



12/17/2024

Lance Hopkin, P.E.  
Public Works Director  
City of Lander  
240 Lincoln Street  
Lander, WY 82520

Project: Lander Sidewalk Improvements

RE: Letter of Recommendation Based on Bid Opening

Dear Mr. Hopkin:

The bid opening for the above-mentioned project was held at 3:00 PM Friday, December 13<sup>th</sup>, 2024, at Lander City Hall. We have reviewed the bid forms, bid bonds, and other required certifications for the above referenced project. Enclosed is the Bid Tabulation Sheet for the bids received.

### Evaluation of Bids

There were 3 bidders on the project as listed in the table below. The bids were submitted on time, bids were properly executed, Disadvantaged Business Enterprise (DBE) solicitation forms were included, bid bonds were provided, and all other documents were included in the bid packages. All bidders are currently active on SAM.gov.

The Bid Form for this project included one Base Bid Schedule and 5 bid alternates. For determination of the apparent low bidder, the total Base Bid Price was used.

The Total Base Bid Prices for the project ranked as follows:

Bidder	Base Bid Price
Gregco LLC	\$ 553,146.24
Bornhoft Construction Inc.	\$ 613,761.00
Alexander Excavation Inc.	\$ 771,245.00

Based on the above results, Gregco LLC is the apparent low bidder.

In evaluation of Gregco LLC's bid, two calculation errors were corrected in the Bid Tab resulting in a \$7.76 difference in total base bid price. The Unit Prices were used to correctly determine the Total Price for each Bid Item. When talking to Gregco LLC on the phone after the bid opening, they are comfortable with the updated bid prices and with their bid pricing in general.



### Project Budget Analysis

A summary of grant funding and estimated City funding for the project is provided in the table below.

Funding Source	Funding (\$)
TAP GRANT	\$ 555,240.00
City @ 20% Match	\$ 124,929.00
	<b>\$ 624,645.00</b>

The Engineer's Estimate for this project was \$541,555.50 which is similar in price to the apparent low bidder and close to the prices seen in the previous bid in April. The total TAP Grant Funds available for award are \$555,240.00. There are not TAP Grant funds available to award any of the bid alternates.

Based on our review of the bids and TAP Grant amounts HDR recommends that the project Base Bid be awarded to Gregco LLC in the amount of \$553,146.24, contingent on WYDOT concurrence.

Sincerely,  
HDR Engineering, Inc.

Paden Anderson,  
Deputy Project Manager

Enc.: Bid Tabulation Sheet; Gregco LLC Bid Package

Copy to: Cole Bostron, WYDOT and Alyssa Quinn, WYDOT

**BID OPENING: 12/13/2024**

<b>Base Bid</b>	<b>\$ 553,146.24</b>	Base Bid	\$ 613,761.00	Base Bid	\$ 771,245.00	Base Bid	\$ 541,555.50
Note: Items highlighted in RED have been corrected from the submitted bid form							
<b>Proposed award amount:</b>	<b>\$ 553,146.24</b>						

CITY OF LANDER  
PROJECT NO. 1032803 - LANDER SIDEWALK IMPROVEMENTS PROJECT  
BID TABULATION SHEET

HDR ENGINEERING INC.  
P. O. BOX 467  
LANDER, WY 82520  
(307) 228-6063

BID OPENING: 12/13/2024

BID SCHEDULE				1		2		3					HIGH	LOW	AVERAGE	ENGINEERS ESTIMATE	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR BID	UNIT PRICE (\$)	TOTAL PRICE (\$)	UNIT PRICE (\$)	TOTAL PRICE (\$)	UNIT PRICE (\$)	TOTAL PRICE (\$)				UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE (\$)	TOTAL PRICE (\$)
BID ALTERNATE A																	
202.03205	REMOVAL OF FENCE	FT	67	\$ 11.00	\$ 737.00	\$ 10.00	\$ 670.00	\$ 4.00	\$ 268.00				\$ 11.00	\$ 4.00	\$ 8.33		\$ -
202.03400	REMOVAL OF SURFACING	SY	86	\$ 35.00	\$ 3,010.00	\$ 45.00	\$ 3,870.00	\$ 27.00	\$ 2,322.00				\$ 45.00	\$ 27.00	\$ 35.67		\$ -
202.03430	REMOVAL OF CONCRETE	SY	146	\$ 42.00	\$ 6,132.00	\$ 10.00	\$ 1,460.00	\$ 38.00	\$ 5,548.00				\$ 42.00	\$ 10.00	\$ 30.00		\$ -
202.03433	GRINDING SIDEWALK	FT	10	\$ 32.00	\$ 320.00	\$ 100.00	\$ 1,000.00	\$ 90.00	\$ 900.00				\$ 100.00	\$ 32.00	\$ 74.00		\$ -
202.03500	RESET MAILBOX (SINGLE)	EA	2	\$ 700.00	\$ 1,400.00	\$ 500.00	\$ 1,000.00	\$ 1,349.00	\$ 2,698.00				\$ 1,349.00	\$ 500.00	\$ 849.67		\$ -
202.03600	CUTTING BIT PVMT	FT	118	\$ 4.00	\$ 472.00	\$ 10.00	\$ 1,180.00	\$ 10.00	\$ 1,180.00				\$ 10.00	\$ 4.00	\$ 8.00		\$ -
202.03610	CUTTING CONCRETE	FT	72	\$ 10.00	\$ 720.00	\$ 15.00	\$ 1,080.00	\$ 53.00	\$ 3,816.00				\$ 53.00	\$ 10.00	\$ 26.00		\$ -
203.02500	UNCLASSIFIED EXCAVATION	CY	12	\$ 30.00	\$ 360.00	\$ 50.00	\$ 600.00	\$ 62.00	\$ 744.00				\$ 62.00	\$ 30.00	\$ 47.33		\$ -
207.03100	TOPSOIL STORING	CY	12	\$ 35.00	\$ 420.00	\$ 25.00	\$ 300.00	\$ 82.00	\$ 984.00				\$ 82.00	\$ 25.00	\$ 47.33		\$ -
207.03200	TOPSOIL PLACING	CY	6	\$ 40.00	\$ 240.00	\$ 50.00	\$ 300.00	\$ 162.00	\$ 972.00				\$ 162.00	\$ 40.00	\$ 84.00		\$ -
216.03105	SEEDING	SY	232	\$ 3.50	\$ 812.00	\$ 3.00	\$ 696.00	\$ 2.00	\$ 464.00				\$ 3.50	\$ 2.00	\$ 2.83		\$ -
301.01080	CRUSHED BASE (GRADING W)	TON	77	\$ 60.00	\$ 4,620.00	\$ 105.00	\$ 8,085.00	\$ 130.00	\$ 10,010.00				\$ 130.00	\$ 60.00	\$ 98.33		\$ -
406.03015	5" THICK PLANT MIX PATCH (COMMERCIAL)	SY	33	\$ 170.00	\$ 5,610.00	\$ 280.00	\$ 8,580.00	\$ 231.00	\$ 7,623.00				\$ 260.00	\$ 170.00	\$ 220.33		\$ -
608.10200	SIDEWALK (CONC)	SY	59	\$ 100.00	\$ 5,900.00	\$ 150.00	\$ 8,850.00	\$ 151.00	\$ 8,909.00				\$ 151.00	\$ 100.00	\$ 133.67		\$ -
609.10700	DOUBLE GUTTER	SY	141	\$ 90.00	\$ 12,690.00	\$ 185.00	\$ 26,085.00	\$ 219.00	\$ 30,879.00				\$ 219.00	\$ 90.00	\$ 164.67		\$ -
702.30600	RESET SIGNS	EA	1	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 2,787.00	\$ 2,787.00				\$ 2,787.00	\$ 400.00	\$ 1,229.00		\$ -
BID ALTERNATE A					\$ 43,843.00		\$ 64,256.00		\$ 80,104.00								\$ -
BID ALTERNATE A				\$	43,843.00	BID ALTERNATE A	\$	64,256.00	BID ALTERNATE A	\$	80,104.00	Base Bid		\$	-		

