

#### **MEMORANDUM**

TO:	Town of Saratoga,	SCCIJPB
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**FROM:** Engineering Associates

**DATE:** March 21, 2024

#### SUBJECT: SOUTH RIVER STREET WATERLINE REPLACEMENT

The Town of Saratoga received a total of 2 bids for the South River Street Waterline Replacement. The Project has a Base Bid and an Add Alternate, award is based on the Base Bid per the Contract Documents. All bids were received via QuestCDN Virtu Bid, with Town personnel present at the Saratoga Town Hall for the public bid opening. A copy of the certified Bid Tabulation is included. Two bids were received, one from Rocky Mountain Sand & Gravel (RMS&G) and one Kilgore Companies – DBA Lewis & Lewis (L&L).

The Base Bids ranged from a low of \$1,767,803.00 (RMS&G) to a high of \$3,346,799.76 (L&L); the Engineer's estimate was \$1,763,520.00. Add Alternate bids ranged from a low of \$158,085.41 (L&L) to a high of \$170,435.80 (RMS&G); the Engineers estimate was \$70,480.30. Total Bid Prices ranged from \$1,938,238.80 (RMS&G) to \$3,504,885.17 (L&L).

To evaluate the submitted bids, a math check was performed on all bids and all required bidding documentation was verified. Both bids met the bidding requirements.

The low bid is Rocky Mountain Sand and Gravel of Cheyenne, Wyoming with the bid of \$1,767,803.00 (Base Bid); their bid package is included for reference. EA's Saratoga Office has worked with RMS&G in the past with very satisfactory results. References contacted have had great project results, good working relationships and would recommend RMS&G as a Contractor.

After review of all bid packages, and contacting references, I recommend awarding the Contract to Rocky Mountain Sand & Gravel, based on their Base Bid. The contract documents state that the contract will be awarded to the lowest responsible Bidder who has met the minimum requirements set forth in the Contract Documents and is determined to be responsible in the sole discretion of the governing body. Rocky Mountain Sand & Gravel is the low bidder, has met the requirements set forth in the contract documents, and is responsible in our professional opinion, therefore we recommend award.

Additionally, based on their Add Alt bid, I would recommend awarding the Add Alt as well, bringing the total bid award to <u>\$1,938,239.80</u>.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely

Craig Kopasz, PE Engineering Associates

Enclosures:

- 24-0320 Bid Tab (S. River Water)
- Rocky Mountain Sand & Gravel (Bidding Docs)

#### TOWN OF SARATOGA SOUTH RIVER STREET WATERLINE REPLACEMENT BID TABULATION Wednesday, March 20, 2024

	BASE BID & ADD ALT - CHIP SEAL										
SCHEDULE SUMMARY	ENGINEERS ESTIMATE	ROCKY MTN. SAND & GRAVEL	KILGORE COMPANIES- LEWIS & LEWIS								
BASE BID	\$ 1,763,520.00	\$ 1,767,803.00	\$ 3,346,799.76								
ADD ALT - CHIP SEAL	\$ 70,480.30	\$ 170,435.80	\$ 158,085.41								
TOTAL BID	\$ 1,834,000.30	\$ 1,938,238.80	\$ 3,504,885.17								



