Account Balance	-\$59.29

Payments Received

DATE	DESCRIPTION	AMOUNT
Aug 26, 2025	Payment Received - Thank You	209.90
Sep 3, 2025	Payment Received - Thank You	209.90
Total Payments		\$419.80

Detailed Account Activity

ITEM 1 - ELECTRIC SERVICE

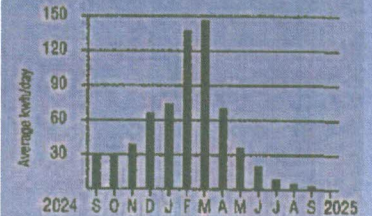
801 S 8TH St Douglas WY
Svc Nxt To 101 S 8th, In Park Schedule 25

METER NUMBER	SERVICE PERIOD From To	ELAPSED DAYS	METER READINGS Previous Current	METER MULTIPLIER	AMOUNT USED THIS MONTH
79383752	Aug 6, 2025 Aug 20, 2025	14	91100 91142	1.0	42 kwh
79383752	Demand Aug 20, 2025		5.652	1.0	6 kw

Current Month Estimated. Your bill may not reflect actual usage.

NEW CHARGES - 09/25	UNITS	COST PER UNIT	CHARGE
CLOSING CHARGES			
Basic Charge, 1P Sec Delivery for 14 day(s)			14.75
Energy Charge - Secondary for 14 day(s)	42 kwh	0.0646700	2.72
Insurance Cost Adjustment for 14 day(s)			0.34
Net Power Cost Energy - Sec for 14 day(s)	42 kwh	0.0369500	1.55
Renewable Revenue Adj - Sec for 14 day(s)	42 kwh	-0.0006200	-0.03
Customer Efficiency Services		0.0284000	0.55
Carbon Capture Compliance		0.0012000	0.02
City Franchise Fee		0.0300000	0.60
Sales Tax		0.0500000	1.03
Total New Charges			21.53

Historical Data - ITEM 1



Your Average Daily kwh Usage by Month

PERIOD ENDING	SEP 2025	SEP 2024
Avg. Daily Temp.	71	70
Total kwh	42	872
Avg. kwh per Day	3	29
Cost per Day	\$1.54	\$4.33

Looking for other ways to pay?

Visit RockyMountainPower.net/Pay for all your options. You can choose to pay on your device using our mobile app, on our website, at a pay station in your community, or pay over the phone by calling 1-888-221-7070.

Manage your account with ease

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Late Payment Charge for Wyoming

A late payment charge of 1.5% may be charged on any balance not paid in full each month.

☐ Change of Mailing Address or Phone?
Check here & provide information on back.

Account Number: **47458451-001 7**
Date Due: **Sep 25, 2025**

AMOUNT DUE: **\$0.00**

Bank Payment - Do Not Pay

Please enter the amount enclosed.

HELPING HANDS MINISTRIES INC
PO BOX 163
DOUGLAS WY 82633-0163

Write account number on check & mail to: Rocky Mtn Power, PO Box 26000, Portland, OR 97256-0001

See reverse

RETAIN THIS PORTION FOR YOUR RECORDS

RETURN THIS PORTION WITH YOUR PAYMENT

↑ INSERT THIS
EDGE FIRST ↓



ROCKY MTN POWER
PO BOX 26000
PORTLAND OR 97256-0001



Automatic Withdrawal for Total Amount Due to occur on the payment due date





Questions about your bill: Call toll free 1-888-221-7070 RockyMountainPower.net

BILLING DATE: **Sep 9, 2025** ACCOUNT NUMBER: **47458451-001 7** DUE DATE: **Sep 25, 2025** AMOUNT DUE: **\$0.00**

Choose a Time of Use pricing plan for your home, business or farm. You'll save money on your bill when you shift energy use away from on-peak hours. Visit RockyMountainPower.net/TOU or call 1-888-221-7070 to learn more.

When you provide a check as payment, you authorize us to use the information from your check either to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as we receive your payment and you will not receive your check back from your financial institution. If you would like to opt out of this program and continue processing your payment as a check transaction, please call 1-800-895-0561. If you have opted out previously, please disregard this message.