CITY OF LANDER  
PROJECT NO. 1032803 - LANDER SIDEWALK IMPROVEMENTS PROJECT  
BID TABULATION SHEET

HDR ENGINEERING INC.  
P. O. BOX 467  
LANDER, WY 82520  
(307) 228-6063

BID OPENING: 12/13/2024

BID SCHEDULE				1		2		3					HIGH	LOW	AVERAGE	ENGINEERS ESTIMATE	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR BID	UNIT PRICE (\$)	TOTAL PRICE (\$)	UNIT PRICE (\$)	TOTAL PRICE (\$)	UNIT PRICE (\$)	TOTAL PRICE (\$)				UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE (\$)	TOTAL PRICE (\$)
BID ALTERNATE B																	
202.03400	REMOVAL OF SURFACING	SY	9	\$ 35.00	\$ 315.00	\$ 200.00	\$ 1,800.00	\$ 27.00	\$ 243.00				\$ 200.00	\$ 27.00	\$ 87.33	\$	-
202.03430	REMOVAL OF CONCRETE	SY	16	\$ 42.00	\$ 672.00	\$ 100.00	\$ 1,600.00	\$ 38.00	\$ 608.00				\$ 100.00	\$ 38.00	\$ 60.00	\$	-
202.03433	GRINDING SIDEWALK	FT	10	\$ 32.00	\$ 320.00	\$ 50.00	\$ 500.00	\$ 90.00	\$ 900.00				\$ 90.00	\$ 32.00	\$ 57.33	\$	-
202.03600	CUTTING BIT PVMT	FT	45	\$ 4.00	\$ 180.00	\$ 50.00	\$ 2,250.00	\$ 10.00	\$ 450.00				\$ 50.00	\$ 4.00	\$ 21.33	\$	-
202.03610	CUTTING CONCRETE	FT	6	\$ 10.00	\$ 60.00	\$ 50.00	\$ 300.00	\$ 53.00	\$ 318.00				\$ 53.00	\$ 10.00	\$ 37.67	\$	-
203.02500	UNCLASSIFIED EXCAVATION	CY	13	\$ 30.00	\$ 390.00	\$ 50.00	\$ 650.00	\$ 62.00	\$ 806.00				\$ 62.00	\$ 30.00	\$ 47.33	\$	-
207.03100	TOPSOIL STORING	CY	27	\$ 35.00	\$ 945.00	\$ 50.00	\$ 1,350.00	\$ 82.00	\$ 2,214.00				\$ 82.00	\$ 35.00	\$ 55.67	\$	-
207.03200	TOPSOIL PLACING	CY	15	\$ 40.00	\$ 600.00	\$ 50.00	\$ 750.00	\$ 162.00	\$ 2,430.00				\$ 162.00	\$ 40.00	\$ 84.00	\$	-
216.03105	SEEDING	SY	143	\$ 3.50	\$ 500.50	\$ 2.00	\$ 286.00	\$ 2.00	\$ 286.00				\$ 3.50	\$ 2.00	\$ 2.50	\$	-
301.01080	CRUSHED BASE (GRADING W)	TON	24	\$ 60.00	\$ 1,440.00	\$ 105.00	\$ 2,520.00	\$ 130.00	\$ 3,120.00				\$ 130.00	\$ 60.00	\$ 98.33	\$	-
406.03015	5" THICK PLANT MIX PATCH (COMMERCIAL)	SY	9	\$ 170.00	\$ 1,530.00	\$ 260.00	\$ 2,340.00	\$ 231.00	\$ 2,079.00				\$ 260.00	\$ 170.00	\$ 220.33	\$	-
608.10200	SIDEWALK (CONC)	SY	84	\$ 100.00	\$ 8,400.00	\$ 150.00	\$ 12,600.00	\$ 151.00	\$ 12,684.00				\$ 151.00	\$ 100.00	\$ 133.67	\$	-
609.10200	CURB AND GUTTER TYPE A	FT	8	\$ 100.00	\$ 800.00	\$ 200.00	\$ 1,600.00	\$ 151.00	\$ 1,208.00				\$ 200.00	\$ 100.00	\$ 150.33	\$	-
702.30600	RESET SIGNS	EA	1	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 2,787.00	\$ 2,787.00				\$ 2,787.00	\$ 400.00	\$ 1,229.00	\$	-
			BID ALTERNATE B		\$ 16,552.50		\$ 29,046.00		\$ 30,133.00							\$	-

BID ALTERNATE B \$ 16,552.50 BID ALTERNATE B \$ 29,046.00 BID ALTERNATE B \$ 30,133.00

BID ALTERNATE B \$ -

CITY OF LANDER  
PROJECT NO. 1032803 - LANDER SIDEWALK IMPROVEMENTS PROJECT  
BID TABULATION SHEET

HDR ENGINEERING INC.  
P. O. BOX 467  
LANDER, WY 82520  
(307) 228-6063

BID OPENING: 12/13/2024

BID SCHEDULE				1		2		3					HIGH	LOW	AVERAGE	ENGINEERS ESTIMATE	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR BID	UNIT PRICE (\$)	TOTAL PRICE (\$)	UNIT PRICE (\$)	TOTAL PRICE (\$)	UNIT PRICE (\$)	TOTAL PRICE (\$)				UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE (\$)	TOTAL PRICE (\$)
BID ALTERNATE C																	
201.03248	CLEARING TREES 48 in	EA	1	\$ 3,600.00	\$ 3,600.00	\$ 6,000.00	\$ 6,000.00	\$ 10,812.00	\$ 10,812.00				\$ 10,812.00	\$ 3,600.00	\$ 6,804.00		\$ -
202.03400	REMOVAL OF SURFACING	SY	35	\$ 35.00	\$ 1,225.00	\$ 200.00	\$ 7,000.00	\$ 27.00	\$ 945.00				\$ 200.00	\$ 27.00	\$ 87.33		\$ -
202.03430	REMOVAL OF CONCRETE	SY	73	\$ 42.00	\$ 3,066.00	\$ 100.00	\$ 7,300.00	\$ 38.00	\$ 2,774.00				\$ 100.00	\$ 38.00	\$ 60.00		\$ -
202.03433	GRINDING SIDEWALK	FT	30	\$ 32.00	\$ 960.00	\$ 50.00	\$ 1,500.00	\$ 90.00	\$ 2,700.00				\$ 90.00	\$ 32.00	\$ 57.33		\$ -
202.03600	CUTTING BIT PVMT	FT	75	\$ 4.00	\$ 300.00	\$ 25.00	\$ 1,875.00	\$ 10.00	\$ 750.00				\$ 25.00	\$ 4.00	\$ 13.00		\$ -
202.03610	CUTTING CONCRETE	FT	48	\$ 10.00	\$ 480.00	\$ 30.00	\$ 1,440.00	\$ 53.00	\$ 2,544.00				\$ 53.00	\$ 10.00	\$ 31.00		\$ -
203.02500	UNCLASSIFIED EXCAVATION	CY	5	\$ 30.00	\$ 150.00	\$ 100.00	\$ 500.00	\$ 62.00	\$ 310.00				\$ 100.00	\$ 30.00	\$ 64.00		\$ -
207.03100	TOPSOIL STORING	CY	3	\$ 35.00	\$ 105.00	\$ 100.00	\$ 300.00	\$ 81.00	\$ 243.00				\$ 100.00	\$ 35.00	\$ 72.00		\$ -
207.03200	TOPSOIL PLACING	CY	3	\$ 40.00	\$ 120.00	\$ 100.00	\$ 300.00	\$ 161.00	\$ 483.00				\$ 161.00	\$ 40.00	\$ 100.33		\$ -
216.03105	SEEDING	SY	96	\$ 3.50	\$ 336.00	\$ 2.00	\$ 192.00	\$ 2.00	\$ 192.00				\$ 3.50	\$ 2.00	\$ 2.50		\$ -
301.01080	CRUSHED BASE (GRADING W)	TON	44	\$ 60.00	\$ 2,640.00	\$ 105.00	\$ 4,620.00	\$ 130.00	\$ 5,720.00				\$ 130.00	\$ 60.00	\$ 98.33		\$ -
406.03015	5" THICK PLANT MIX PATCH (COMMERCIAL)	SY	16	\$ 170.00	\$ 2,720.00	\$ 260.00	\$ 4,160.00	\$ 231.00	\$ 3,696.00				\$ 260.00	\$ 170.00	\$ 220.33		\$ -
609.10700	DOUBLE GUTTER	SY	78	\$ 90.00	\$ 7,020.00	\$ 165.00	\$ 12,870.00	\$ 219.00	\$ 17,082.00				\$ 219.00	\$ 90.00	\$ 158.00		\$ -
				\$ -	\$ -		\$ -		\$ -				\$ -	\$ -	#DIV/0!		\$ -
		BID ALTERNATE C			\$ 22,722.00		\$ 48,057.00		\$ 48,251.00								\$ -