# TOWN OF SARATOGA SOUTH RIVER STREET WATERLINE REPLACEMENT BID TABULATION Wednesday, March 20, 2024

	BASE BID								
				ENGINEEI	RS ESTIMATE	ROCKY MTN.	SAND & GRAVEL		APANIES- LEWIS & EWIS
ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTS.	EST. UNIT PRICE	EST. BID AMOUNT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$ 154,000.00	\$ 154,000.00	\$200,000.00	\$ 200,000.00	\$750,000.00	
2	Storm Water Pollution Prevention Trench Dewatering & Testing	LS LS	1	\$ 15,000.00 \$ 150,000.00	\$ 15,000.00 \$ 150,000.00	\$10,000.00 \$125,000.00	\$ 10,000.00 \$ 125,000.00	\$2,500.00 \$750,000.00	\$ 2,500.00 \$ 750,000.00
4	Traffic Control	LS	1	\$ 20,000.00	\$ 20,000.00	\$25,000.00	\$ 25,000.00	\$30,000.00	
5	Surfacing Removal - Concrete	SY	41	\$ 100.00	\$ 4,100.00	\$82.00	\$ 3,362.00	\$50.00	\$ 2,050.00
6	Surfacing Removal - Asphalt	SY	2510	\$ 20.00	\$ 50,200.00	\$13.00	\$ 32,630.00	\$6.00	
7 8	Muck Excavation 12" Crushed Base	CY SY	115 2460	\$ 100.00 \$ 40.00	\$ 11,500.00 \$ 98,400.00	\$71.00 \$41.00	\$ 8,165.00 \$ 100,860.00	\$95.00 \$82.00	
9	4" Crushed Base	SY	720	\$ 20.00	\$ 14,400.00	\$15.00	\$ 10,800.00	\$35.00	
10	4" Plant Mix Pavement	SY	2460	\$ 100.00	\$ 246,000.00	\$96.00	\$ 236,160.00	\$95.00	
11	Install Curb & Gutter	LF	10	\$ 100.00	\$ 1,000.00	\$75.00 \$15,222.00	\$ 750.00	\$350.00	
12	Fire Hydrant 6" Fire Hydrant Extension	EA EA	5	\$ 12,000.00 \$ 700.00	\$ 60,000.00 \$ 1,400.00	\$15,222.00 \$2,100.00	\$ 76,110.00 \$ 4,200.00	\$15,000.00 \$3,000.00	\$ 75,000.00 \$ 6,000.00
14	1' Fire Hydrant Extension	EA	2	\$ 800.00	\$ 1,600.00	\$2,755.00	\$ 5,510.00	\$2,500.00	\$ 5,000.00
15	Remove Fire Hydrant	EA	5	\$ 1,500.00	\$ 7,500.00	\$2,500.00	\$ 12,500.00	\$3,000.00	\$ 15,000.00
16	6" Bollards 4" AWWA C900 DR18 PVC Water Main	EA LF	2 92	\$ 750.00 \$ 160.00	\$ 1,500.00 \$ 14,720.00	\$975.00	\$ 1,950.00 \$ 8,740.00	\$2,500.00 \$145.00	\$ 5,000.00 \$ 13,340.00
	6" AWWA C900 DR18 PVC water Main	LF	1310	\$ 165.00	\$ 14,720.00 \$ 216,150.00	\$95.00 \$102.00	\$ 8,740.00 \$ 133,620.00	\$143.00	
19	12" AWWA C900 DR18 PVC Water Main	LF	1050	\$ 175.00	\$ 183,750.00	\$127.00	\$ 133,350.00	\$195.00	
20	4" Gate Valve	EA	1	\$ 3,500.00	\$ 3,500.00	\$2,170.00	\$ 2,170.00	\$3,818.14	
21 22	6" Gate Valve 12" Gate Valve	EA	14	\$ 4,500.00 \$ 6,500.00	\$ 63,000.00 \$ 32,500.00	\$4,075.00 \$8,471.00	\$ 57,050.00 \$ 42,355.00	\$4,179.87 \$7,559.72	\$ 58,518.18 \$ 37,798.60
22	12 Gate Valve	EA	1	\$ 11,000.00	\$ 52,500.00 \$ 11,000.00	\$20,499.00	\$ 20,499.00	\$16,163.88	\$ 16,163.88
24	Water Valve Abandonment	EA	20	\$ 500.00	\$ 10,000.00	\$1,325.00	\$ 26,500.00	\$0.01	\$ 0.20
25	4" Watermain Connection	EA	1	\$ 3,500.00	\$ 3,500.00	\$3,195.00	\$ 3,195.00	\$15,000.00	\$ 15,000.00
26	6" Watermain Connection	EA	6	\$ 4,000.00	\$ 24,000.00 \$ 5,500.00	\$4,311.00	\$ 25,866.00 \$ 7,120.00	\$15,000.00	\$ 90,000.00 \$ 15,500.00