CITY OF DOUGLAS
P.O. BOX 1030
DOUGLAS, WY 82633

DOUGLAS ECUMENICAL MINI
103 S 8TH ST

RETURN SERVICE REQUESTED

CITY OF DOUGLAS
101 N. 4TH ST. P.O. BOX 1030
DOUGLAS, WY 82633 • PH. (307) 358-3462

Presorted
First Class Mail
US Postage Paid
Permit 1010
Orem Utah

DUE DATE	ACCOUNT NO.
8/20/2025	21.0110.00.1

PAY THIS AMOUNT

DO NOT PAY

\$133.50

SEE IMPORTANT NOTICE ON BACK

PLEASE RETURN THIS STUB WITH PAYMENT



Billing Questions: 358-3462
Moderate conservation
measures are in effect.
Alternate sanitation pickup
will be in place for Monday 9/1.

BILL DATE	DUE DATE	SERVICE ADDRESS
7/31/2025	8/20/2025	103 S 8TH ST COM

SERVICE	METER READINGS		USAGE (thousands)	AMOUNT
	PREVIOUS	PRESENT		
Water	506	506	0	41.50
Sewer				4.35
Garbage				76.95
Landfill				.00
Pest Control				5.70
Late Charge				5.00

DO NOT PAY: PREAUTHORIZED PAYMENT

Prior Balance .00

ACCOUNT NUMBER	PAY THIS AMOUNT
21.0110.00.1	\$133.50

62 *****SCH 5-DIGIT 82633 T1
DOUGLAS ECUMENICAL MINISTRIES
PO BOX 163
DOUGLAS WY 82633-0163



CITY OF DOUGLAS
P.O. BOX 1030
DOUGLAS, WY 82633

HELPING HANDS MINISTRY IN
126 N 4TH ST

RETURN SERVICE REQUESTED

CITY OF DOUGLAS
101 N. 4TH ST. P.O. BOX 1030
DOUGLAS, WY 82633 • PH. (307) 358-3462

Presorted
First Class Mail
US Postage Paid
Permit 1010
Orem Utah

DUE DATE	ACCOUNT NO.
8/20/2025	37.0505.00.1

PAY THIS AMOUNT

DO NOT PAY

\$133.50

SEE IMPORTANT NOTICE ON BACK

PLEASE RETURN THIS STUB WITH PAYMENT



Billing Questions: 358-3462
Moderate conservation
measures are in effect.
Alternate sanitation pickup
will be in place for Monday 9/1.

BILL DATE	DUE DATE	SERVICE ADDRESS
7/31/2025	8/20/2025	126 N 4TH ST COM

SERVICE	METER READINGS		USAGE (thousands)	AMOUNT
	PREVIOUS	PRESENT		
Water	0	0	0	41.50
Sewer				4.35
Garbage				76.95
Pest Control				5.70
Late Charge				5.00

DO NOT PAY: PREAUTHORIZED PAYMENT

Prior Balance .00

ACCOUNT NUMBER	PAY THIS AMOUNT
37.0505.00.1	\$133.50

63 *****SCH 5-DIGIT 82633 T1
HELPING HANDS MINISTRY INC
PO BOX 163
DOUGLAS WY 82633-0163



CITY OF DOUGLAS
P.O. BOX 1030
DOUGLAS, WY 82633
DOUGLAS ECUMENICAL MINI
103 S 8TH ST

DUE DATE	ACCOUNT NO.
7/20/2025	21.0110.00.1

PAY THIS AMOUNT

DO NOT PAY

\$114.23

SEE IMPORTANT NOTICE ON BACK

PLEASE RETURN THIS STUB WITH PAYMENT



Billing Questions: 358-3462
Conserve our natural
resource. See water
wise information
on the City's website.