BID ALTERNATE C \$ 22,722.00 BID ALTERNATE C \$ 48,057.00 BID ALTERNATE C \$ 48,251.00 BID ALTERNATE C \$ -

CITY OF LANDER  
PROJECT NO. 1032803 - LANDER SIDEWALK IMPROVEMENTS PROJECT  
BID TABULATION SHEET

HDR ENGINEERING INC.  
P. O. BOX 467  
LANDER, WY 82520  
(307) 228-6063

BID OPENING: 12/13/2024

BID SCHEDULE				1		2		3					HIGH	LOW	AVERAGE	ENGINEERS ESTIMATE	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR BID	UNIT PRICE (\$)	TOTAL PRICE (\$)	UNIT PRICE (\$)	TOTAL PRICE (\$)	UNIT PRICE (\$)	TOTAL PRICE (\$)				UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE (\$)	TOTAL PRICE (\$)
BID ALTERNATE D																	
201.03248	CLEARING TREES 48 in	EA	1	\$ 3,600.00	\$ 3,600.00	\$ 6,000.00	\$ 6,000.00	\$ 10,812.00	\$ 10,812.00				\$ 10,812.00	\$ 3,600.00	\$ 6,804.00		\$ -
202.03205	REMOVAL OF FENCE	FT	186	\$ 11.00	\$ 2,046.00	\$ 10.00	\$ 1,860.00	\$ 4.00	\$ 744.00				\$ 11.00	\$ 4.00	\$ 8.33		\$ -
202.03295	REMOVAL OF INLETS	EA	1	\$ 1,100.00	\$ 1,100.00	\$ 500.00	\$ 500.00	\$ 2,164.00	\$ 2,164.00				\$ 2,164.00	\$ 500.00	\$ 1,254.67		\$ -
202.03400	REMOVAL OF SURFACING	SY	30	\$ 35.00	\$ 1,050.00	\$ 200.00	\$ 6,000.00	\$ 27.00	\$ 810.00				\$ 200.00	\$ 27.00	\$ 87.33		\$ -
202.03430	REMOVAL OF CONCRETE	SY	103	\$ 42.00	\$ 4,326.00	\$ 100.00	\$ 10,300.00	\$ 38.00	\$ 3,914.00				\$ 100.00	\$ 38.00	\$ 60.00		\$ -
202.03433	GRINDING SIDEWALK	FT	10	\$ 32.00	\$ 320.00	\$ 50.00	\$ 500.00	\$ 90.00	\$ 900.00				\$ 90.00	\$ 32.00	\$ 57.33		\$ -
202.03600	CUTTING BIT PVMT	FT	75	\$ 4.00	\$ 300.00	\$ 25.00	\$ 1,875.00	\$ 10.00	\$ 750.00				\$ 25.00	\$ 4.00	\$ 13.00		\$ -
202.03610	CUTTING CONCRETE	FT	48	\$ 10.00	\$ 480.00	\$ 30.00	\$ 1,440.00	\$ 53.00	\$ 2,544.00				\$ 53.00	\$ 10.00	\$ 31.00		\$ -
203.02500	UNCLASSIFIED EXCAVATION	CY	36	\$ 30.00	\$ 1,080.00	\$ 50.00	\$ 1,800.00	\$ 62.00	\$ 2,232.00				\$ 62.00	\$ 30.00	\$ 47.33		\$ -
207.03100	TOPSOIL STORING	CY	37	\$ 35.00	\$ 1,295.00	\$ 50.00	\$ 1,850.00	\$ 82.00	\$ 3,034.00				\$ 82.00	\$ 35.00	\$ 55.67		\$ -
207.03200	TOPSOIL PLACING	CY	19	\$ 40.00	\$ 760.00	\$ 50.00	\$ 950.00	\$ 163.00	\$ 3,097.00				\$ 163.00	\$ 40.00	\$ 84.33		\$ -
216.03105	SEEDING	SY	151	\$ 3.50	\$ 528.50	\$ 2.00	\$ 302.00	\$ 2.00	\$ 302.00				\$ 3.50	\$ 2.00	\$ 2.50		\$ -
301.01080	CRUSHED BASE (GRADING W)	TON	68	\$ 60.00	\$ 4,080.00	\$ 100.00	\$ 6,800.00	\$ 130.00	\$ 8,840.00				\$ 130.00	\$ 60.00	\$ 96.67		\$ -
406.03015	5" THICK PLANT MIX PATCH (COMMERCIAL)	SY	27	\$ 170.00	\$ 4,590.00	\$ 260.00	\$ 7,020.00	\$ 231.00	\$ 6,237.00				\$ 260.00	\$ 170.00	\$ 220.33		\$ -
608.10200	SIDEWALK (CONC)	SY	124	\$ 100.00	\$ 12,400.00	\$ 150.00	\$ 18,600.00	\$ 151.00	\$ 18,724.00				\$ 151.00	\$ 100.00	\$ 133.67		\$ -
609.10200	CURB AND GUTTER TYPE A	FT	25	\$ 100.00	\$ 2,500.00	\$ 165.00	\$ 4,125.00	\$ 151.00	\$ 3,775.00				\$ 165.00	\$ 100.00	\$ 138.67		\$ -
609.10700	DOUBLE GUTTER	SY	80	\$ 90.00	\$ 7,200.00	\$ 105.00	\$ 8,400.00	\$ 219.00	\$ 17,520.00				\$ 219.00	\$ 90.00	\$ 138.00		\$ -
620.07010	ADJUSTMENTS, VALVE BOXES	EA	1	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 3,646.00	\$ 3,646.00				\$ 3,646.00	\$ 500.00	\$ 1,715.33		\$ -
625.20100	INLET TYPE A	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 9,800.00	\$ 9,800.00	\$ 12,000.00	\$ 12,000.00				\$ 12,000.00	\$ 6,000.00	\$ 9,266.67		\$ -
702.30600	RESET SIGNS	EA	1	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 2,787.00	\$ 2,787.00				\$ 2,787.00	\$ 400.00	\$ 1,229.00		\$ -
702.30601	RESET SIGNS WITH CONCRETE FOOTER	EA	1	\$ 1,200.00	\$ 1,200.00	\$ 500.00	\$ 500.00	\$ 4,119.00	\$ 4,119.00				\$ 4,119.00	\$ 500.00	\$ 1,939.67		\$ -
BID ALTERNATE D					\$ 55,755.50		\$ 90,122.00		\$ 108,951.00								\$ -

BID ALTERNATE D \$ 55,755.50 BID ALTERNATE D \$ 90,122.00 BID ALTERNATE D \$ 108,951.00

BID ALTERNATE D \$ -

HDR ENGINEERING INC.  
P. O. BOX 467  
LANDER, WY 82520  
(307) 228-6063

BID SCHEDULE				1		2		3								ENGINEERS ESTIMATE		
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR BID	Grego LLC		Bornhoft Construction		Alexander Excavation		HIGH UNIT PRICE	LOW UNIT PRICE	AVERAGE UNIT PRICE			UNIT PRICE (\$)	TOTAL PRICE (\$)		
				UNIT PRICE (\$)	TOTAL PRICE (\$)	UNIT PRICE (\$)	TOTAL PRICE (\$)	UNIT PRICE (\$)	TOTAL PRICE (\$)									
<b>BID ALTERNATE A</b>																		
201.03206	CLEARING TREES 6 in	EA	1	\$ 700.00	\$ 700.00	\$ 900.00	\$ 900.00	\$ 3,604.00	\$ 3,604.00	\$ 3,604.00	\$ 700.00	\$ 1,734.67				\$ -		
202.03205	REMOVAL OF FENCE	FT	6	\$ 11.00	\$ 66.00	\$ 100.00	\$ 600.00	\$ 4.00	\$ 24.00	\$ 100.00	\$ 4.00	\$ 38.33				\$ -		
202.03400	REMOVAL OF SURFACING	SY	23	\$ 35.00	\$ 805.00	\$ 100.00	\$ 2,300.00	\$ 27.00	\$ 621.00	\$ 100.00	\$ 27.00	\$ 54.00				\$ -		
202.03430	REMOVAL OF CONCRETE	SY	128	\$ 36.00	\$ 4,608.00	\$ 100.00	\$ 12,800.00	\$ 38.00	\$ 4,864.00	\$ 100.00	\$ 36.00	\$ 58.00				\$ -		
202.03433	GRINDING SIDEWALK	FT	10	\$ 32.00	\$ 320.00	\$ 50.00	\$ 500.00	\$ 90.00	\$ 900.00	\$ 90.00	\$ 32.00	\$ 57.33				\$ -		
202.03600	CUTTING BIT PVMT	FT	75	\$ 4.00	\$ 300.00	\$ 25.00	\$ 1,875.00	\$ 10.00	\$ 750.00	\$ 25.00	\$ 4.00	\$ 13.00				\$ -		
202.03610	CUTTING CONCRETE	FT	48	\$ 10.00	\$ 480.00	\$ 25.00	\$ 1,200.00	\$ 53.00	\$ 2,544.00	\$ 53.00	\$ 10.00	\$ 29.33				\$ -		
203.02500	UNCLASSIFIED EXCAVATION	CY	37	\$ 30.00	\$ 1,110.00	\$ 25.00	\$ 925.00	\$ 62.00	\$ 2,294.00	\$ 62.00	\$ 25.00	\$ 39.00				\$ -		
207.03100	TOPSOIL STORING	CY	2	\$ 35.00	\$ 70.00	\$ 100.00	\$ 200.00	\$ 83.00	\$ 166.00	\$ 166.00	\$ 35.00	\$ 72.67				\$ -		
207.03200	TOPSOIL PLACING	CY	2	\$ 40.00	\$ 80.00	\$ 100.00	\$ 200.00	\$ 165.00	\$ 330.00	\$ 165.00	\$ 40.00	\$ 101.67				\$ -		
216.03105	SEEDING	SY	200	\$ 3.50	\$ 700.00	\$ 2.00	\$ 400.00	\$ 2.00	\$ 400.00	\$ 3.50	\$ 2.00	\$ 2.50				\$ -		
301.01080	CRUSHED BASE (GRADING W)	TON	64	\$ 60.00	\$ 3,840.00	\$ 105.00	\$ 6,720.00	\$ 130.00	\$ 8,320.00	\$ 130.00	\$ 60.00	\$ 98.33				\$ -		
406.03015	5" THICK PLANT MIX PATCH (COMMERCIAL)	SY	23	\$ 170.00	\$ 3,910.00	\$ 265.00	\$ 6,095.00	\$ 231.00	\$ 5,313.00	\$ 265.00	\$ 170.00	\$ 222.00				\$ -		
608.10200	SIDEWALK (CONC)	SY	70	\$ 100.00	\$ 7,000.00	\$ 150.00	\$ 10,500.00	\$ 151.00	\$ 10,570.00	\$ 151.00	\$ 100.00	\$ 133.67				\$ -		
609.10200	CURB AND GUTTER TYPE A	FT	21	\$ 100.00	\$ 2,100.00	\$ 150.00	\$ 3,150.00	\$ 151.00	\$ 3,171.00	\$ 151.00	\$ 100.00	\$ 133.67				\$ -		
609.10700	DOUBLE GUTTER	SY	78	\$ 90.00	\$ 7,020.00	\$ 165.00	\$ 12,870.00	\$ 219.00	\$ 17,082.00	\$ 219.00	\$ 90.00	\$ 158.00				\$ -		
<b>BID ALTERNATE A</b>					\$ 33,109.00		\$ 61,235.00		\$ 60,953.00							\$ -		
Base Bid				\$	33,109.00	Base Bid	\$	61,235.00	Base Bid	\$	60,953.00	Base Bid		\$	-			

Lander Sidewalk Improvement Project\_BID TAB\_2024\_1213.xlsx  
Bid Alt E



## ADDENDUM NO. 4

ADDENDUM NO: 4

PROJECT NAME: Lander Sidewalk Improvement Project Phase 1

HDR PROJECT NO: 10328203

OWNER: CITY OF LANDER

ENGINEER: HDR Engineering, Inc.  
325 Main Street  
Lander, WY 82520

DATE: 12/11/2024

The Construction Documents for the above stated Project as previously issued are hereby modified as follows:

\*\*\*\*\*

### CHANGES TO PROJECT MANUAL

Remove 00 41 13 – Bid Form in its entirety (13 sheets) and replace with attached Bid Form (13 sheets) with “Addendum No. 4” in the title and footer. There was a quantity error in the Base Bid Schedule for Crushed Base (Grading W).

Remove Plan Sheet B1.0 (1 sheet) and replace with attached Plan Sheet B1.0-Addendum No. 4. The TEQ has been updated to reflect the correct Crushed Base (Grading W) quantity.

**\*\*ALL BIDDERS SHALL ACKNOWLEDGE THE RECEIPT OF THIS \*\***

**\*\*ADDENDUM, BY NUMBER, ON EACH OF THE BID FORMS\*\***

Issued By:  
HDR Engineering, Inc.

Uriel M. Shelby, P.E.  
Project Manager

END OF ADDENDUM



## **BID FORM**

### **Addendum No. 4**

**PROJECT IDENTIFICATION:** Lander Sidewalk Improvement Project

**CONTRACT IDENTIFICATION:** PROJECT No. 10328203

#### **ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

**City of Lander**  
**240 Lincoln Street**  
**Lander, WY 82520**

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

#### **ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

- 2.01 By signing this Bid Form, the Bidder acknowledges and accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security, and those dealing with Wyoming State Statute requirements. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 2.02 BIDDER will sign and deliver the required number of counterparts of the AGREEMENT with the Bonds and other documents required by the Bidding Requirements within 30 days after the date of OWNER's Notice of Award.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	07/18/2024
2	10/01/2024
3	10/24/2024
4	12/11/2024
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and

documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- E. Bidder has read, understands, acknowledges all Federal Aid Procurement Requirements for the project and all related certifications.
- F. COMPETITIVE BIDDING
1. The undersigned Bidder certifies that it and all of its contracted subcontractors are private contractors and are NOT public agencies.
  2. The person, or persons, signing this proposal on behalf of the Bidder certify that the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of said Proposal.
  3. This certification of free competitive bidding is made subject to the penalty of perjury in accordance with the laws of the U.S. Government and the State of Wyoming.

#### **ARTICLE 5 – BASIS OF BID**

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

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL PRICE
BASE BID					
106.08000	INDEPENDENT CONSTRUCTION MATERIALS TESTING	LS	1	17,500.00	17,500.00
109.08000	MOBILIZATION	LS	1	70,000.00	70,000.00
109.11000	CONTRACT BOND	LS	1	16,000.00	16,000.00
201.02200	CLEARING AND GRUBBING	LS	1	15,000.00	15,000.00
201.02206	CLEARING TREES 6 in	EA	2	700.00	1,400.00
201.02210	CLEARING TREES 10 in	EA	4	800.00	3,200.00
201.02216	CLEARING TREES 18 in	EA	3	1,100.00	3,300.00
201.02248	CLEARING TREES 48 in	EA	1	3,600.00	3,600.00
202.02120	REMOVAL OF SIGNS	EA	1	400.00	400.00
202.02205	REMOVAL OF FENCE	FT	803	11.00	8,833.00
202.02295	REMOVAL OF INLETS	EA	1	1,100.00	1,100.00
202.02400	REMOVAL OF SURFACING	SY	276	35.00	9,660.00
202.02430	REMOVAL OF CONCRETE	SY	659	42.00	27,678.00
202.02433	GRINDING SIDEWALK	FT	100	32.00	3,200.00
202.02600	CUTTING BIT PAVT	FT	937	4.00	3,748.00
202.02610	CUTTING CONCRETE	FT	178	10.00	1,780.00
203.02500	UNCLASSIFIED EXCAVATION	CY	68	30.00	2,040.00
207.02100	TOPSOIL STORING	CY	27	35.00	945.00
207.02200	TOPSOIL PLACING	CY	17	40.00	680.00
216.02105	SEEDING	SY	1,670	3.50	5,845.00
216.02700	SODDING	SY	70	25.00	1,750.00
216.02970	LANDSCAPING	LS	1	23,000.00	23,000.00
301.01080	CRUSHED BASE (GRADING W)	TON	468	60.00	28,080.00
406.03010	PLANT MIX (COMMERCIAL)	SY	243	150.00	36,450.00
406.03015	5" THICK PLANT MIX PATCH (COMMERCIAL)	SY	180	170.00	30,600.00
607.40100	FENCE INDUSTRIAL 42 in	FT	120	35.00	4,200.00
607.61800	GATES INDUSTRIAL-ROLLING 25 ft	EA	1	6,000.00	6,000.00
608.10200	SIDEWALK (CONC)	SY	901	100.00	90,100.00
609.10200	CURB AND GUTTER TYPE A	FT	213	100.00	21,300.00
609.10700	DOUBLE GUTTER	SY	314	110.00	34,540.00
620.07010	ADJUSTMENTS, VALVE BOXES	EA	3	500.00	1,500.00
625.20100	INLET TYPE A	EA	1	6,000.00	6,000.00
702.30600	RESET SIGNS	EA	9	400.00	3,600.00
702.30900	INSTALL RRFB SYSTEM	EA	2	19,500.00	39,000.00
703.02100	FLAGGING	HR	75	75.00	5,625.00
703.02110	TEMPORARY TRAFFIC CONTROL	LS	1	20,000.00	20,000.00
799.71825	EPOXY PAVEMENT LINE 18in	FT	56	26.79	1,500.00
799.74900	PAVEMENT MARKING REMOVAL	SF	124	8.00	1,000.00
999.30000	SWEEPING	LS	1	3,000.00	3,000.00

**BASE BID PRICE** (\$ 553,154.00 )  
**BASE BID PRICE IN WORDS** FIVE HUNDRED FIFTY THREE THOUSAND ONE HUNDRED  
FIFTY FOUR DOLLARS

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL PRICE
<b>BID ALTERNATE A</b>					
202.03205	REMOVAL OF FENCE	FT	67	11.00	737.00
202.03400	REMOVAL OF SURFACING	SY	86	35.00	3,010.00
202.03430	REMOVAL OF CONCRETE	SY	146	42.00	6,132.00
202.03433	GRINDING SIDEWALK	FT	10	32.00	320.00
202.03500	RESET MAILBOX (SINGLE)	EA	2	700.00	1,400.00
202.03600	CUTTING BIT PVMT	FT	118	4.00	472.00
202.03610	CUTTING CONCRETE	FT	72	10.00	720.00
203.02500	UNCLASSIFIED EXCAVATION	CY	12	30.00	360.00
207.03100	TOPSOIL STORING	CY	12	35.00	420.00
207.03200	TOPSOIL PLACING	CY	6	40.00	240.00
216.03105	SEEDING	SY	232	3.50	812.00
301.01080	CRUSHED BASE (GRADING W)	TON	77	60.00	4,620.00
406.03015	5" THICK PLANT MIX PATCH (COMMERCIAL)	SY	33	170.00	5,610.00
608.10200	SIDEWALK (CONC)	SY	59	100.00	5,900.00
609.10700	DOUBLE GUTTER	SY	141	90.00	12,690.00
702.30600	RESET SIGNS	EA	1	400.00	400.00

**BID ALTERNATE A PRICE** (\$ 43,843.00)  
**BID ALTERNATE A PRICE IN WORDS** FORTY THREE THOUSAND EIGHT HUNDRED AND FORTY THREE DOLLARS

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL PRICE
<b>BID ALTERNATE B</b>					
202.03400	REMOVAL OF SURFACING	SY	9	35.00	315.00
202.03430	REMOVAL OF CONCRETE	SY	16	42.00	672.00
202.03433	GRINDING SIDEWALK	FT	10	32.00	320.00
202.03600	CUTTING BIT PVMT	FT	45	4.00	180.00
202.03610	CUTTING CONCRETE	FT	6	10.00	60.00
203.02500	UNCLASSIFIED EXCAVATION	CY	13	30.00	390.00
207.03100	TOPSOIL STORING	CY	27	35.00	945.00
207.03200	TOPSOIL PLACING	CY	15	40.00	600.00
216.03105	SEEDING	SY	143	3.50	500.50
301.01080	CRUSHED BASE (GRADING W)	TON	24	60.00	1,440.00
406.03015	5" THICK PLANT MIX PATCH (COMMERCIAL)	SY	9	170.00	1,530.00
608.10200	SIDEWALK (CONC)	SY	84	100.00	8,400.00
609.10200	CURB AND GUTTER TYPE A	FT	8	100.00	800.00
702.30600	RESET SIGNS	EA	1	400.00	400.00

**BID ALTERNATE B PRICE** (\$ 16,552.50)  
**BID ALTERNATE B PRICE IN WORDS** SIXTEEN THOUSAND FIVE HUNDRED AND FIFTY TWO DOLLARS AND 52 CENTS