HELPING HANDS MINISTRY IN
126 N 4TH ST

DUE DATE	ACCOUNT NO.
9/20/2025	37.0505.00.1

PAY THIS AMOUNT

DO NOT PAY

\$117.80

SEE IMPORTANT NOTICE ON BACK

PLEASE RETURN THIS STUB WITH PAYMENT



Billing Questions: 358-3462

126 N 4TH ST

DUE DATE	ACCOUNT NO.
7/20/2025	37.0505.00.1

PAY THIS AMOUNT

DO NOT PAY

\$114.23

SEE IMPORTANT NOTICE ON BACK

PLEASE RETURN THIS STUB WITH PAYMENT



Billing Questions: 358-3462
Conserve our natural
resource. See water
wise information

RETURN SERVICE REQUESTED
CITY OF DOUGLAS
101 N. 4TH ST. P.O. BOX 1030
DOUGLAS, WY 82633 • PH. (307) 358-3462

Presorted
First Class Mail
US Postage Paid
Permit 1010
Orem Utah

BILL DATE	DUE DATE	SERVICE ADDRESS
6/30/2025	7/20/2025	103 S 8TH ST COM

SERVICE	METER READINGS		USAGE (thousands)	AMOUNT
	PREVIOUS	PRESENT		
Water	506	506	0	38.61
Sewer				4.04
Garbage				71.58
Landfill				.00
Pest Control				.00
Late Charge				.00
Prior Balance				.00

DO NOT PAY: PREAUTHORIZED PAYMENT

ACCOUNT NUMBER	PAY THIS AMOUNT
21.0110.00.1	\$114.23

61 SCH 5-DIGIT 82633 T1
DOUGLAS ECUMENICAL MINISTRIES
PO BOX 163
DOUGLAS WY 82633-0163



101 N. 4TH ST. P.O. BOX 1030
DOUGLAS, WY 82633 • PH. (307) 358-3462

US Postage Paid
Permit 1010
Orem Utah

BILL DATE	DUE DATE	SERVICE ADDRESS
8/31/2025	9/20/2025	126 N 4TH ST COM

SERVICE	METER READINGS		USAGE (thousands)	AMOUNT
	PREVIOUS	PRESENT		
Water	0	0	0	41.50
Sewer				4.35
Garbage				76.95
Pest Control				.00
Late Charge				.00

DO NOT PAY: PREAUTHORIZED PAYMENT

Prior Balance 5.00CR

ACCOUNT NUMBER	PAY THIS AMOUNT
37.0505.00.1	\$117.80

62 SCH 5-DIGIT 82633 T1
HELPING HANDS MINISTRY INC
PO BOX 163
DOUGLAS WY 82633-0163



DOUGLAS, WY 82633 • PH. (307) 358-3462

US Postage Paid
Permit 1010
Orem Utah

BILL DATE	DUE DATE	SERVICE ADDRESS
6/30/2025	7/20/2025	126 N 4TH ST COM

SERVICE	METER READINGS		USAGE (thousands)	AMOUNT
	PREVIOUS	PRESENT		
Water	0	0	0	38.61
Sewer				4.04
Garbage				71.58
Pest Control				.00
Late Charge				.00

DO NOT PAY: PREAUTHORIZED PAYMENT

Prior Balance .00

ACCOUNT NUMBER	PAY THIS AMOUNT
37.0505.00.1	\$114.23

62 SCH 5-DIGIT 82633 T1
HELPING HANDS MINISTRY INC
PO BOX 163
DOUGLAS WY 82633-0163



- Twilight At The Depot
Nov 29
Railroad Museum
- Line Dancing
Dec 4, 7P
Douglas Library
- Downtown Christmas Parade
Dec 5, 6P
Downtown Douglas
- Lighting of Jackalope Square
Dec 5, 630P
Jackalope Square
- Run Run Rudolph
Dec 6, 1130A
LaBonte Hotel
- 25th Annual Paws & Pearls
Dec 6, 5P
Wyoming State Fairgrounds
- Christmas at the Depot
Dec 7
Railroad Museum

More information available at:

<https://www.seewhatconversecando.com/calendar/>

<https://douglas.brighttravel.com/events>

All Events Are Subject
To Change