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL PRICE
<b>BID ALTERNATE C</b>					
201.03248	CLEARING TREES 48 in	EA	1	3,600.00	3,600.00
202.03400	REMOVAL OF SURFACING	SY	35	35.00	1,225.00
202.03430	REMOVAL OF CONCRETE	SY	73	42.00	3,066.00
202.03433	GRINDING SIDEWALK	FT	30	32.00	960.00
202.03600	CUTTING BIT PVMT	FT	75	4.00	300.00
202.03610	CUTTING CONCRETE	FT	48	10.00	480.00
203.02500	UNCLASSIFIED EXCAVATION	CY	5	30.00	150.00
207.03100	TOPSOIL STORING	CY	3	35.00	105.00
207.03200	TOPSOIL PLACING	CY	3	40.00	120.00
216.03105	SEEDING	SY	96	3.50	336.00
301.01080	CRUSHED BASE (GRADING W)	TON	44	60.00	2,640.00
406.03015	5" THICK PLANT MIX PATCH (COMMERCIAL)	SY	16	170.00	2,720.00
609.10700	DOUBLE GUTTER	SY	73	90.00	7,020.00

**BID ALTERNATE C PRICE** (\$ 22,722.00 )

twenty-two thousand seven hundred twenty-two

**BID ALTERNATE C PRICE IN WORDS**

DOLLARS

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL PRICE
<b>BID ALTERNATE D</b>					
201.03248	CLEARING TREES 48 in	EA	1	3,600.00	3,600.00
202.03205	REMOVAL OF FENCE	FT	186	11.00	2,046.00
202.03295	REMOVAL OF INLETS	EA	1	1,100.00	1,100.00
202.03400	REMOVAL OF SURFACING	SY	30	35.00	1,050.00
202.03430	REMOVAL OF CONCRETE	SY	103	42.00	4,326.00
202.03433	GRINDING SIDEWALK	FT	10	32.00	320.00
202.03600	CUTTING BIT PVMT	FT	75	4.00	300.00
202.03610	CUTTING CONCRETE	FT	48	10.00	480.00
203.02500	UNCLASSIFIED EXCAVATION	CY	36	30.00	1,080.00
207.03100	TOPSOIL STORING	CY	37	35.00	1,295.00
207.03200	TOPSOIL PLACING	CY	19	40.00	760.00
216.03105	SEEDING	SY	151	3.50	528.50
301.01080	CRUSHED BASE (GRADING W)	TON	68	60.00	4,080.00
406.03015	5" THICK PLANT MIX PATCH (COMMERCIAL)	SY	27	170.00	4,590.00
608.10200	SIDEWALK (CONC)	SY	124	100.00	12,400.00
609.10200	CURB AND GUTTER TYPE A	FT	25	100.00	2,500.00
609.10700	DOUBLE GUTTER	SY	80	90.00	7,200.00
620.07010	ADJUSTMENTS, VALVE BOXES	EA	1	500.00	500.00
625.20100	INLET TYPE A	EA	1	6,000.00	6,000.00
702.30600	RESET SIGNS	EA	1	400.00	400.00
702.30601	RESET SIGNS WITH CONCRETE FOOTER	EA	1	1,200.00	1,200.00

**BID ALTERNATE D PRICE** (\$ 55,755.50 )

fifty-five thousand seven hundred fifty-five dollars and fifty

**BID ALTERNATE D PRICE IN WORDS**

cents

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL PRICE
<b>BID ALTERNATE E</b>					
201.03206	CLEARING TREES 6 in	EA	1	700.00	700.00
202.03205	REMOVAL OF FENCE	FT	6	11.00	66.00
202.03400	REMOVAL OF SURFACING	SY	23	35.00	805.00
202.03430	REMOVAL OF CONCRETE	SY	128	36.00	4,608.00
202.03433	GRINDING SIDEWALK	FT	10	32.00	320.00
202.03600	CUTTING BIT PVT	FT	75	4.00	300.00
202.03610	CUTTING CONCRETE	FT	48	10.00	480.00
203.02500	UNCLASSIFIED EXCAVATION	CY	37	30.00	1,110.00
207.03100	TOPSOIL STORING	CY	2	35.00	70.00
207.03200	TOPSOIL PLACING	CY	2	40.00	80.00
216.03105	SEEDING	SY	200	3.50	700.00
301.01080	CRUSHED BASE (GRADING W)	TON	64	60.00	3,840.00
406.03015	5" THICK PLANT MIX PATCH (COMMERCIAL)	SY	23	170.00	3,910.00
608.10200	SIDEWALK (CONC)	SY	70	100.00	7,000.00
609.10200	CURB AND GUTTER TYPE A	FT	21	100.00	2,100.00
609.10700	DOUBLE GUTTER	SY	78	90.00	7,020.00

**BID ALTERNATE E PRICE** (\$ 33,109.00 )  
**BID ALTERNATE E PRICE IN WORDS** thirty-three thousand one hundred nine dollars

#### ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. Title VI/EEO Identification Form;
  - C. Disadvantaged Business Enterprise (DBE) Participation Certification
  - D. DBE Regular Dealer-Distributor Form (this form needs to be filled out by all bidders, prime and sub, non-DBE and DBE)
  - E. Certification of Suspension and Debarment
  - F. Registration with Wyoming Secretary of State Form accompanied by proof of Registration
  - G. List of Proposed Subcontractors

H. List of Proposed Suppliers

**ARTICLE 8 – BID SUBMITTAL**

8.01 This Bid submitted by:

If the Bidder Is:

A Partnership

Partnership  
Name: \_\_\_\_\_(SEAL)

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

Name (typed or  
printed): \_\_\_\_\_

Bidder's Business  
address: \_\_\_\_\_

Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

Submitted on \_\_\_\_\_, 20\_\_.

Contractor License No. \_\_\_\_\_.

A Corporation

Corporation  
Name: \_\_\_\_\_ GREGCO LLC \_\_\_\_\_(SEAL)

State of Incorporation: \_\_\_\_\_ WYOMING \_\_\_\_\_

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

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

Name (typed or printed): \_\_\_\_\_ HECTOR SOLIS \_\_\_\_\_

Title: \_\_\_\_\_ MANAGING MEMBER \_\_\_\_\_  
(CORPORATE SEAL)

Attest: \_\_\_\_\_  
(Signature of Corporate Secretary)

Bidder's Business  
address: \_\_\_\_\_

Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

Submitted on \_\_\_\_\_, 20\_\_\_\_.

Contractor License No. \_\_\_\_\_.

An Individual

Name (typed or  
printed): \_\_\_\_\_

By: \_\_\_\_\_  
(SEAL)

*(Individual's Signature)*

Doing business  
as: \_\_\_\_\_

Bidder's Business  
address: \_\_\_\_\_

Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

Submitted on \_\_\_\_\_, 20\_\_\_\_.

Contractor License No. \_\_\_\_\_.

### LIST OF SUBCONTRACTORS AND SUPPLIERS

Upon request, the BIDDER shall List below the name and business address of each subcontractor who will perform Work under this Bid, and shall also list the portion of the Work which will be done by such subcontractor.

\_\_\_\_. Subcontractor Name and Address:

FREMONT MATERIALS TRESTING  
155N 1ST ST.  
STE A  
LANDER, WY 82520

Work to be Performed:

PROVIDE A FIELD TECHNICIAN TO SAMPLE AND TEST ROAD BASE, TEST SUBGRADE COMPACTION USING A NUCLEAR GAUGE  
AND TEST THE FIRST LOAD OF EACH CONCRETE POUR

Percent of total Contract: \_\_\_\_\_

\_\_\_\_. Subcontractor Name and Address:

ROCKY MOUNTAIN PREMIX CONCRETE  
51 Lower North Fork Rd  
Lander, WY 82520

Work to be Performed:

SUPPLY OF CONCRETE AND ROAD BASE

Percent of total Contract: \_\_\_\_\_

\_\_\_\_. Subcontractor Name and Address:

71 Construction  
820 Lough St, Riverton,  
WY 82501

Work to be Performed:

SUPPLY OF ASPHALT AND TOPSOIL

Percent of total Contract: \_\_\_\_\_

Upon request the BIDDER shall List below the name and business address of each Supplier who they intend on using for this project.

\_\_\_\_. Supplier Name and Address:

GADES SALES CO, INC

7100 Broadway # 5T,

Denver, CO 80221

Materials to be Supplied:

RRFRB SOLAR CROSSWALK DOUBLE SIDE BEACONS RRFB WITH BUTTON SUPPLY

\_\_\_\_. Supplier Name and Address:

ALL FENCE SUPPLY INC

800 Wall Ave, Ogden, UT 84404

UT 84404

Materials to be Supplied:

FENCE SUPPLY

\_\_\_\_. Supplier Name and Address:

Materials to be Supplied:

## IDENTIFICATION OF TITLE VI / EEO COORDINATOR

Funding Recipient/Contractor Name:	GREGCO LLC
WYDOT Project #:	CD21510
Project Location:	LANDER, WY
Phone #:	(307) 679-3000

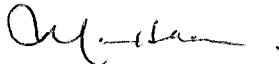
### TITLE VI/EEO IDENTIFICATION REQUIREMENTS

Has the Title VI/EEO Coordinator attended the Local Public Agency training from the Wyoming Department of Transportation? <i>(Project Sponsor Only – Contractors need not respond)</i>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Has the Coordinator changed since the last submitted Identification form?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Is the Coordinator clearly identified within the organization as the individual who will process and/or notify required staff of Title VI/EEO identified issues?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>

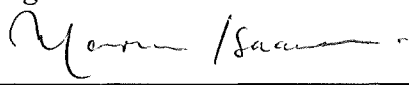
### TITLE VI/EEO COORDINATOR IDENTIFICATION

As required in the Equal Employment Opportunity Special Provisions included in federally funded highway construction contracts/agreements, this form acts as official identification of the Title VI/EEO Coordinator (and/or update) to the Wyoming Department of Transportation and the U.S. Federal Highway Administration (FHWA).

The aforementioned Funding Recipient/Contractor understands that additional information regarding the Coordinator, the Title VI/EEO policy and other aspects of the construction contract compliance program may be requested and/or reviewed at the request of the funding agency.

Title VI/EEO Coordinator: <b>MARIA ISAACSON</b>	Signature: 	Date: <b>12/13/24</b>
Title VI/EEO Coordinator Work Title: <b>SECRETARY</b>	Email Address: <b>GREGCOWY@GMAIL.COM</b>	Phone #: <b>(307) 313-0680</b>

### APPOINTING OFFICIAL'S ACKNOWLEDGEMENT

Appointing Official's Name: <b>MARIA ISAACSON</b>	Signature: 
Appointing Official's Work Title: <b>SECRETARY</b>	Date: <b>12/13/24</b>

For questions regarding this form, contact WYDOT's Office of Civil Rights Program Manager, Lisa Fresquez at 307.777.4457 or [lisa.fresquez@wyo.gov](mailto:lisa.fresquez@wyo.gov).

**BID BOND**

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

**BIDDER (Name and Address):**

Gregco LLC  
201 Woodridge Lane  
Evanston, WY 82930

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

Western Surety Company  
151 N. Franklin Street  
Chicago, IL 60606

**OWNER (Name and Address):**

City of Lander  
240 Lincoln Street  
Lander, WY 82520

**BID**

Bid Due Date: December 13, 2024

**Description (Project Name— Include Location):**

Lander Sidewalk Improvement Project - Project is for sidewalk installation and other related work in various locations throughout the City of Lander, WY.

**BOND**

Bond Number: Bid Bond

Date: December 10, 2024

Penal sum Five Percent of Amount Bid

\$ 5%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

Gregco LLC (Seal)  
Bidder's Name and Corporate Seal

By: [Signature]  
Signature

Hector G Salis  
Print Name

owner  
Title

Attest: [Signature]  
Signature

Title SECRETARY

**SURETY**

Western Surety Company  
Surety's Name and Corporate Seal

By: [Signature]  
Signature (Attach Power of Attorney)

TifAnne Nicole Morrow  
Print Name

Attorney-in-Fact  
Title

Attest: [Signature]  
Signature

Title PRODUCER



Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

*Note: Addresses are to be used for giving any required notice.*

*Provide execution by any additional parties, such as joint ventures, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of

any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 67285527

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Tif'Anne Nicole Morrow

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Gregco LLC

Obligee: City of City of Lander

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 67285527 is not issued on or before midnight of March 13th, 2025, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 13th day of December, 2024.

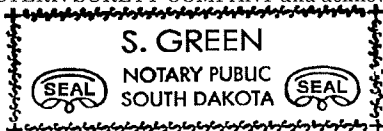
STATE OF SOUTH DAKOTA  
COUNTY OF MINNEHAHA

} ss

WESTERN SURETY COMPANY

Larry Kasten  
Larry Kasten, Vice President

On this 13th day of December, in the year 2024, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

S. Green  
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 13th day of December, 2024.

WESTERN SURETY COMPANY

Larry Kasten  
Larry Kasten, Vice President

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.

# **The United States Department of Transportation**

## **Standard Title VI Assurances/Non-Discrimination Provisions**

### **DOT Order No. 1050.2A**

**GREGCO LLC**

\_\_\_\_\_ (herein referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the Federal Highway Administration (FHWA), is subject to and will comply with the following:

#### **Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

*Modal Operating Administration may include additional Statutory/Regulatory Authorities here.*

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

#### **General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from DOT, including the FHWA.”*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally-assisted.

*Modal Operating Administration may include additional General Assurances in this section, or reference an addendum here.*

#### **Specific Assurances**

More specifically, and without limiting the above general Assurances, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations;
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

**GREGCO LLC**

“ \_\_\_\_\_, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged 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, color, or national origin in consideration for an award.”;

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations;
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient;
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith;
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property;
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.

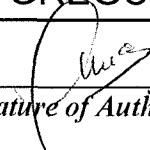
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

*Modal Operating Administration may include additional Specific Assurances in this section.*

By signing this ASSURANCE, GREGCO LLC also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the **FHWA** access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the **FHWA**. You must keep records, reports, and submit the material for review upon request to **FHWA**, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

GREGCO LLC gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the Department of Transportation under the **FHWA Program**. This ASSURANCE is binding on [insert State], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **FHWA Program**. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

GREGCO LLC

By:   
(Signature of Authorized Official)

DATE: 12-13-24

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration (FHWA)**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **FHWA** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **FHWA**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **FHWA** may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **FHWA** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

### APPENDIX B

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW, THEREFORE**, the Department of Transportation as authorized by law and upon the condition that GREGCO LLC will accept title to the lands and maintain the project constructed thereon in accordance with Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21), the Regulations for the Administration of Federal Highway Administration (FHWA) Program, and the policies and procedures prescribed by the FHWA of the Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto GREGCO LLC all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" (if applicable) attached hereto and made a part hereof.

### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto GREGCO LLC and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on GREGCO LLC, its successors and assigns.

GREGCO LLC, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that GREGCO LLC will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will there on revert to and vest in

and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI.)

## **CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

### **APPENDIX C**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by GREGCO LLC pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, GREGCO LLC will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the GREGCO LLC will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the GREGCO LLC and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to effectuate the purpose of Title VI.)

**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED  
UNDER THE ACTIVITY, FACILITY OR PROGRAM**

**APPENDIX D**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by GREGCO LLC pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the GREGCO LLC will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the GREGCO LLC will there upon revert to and vest in and become the absolute property of GREGCO LLC and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to effectuate the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Project No. LANDER SIDEWALK IMPROVEMENT PROJECT - PHASE I 10328203  
 Prime Contractor GREGCO LLC

E-91-DBE Doc  
 Rev. 09-24

☐ Bidder does not intend to subcontract

☒ I agree and understand with DBE process.

\*\*See process below

### DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION CERTIFICATION

The Bidder has contacted the following Disadvantaged Business Enterprises (DBE) to solicit quotations for subcontract work or materials to be used on this project. Suppose one DBE firm is contacted as a supplier of materials and for other subcontract work (i.e., furnish sign materials as a supplier and perform flagging and traffic control as a subcontractor). In that case, the firm must be shown twice, once as a supplier and once for the subcontract work.

Information from all DBE firms that submitted quotes, whether solicited or not solicited, must be retained in the project file.

Disadvantaged Business Entity and/or Non-DBE Subcontractor	DBE or Non-DBE	Specific Subcontract Work or Materials Requested	NAICS	Race Information for Firm's Majority Owner	Gender Information for Firm's Majority Owner	Age of the firm (MM/YY)	Annual Gross Receipts	Contact Method	Contact Date	Contact Date #2	Contact Result
Hardives Construction, Inc. Phone: (406)850-3047 Email: jody@hdsphalt.com	DBE	Asphalt Supplier	237310	<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input checked="" type="checkbox"/> Native American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other pursuant to 49 CFR § 26.67(d)	<input type="checkbox"/> Non-Minority Woman-owned <input checked="" type="checkbox"/> Minority Male-owned <input type="checkbox"/> Minority Woman-owned <input type="checkbox"/> Non-Minority Male-owned		<input type="checkbox"/> Less than \$1 Million <input type="checkbox"/> \$1 - 3 Million <input type="checkbox"/> \$3 - 6 Million <input type="checkbox"/> \$6 - 10 Million <input type="checkbox"/> More than \$10 Million	Email	12/09/24	12/10/24	<input checked="" type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted - See Bid <input type="checkbox"/> Quote submitted - Not used
Villalobos Concrete, Inc. Phone: (720)929-1894 carmen@villaloboscc.com;lor@villaloboscc.com	DBE	Asphalt Supplier	237310 237990	<input checked="" type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other pursuant to 49 CFR § 26.67(d)	<input type="checkbox"/> Non-Minority Woman-owned <input type="checkbox"/> Minority Male-owned <input checked="" type="checkbox"/> Minority Woman-owned <input type="checkbox"/> Non-Minority Male-owned		<input type="checkbox"/> Less than \$1 Million <input type="checkbox"/> \$1 - 3 Million <input type="checkbox"/> \$3 - 6 Million <input type="checkbox"/> \$6 - 10 Million <input type="checkbox"/> More than \$10 Million	Email	12/09/24	12/10/24	<input checked="" type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted - See Bid <input type="checkbox"/> Quote submitted - Not used

Disadvantaged Business Entity and/or Non-DBE Subcontractor	DBE or Non-DBE	Specific Subcontract Work or Materials Requested	NAICS	Race Information for Firm's Majority Owner	Gender Information for Firm's Majority Owner	Age of the Firm (MM/YY)	Annual Gross Receipts	Contact Method	Contact Date	Contact Date #2	Contact Result
Intermountain Builders	DBE	Asphalt Subcontractor	237310	<input type="checkbox"/> Black American <input checked="" type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other pursuant to 49 CFR § 26.67(g)	<input type="checkbox"/> Non-Minority Woman-owned <input checked="" type="checkbox"/> Minority Male-owned <input type="checkbox"/> Minority Woman-owned <input type="checkbox"/> Non-Minority Male-owned		<input type="checkbox"/> Less than \$1 Million <input type="checkbox"/> \$1 - 3 Million <input type="checkbox"/> \$3 - 6 Million <input type="checkbox"/> \$6 - 10 Million <input type="checkbox"/> More than \$10 Million	Phone Email	12/9/24 12/09/24 12/1/0/24		<input checked="" type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted - See Bid <input type="checkbox"/> Quote submitted - Not used
Phone: (307)332-6119 Email: intermountainbuilders@wyoming.com											
Pavement Solutions, Inc.	DBE	Asphalt Subcontractor	237310	<input type="checkbox"/> Black American <input checked="" type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other pursuant to 49 CFR § 26.67(g)	<input type="checkbox"/> Non-Minority Woman-owned <input checked="" type="checkbox"/> Minority Male-owned <input type="checkbox"/> Minority Woman-owned <input type="checkbox"/> Non-Minority Male-owned		<input type="checkbox"/> Less than \$1 Million <input type="checkbox"/> \$1 - 3 Million <input type="checkbox"/> \$3 - 6 Million <input type="checkbox"/> \$6 - 10 Million <input type="checkbox"/> More than \$10 Million	Phone Email Email	12/9/24 12/09/24 12/1/0/24		<input checked="" type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted - See Bid <input type="checkbox"/> Quote submitted - Not used
Phone: (480)254-2091 Email: timpavesol@gmail.com											
Alexander Construction Co.	DBE	Asphalt Subcontractor Landscaping Subcontractor	237310	<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other pursuant to 49 CFR § 26.67(g)	<input checked="" type="checkbox"/> Non-Minority Woman-owned <input type="checkbox"/> Minority Male-owned <input type="checkbox"/> Minority Woman-owned <input type="checkbox"/> Non-Minority Male-owned		<input type="checkbox"/> Less than \$1 Million <input type="checkbox"/> \$1 - 3 Million <input type="checkbox"/> \$3 - 6 Million <input type="checkbox"/> \$6 - 10 Million <input type="checkbox"/> More than \$10 Million	Email Email	12/09/24 12/1/0/24		<input checked="" type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted - See Bid <input type="checkbox"/> Quote submitted - Not used
Phone: (480)254-2091 Email: timpavesol@gmail.com											
Asphalt Plus, Inc.	DBE	Asphalt Subcontractor	237310	<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other pursuant to 49 CFR § 26.67(g)	<input checked="" type="checkbox"/> Non-Minority Woman-owned <input type="checkbox"/> Minority Male-owned <input type="checkbox"/> Minority Woman-owned <input type="checkbox"/> Non-Minority Male-owned		<input type="checkbox"/> Less than \$1 Million <input type="checkbox"/> \$1 - 3 Million <input type="checkbox"/> \$3 - 6 Million <input type="checkbox"/> \$6 - 10 Million <input type="checkbox"/> More than \$10 Million	Email Email	12/09/24 12/1/0/24		<input checked="" type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted - See Bid <input type="checkbox"/> Quote submitted - Not used
Phone: (406)248-5609 Email: office@asphaltplusinc.com											
Entitlement & Engineering Solutions, Inc.	DBE	Material Testing	541330	<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other pursuant to 49 CFR § 26.67(g)	<input checked="" type="checkbox"/> Non-Minority Woman-owned <input type="checkbox"/> Minority Male-owned <input type="checkbox"/> Minority Woman-owned <input type="checkbox"/> Non-Minority Male-owned		<input type="checkbox"/> Less than \$1 Million <input type="checkbox"/> \$1 - 3 Million <input type="checkbox"/> \$3 - 6 Million <input type="checkbox"/> \$6 - 10 Million <input type="checkbox"/> More than \$10 Million	Email Email	12/09/24 12/1/0/24		<input checked="" type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted - See Bid <input type="checkbox"/> Quote submitted - Not used
Phone: (303)572-7997 Email: amanda.oconnor@ees-ns.com											

Disadvantaged Business Entity and/or Non-DBE Subcontractor	DBE or Non-DBE	Specific Subcontract Work or Materials Requested	NAICS	Race Information for Firm's Majority Owner	Gender Information for Firm's Majority Owner	Age of the firm (MM/YY)	Annual Gross Receipts	Contact Method	Contact Date	Contact Date #2	Contact Result
Harmony Design, Inc. Phone: (208)354-1331 Email: jen.zung@harmonydesigninc.com	DBE	Material Testing	541330 541320	<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input checked="" type="checkbox"/> Asian Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other pursuant to 49 CFR § 26.67(d)	<input type="checkbox"/> Non-Minority Woman-owned <input type="checkbox"/> Minority Male-owned <input type="checkbox"/> Minority Woman-owned <input checked="" type="checkbox"/> Non-Minority Male-owned		<input type="checkbox"/> Less than \$1 Million <input type="checkbox"/> \$1 – 3 Million <input type="checkbox"/> \$3 – 6 Million <input type="checkbox"/> \$6 – 10 Million <input type="checkbox"/> More than \$10 Million	Email	12/09/24 12/10/24		<input checked="" type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
Professional Landscaping, Inc. Phone: (307)778-8106 Email: gbgrady2@aol.com	DBE	Landscaping Subcontractor	561730	<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other pursuant to 49 CFR § 26.67(d)	<input checked="" type="checkbox"/> Non-Minority Woman-owned <input type="checkbox"/> Minority Male-owned <input type="checkbox"/> Minority Woman-owned <input type="checkbox"/> Non-Minority Male-owned		<input type="checkbox"/> Less than \$1 Million <input type="checkbox"/> \$1 – 3 Million <input type="checkbox"/> \$3 – 6 Million <input type="checkbox"/> \$6 – 10 Million <input type="checkbox"/> More than \$10 Million	Email	12/09/24 12/10/24		<input checked="" type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
Triple A. Building Services, Inc. DBE Phone: (307)322-2278 Email: hiale_alex@yahoo.com	DBE	Landscaping Subcontractor	561730	<input checked="" type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other pursuant to 49 CFR § 26.67(d)	<input type="checkbox"/> Non-Minority Woman-owned <input checked="" type="checkbox"/> Minority Male-owned <input type="checkbox"/> Minority Woman-owned <input type="checkbox"/> Non-Minority Male-owned		<input type="checkbox"/> Less than \$1 Million <input type="checkbox"/> \$1 – 3 Million <input type="checkbox"/> \$3 – 6 Million <input type="checkbox"/> \$6 – 10 Million <input type="checkbox"/> More than \$10 Million	Email	12/09/24 12/10/24		<input checked="" type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
Entitlement & Engineering Solutions, Inc. Phone: (307)532-3129 Email: glconcrete123@gmail.com	DBE	Ready-Mix Concrete Supplier	327320	<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other pursuant to 49 CFR § 26.67(d)	<input checked="" type="checkbox"/> Non-Minority Woman-owned <input type="checkbox"/> Minority Male-owned <input type="checkbox"/> Minority Woman-owned <input type="checkbox"/> Non-Minority Male-owned		<input type="checkbox"/> Less than \$1 Million <input type="checkbox"/> \$1 – 3 Million <input type="checkbox"/> \$3 – 6 Million <input type="checkbox"/> \$6 – 10 Million <input type="checkbox"/> More than \$10 Million	Email	12/09/24 12/10/24		<input checked="" type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input checked="" type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
Rocky Mountain Pre-Mix Concrete Non-DBE	Non-DBE	Ready-Mix Concrete Supplier	327320	<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other pursuant to 49 CFR § 26.67(d)	<input type="checkbox"/> Non-Minority Woman-owned <input type="checkbox"/> Minority Male-owned <input type="checkbox"/> Minority Woman-owned <input type="checkbox"/> Non-Minority Male-owned		<input type="checkbox"/> Less than \$1 Million <input type="checkbox"/> \$1 – 3 Million <input type="checkbox"/> \$3 – 6 Million <input type="checkbox"/> \$6 – 10 Million <input type="checkbox"/> More than \$10 Million	Email	12/09/24 12/10/24		<input checked="" type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used

Disadvantaged Business Entity and/or Non-DBE Subcontractor	DBE or Non-DBE	Specific Subcontract Work or Materials Requested	NAICS	Race Information for Firm's Majority Owner	Gender Information for Firm's Majority Owner	Age of the firm (MM/YY)	Annual Gross Receipts	Contact Method	Contact Date	Contact Date #2	Contact Result
				<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other pursuant to 49 CFR § 26.67(d)	<input type="checkbox"/> Non-Minority Woman-owned <input type="checkbox"/> Minority Male-owned <input type="checkbox"/> Minority Woman-owned <input type="checkbox"/> Non-Minority Male-owned		<input type="checkbox"/> Less than \$1 Million <input type="checkbox"/> \$1 – 3 Million <input type="checkbox"/> \$3 – 6 Million <input type="checkbox"/> \$6 – 10 Million <input type="checkbox"/> More than \$10 Million				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other pursuant to 49 CFR § 26.67(d)	<input type="checkbox"/> Non-Minority Woman-owned <input type="checkbox"/> Minority Male-owned <input type="checkbox"/> Minority Woman-owned <input type="checkbox"/> Non-Minority Male-owned		<input type="checkbox"/> Less than \$1 Million <input type="checkbox"/> \$1 – 3 Million <input type="checkbox"/> \$3 – 6 Million <input type="checkbox"/> \$6 – 10 Million <input type="checkbox"/> More than \$10 Million				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other pursuant to 49 CFR § 26.67(d)	<input type="checkbox"/> Non-Minority Woman-owned <input type="checkbox"/> Minority Male-owned <input type="checkbox"/> Minority Woman-owned <input type="checkbox"/> Non-Minority Male-owned		<input type="checkbox"/> Less than \$1 Million <input type="checkbox"/> \$1 – 3 Million <input type="checkbox"/> \$3 – 6 Million <input type="checkbox"/> \$6 – 10 Million <input type="checkbox"/> More than \$10 Million				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other pursuant to 49 CFR § 26.67(d)	<input type="checkbox"/> Non-Minority Woman-owned <input type="checkbox"/> Minority Male-owned <input type="checkbox"/> Minority Woman-owned <input type="checkbox"/> Non-Minority Male-owned		<input type="checkbox"/> Less than \$1 Million <input type="checkbox"/> \$1 – 3 Million <input type="checkbox"/> \$3 – 6 Million <input type="checkbox"/> \$6 – 10 Million <input type="checkbox"/> More than \$10 Million				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used

Disadvantaged Business Entity and/or Non-DBE Subcontractor	DBE or Non-DBE	Specific Subcontract Work or Materials Requested	NAICS	Race Information for Firm's Majority Owner	Gender Information for Firm's Majority Owner	Age of the firm (MM/YY)	Annual Gross Receipts	Contact Method	Contact Date	Contact Date #2	Contact Result
				<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other pursuant to 49 CFR § 26.67(d)	<input type="checkbox"/> Non-Minority Woman-owned <input type="checkbox"/> Minority Male-owned <input type="checkbox"/> Minority Woman-owned <input type="checkbox"/> Non-Minority Male-owned		<input type="checkbox"/> Less than \$1 Million <input type="checkbox"/> \$1 – 3 Million <input type="checkbox"/> \$3 – 6 Million <input type="checkbox"/> \$6 – 10 Million <input type="checkbox"/> More than \$10 Million				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other pursuant to 49 CFR § 26.67(d)	<input type="checkbox"/> Non-Minority Woman-owned <input type="checkbox"/> Minority Male-owned <input type="checkbox"/> Minority Woman-owned <input type="checkbox"/> Non-Minority Male-owned		<input type="checkbox"/> Less than \$1 Million <input type="checkbox"/> \$1 – 3 Million <input type="checkbox"/> \$3 – 6 Million <input type="checkbox"/> \$6 – 10 Million <input type="checkbox"/> More than \$10 Million				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other pursuant to 49 CFR § 26.67(d)	<input type="checkbox"/> Non-Minority Woman-owned <input type="checkbox"/> Minority Male-owned <input type="checkbox"/> Minority Woman-owned <input type="checkbox"/> Non-Minority Male-owned		<input type="checkbox"/> Less than \$1 Million <input type="checkbox"/> \$1 – 3 Million <input type="checkbox"/> \$3 – 6 Million <input type="checkbox"/> \$6 – 10 Million <input type="checkbox"/> More than \$10 Million				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used

**\*\* DBE Does not intend to subcontract.**

**Instructions for Do Not Intend to Subcontract Check boxes:**

**Box 1:** By checking this box, you confirm that you have chosen not to subcontract any work at the time of the bid letting.

**Box 2:** By checking this box, you agree that if you decide to subcontract work after being awarded the contract due to time constraints or equipment availability, you must follow the same good faith effort protocol to solicit Disadvantaged Business Enterprises (DBEs). All quotes must be sent to the WYDOT Local Government Coordination Office at [cole.bostron@wyo.gov](mailto:cole.bostron@wyo.gov). The DBE approval solicitation process, including completing a DBE2 form, must be followed before any subcontract work can be approved.

## CERTIFICATION OF SUSPENSION OR DEBARMENT

Bidder or any person or persons associated therewith in the capacity of owner, partner, director or officer authorized to sign contracts certifies by signing this proposal that the response(s) to the following questions is (are) true:

- I. Is any interested party currently under suspension, disqualifications, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency?  
YES ( ) NO (X)
- II. Has any interested party been suspended, debarred, disqualified, voluntarily excluded or determined ineligible by any state or federal agency within the past three years?  
YES ( ) NO (X)
- III. Has any interested party have a debarment pending?  
YES ( ) NO (X)
- IV. Has any interested party been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years?  
YES ( ) NO (X)

If the answer is YES to any of the four items above, insert Suspension or Debarment actions below:

APPLICABLE: YES ( ) NO (X)

---

---

---

---

---

---

Suspension or Debarment actions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any Suspension or Debarment noted, indicate below to whom it applies, initiating agency and dates of action.

APPLIES TO WHOM	INITIATING AGENCY	DATES OF ACTION
N/A		

The person or persons signing this proposal do hereby certify, under penalty of perjury, that the CERTIFICATION OF SUSPENSION OR DEBARMENT is a true and accurate statement.

**REGISTRATION WITH THE WYOMING SECRETARY OF STATE**

I. Bidder is a corporation or limited liability company? YES (X) NO ( )

II. Has the above Bidder registered with the Wyoming Secretary of State to do business in the State of Wyoming? YES (X) NO ( )

**STATE OF WYOMING**  
**Office of the Secretary of State**

I, CHUCK GRAY, Secretary of State of the State of Wyoming, do hereby certify that according to the records of this office,

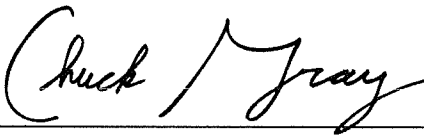
**GREGCO LLC**  
is a  
**Limited Liability Company**

formed or qualified under the laws of Wyoming did on **April 21, 2011**, comply with all applicable requirements of this office. Its period of duration is Perpetual. This entity has been assigned entity identification number **2011-000600334**.

This entity is in existence and in good standing in this office and has filed all annual reports and paid all annual license taxes to date, or is not yet required to file such annual reports; and has not filed Articles of Dissolution.

I have affixed hereto the Great Seal of the State of Wyoming and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Cheyenne, Wyoming on this 10th day of December, 2024 at 7:25 PM. This certificate is assigned ID Number 078940733.



  
Secretary of State

**WYOMING REGISTERED BUSINESS**

**100% Wyoming Resident Owned**

W.S. § 16-6-101(a)(i)(B)

AFFIDAVIT:

State of WYOMING

County of UINTA

KNOW ALL MEN BY THESE PRESENTS:

THAT GREGCO LLC

Business Entity

doing business as GREGCO

Name of DBA

of 201 WOODRIDGE LN

Wyoming Business Street Address

City of EVANSTON

County of UINTA

State of WYOMING

with a mailing address of 201 WOODRIDGE LN EVANSTON, WY 82930 PHONE (307) 679-3000

Email Address: GREGCOWY@GMAIL.COM Address City/State/Zip Telephone Number

Tax ID: 83-489446

being duly sworn, deposes and says that each member or shareholder of the partnership, association, limited partnership, registered limited partnership, registered limited liability company or corporation has been a resident of the state for one (1) year or more immediately prior to bidding upon the contract or responding to a request for proposal.

Please Indicate Type of Business (check all that apply):

Erection ☒ Construction ☒ Alteration ☒ Repair ☒ Supplier/Manufacturer ☐

**LIST ALL PARTNERS, MEMBERS OR SHAREHOLDERS OF THE BUSINESS ENTITY. IF MORE THAN TWO, YOU WILL NEED TO ATTACH AN ADDITIONAL NOTARIZED LIST.**

1. Name: HECTOR SOLIS

Permanent Home Street Address: 201 WOODRIDGE LN EVANSTON, WY 82930

Address

City/State/Zip

Number of Years WY Resident: 26

Years at this Address: 12

WY Driver's License No.: 106636-137

Issued: 10/04/22

Expires: 01/30/28

2. Name: \_\_\_\_\_

Permanent Home Street Address: \_\_\_\_\_

Address

City/State/Zip

Number of Years WY Resident: \_\_\_\_\_

Years at this Address: \_\_\_\_\_

WY Driver's License No.: \_\_\_\_\_ Issued: \_\_\_\_\_ Expires: \_\_\_\_\_

**Note:** PLEASE PROVIDE A PHOTOCOPY OF EACH PARTNER'S, MEMBER'S OR SHAREHOLDER'S DRIVER'S LICENSE. IF THE LICENSE HAS AN EXTENSION, PLEASE PROVIDE A COPY OF THE BACK OF THE LICENSE ALSO. WE WILL NOT PROCESS THIS AFFIDAVIT WITHOUT A COPY.

THE FOREGOING INFORMATION IS TRUE AND CORRECT.

OWNER

Title

Title

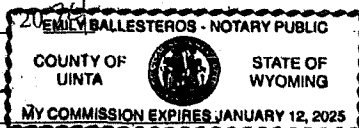
Sworn to before me on this 21<sup>st</sup> day of

Sworn to before me on this \_\_\_\_\_ day of

August

, 2024.

Emily Ballesteros  
Notary Public



Notary Public

**INCOMPLETE OR UNSIGNED FORMS WILL BE RETURNED FOR CORRECTION**



# STATE OF WYOMING

## CERTIFICATE OF RESIDENCY



Contractor Number: 1048

### GREGCO

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 21<sup>ST</sup> DAY OF AUGUST TWO THOUSAND AND 24

A blue ink signature of Michete Johnson, Program Manager, written over a horizontal line.

Michete Johnson, Program Manager

EXPIRATION DATE: 8/20/2025

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



CERTIFICATE SERIAL NUMBER: 2108202464