27	12" Watermain Connection 14" Watermain Connection	EA EA	1	\$ 5,500.00 \$ 7,000.00	\$ 5,500.00 \$ 7,000.00	\$7,120.00 \$10,145.00	\$ 10,145.00	\$15,500.00 \$16,000.00	\$ 10,000.00
29	6" MJ Cap	EA	1	\$ 1,000.00	\$ 1,000.00	\$2,225.00	\$ 2,225.00	\$2,200.00	
30	6" Blind Flange Class 125	EA	1	\$ 1,000.00	\$ 1,000.00	\$2,625.00	\$ 2,625.00	\$2,200.00	
31 32	12" MJ Plug	EA	1	\$ 1,200.00 \$ 1,200.00	\$ 1,200.00 \$ 1,200.00	\$2,475.00	\$ 2,475.00 \$ 2,712.00	\$2,200.00	
32	12" Blind Flange Class 125 14" Cap	EA	1	\$ 1,200.00	\$ 1,200.00 \$ 1,500.00	\$2,712.00 \$2,612.00	\$ 2,712.00 \$ 2,612.00	\$2,584.59 \$2,687.98	
34	4" - 45 Deg DI Bend	EA	2	\$ 2,500.00	\$ 5,000.00	\$2,020.00	\$ 4,040.00	\$2,527.25	\$ 5,054.50
35	6" - 90 Deg DI Bend	EA	1	\$ 2,500.00	\$ 2,500.00	\$2,497.00	\$ 2,497.00	\$2,419.50	\$ 2,419.50
36 37	6" - 45 Deg DI Bend 6" - 11.25 Deg DI Bend	EA EA	10	\$ 2,500.00 \$ 2,500.00	\$ 25,000.00 \$ 2,500.00	\$2,624.00 \$2,624.00	\$ 26,240.00 \$ 2,624.00	\$2,502.42 \$2,386.32	\$ 25,024.20 \$ 2,386.32
38	12" - 45 Deg DI Bend	EA	4	\$ 3,000.00	\$ 12,000.00	\$3,877.00	\$ 15,508.00	\$2,985.91	\$ 11,943.64
39	6" x 6" Tee	EA	1	\$ 3,000.00	\$ 3,000.00	\$3,370.00	\$ 3,370.00	\$2,578.56	\$ 2,578.56
40	6" x 6" SW Tee	EA	5	\$ 3,000.00	\$ 15,000.00	\$4,196.00	\$ 20,980.00	\$2,579.27	\$ 12,896.35
41 42	12" x 6" Tee 12" x 12" Tee	EA	1	\$ 5,500.00 \$ 6,000.00	\$ 5,500.00 \$ 6,000.00	\$4,969.00 \$5,275.00	\$ 4,969.00 \$ 5,275.00	\$3,022.84 \$3,338.76	
43	12" x 6" Cross	EA	2	\$ 7,500.00	\$ 15,000.00	\$7,741.00	\$ 15,482.00	\$3,209.97	
44	12" Cross	EA	1	\$ 8,000.00	\$ 8,000.00	\$8,111.00	\$ 8,111.00	\$3,858.45	\$ 3,858.45
45	6" x 4" Reducer	EA	1	\$ 1,500.00	\$ 1,500.00	\$2,115.00	\$ 2,115.00	\$2,337.03	\$ 2,337.03
46	12" x 6" Reducer 14" x 12" Reducer	EA EA	2	\$ 2,500.00 \$ 5,000.00	\$ 5,000.00 \$ 5,000.00	\$2,225.00 \$4,730.00	\$ 4,450.00 \$ 4,730.00	\$2,597.29 \$2,800.00	
48	Existing Water Utility Potholing and Locates	EA	26	\$ 1,000.00	\$ 26,000.00	\$1,375.00	\$ 35,750.00	\$3,000.00	\$ 78,000.00
49	Water Service Crossing	EA	6	\$ 500.00	\$ 3,000.00	\$1,417.00	\$ 8,502.00	\$3,500.00	\$ 21,000.00
50	Sanitary Sewer Service Crossing	EA	0	\$ 1,500.00	\$ - \$ 21,500,00	\$8,450.00	S -	\$5,000.00	
51 52	Sanitary/Storm Sewer Main Crossing Directional Drill - 20" Casing	EA LF	9 40	\$ 3,500.00 \$ 450.00	\$ 31,500.00 \$ 18,000.00	\$3,775.00 \$1.925.00	\$ 33,975.00 \$ 77,000.00	\$2,500.00 \$1,800.00	\$ 22,500.00 \$ 72,000.00
53	3/4" DR9 CTS PE Water Service Line	LF	40	\$ 50.00	\$ 22,750.00	\$65.00	\$ 29,575.00	\$95.00	
54	1" DR9 CTS PE Water Service Line	LF	40	\$ 60.00	\$ 2,400.00	\$79.00	\$ 3,160.00	\$175.00	
55	Water Service - 3/4" Service Connection	EA	12	\$ 1,000.00 \$ 1,300.00	\$ 12,000.00 \$ 1,300.00	\$999.00	\$ 11,988.00 \$ 1,099.00	\$1,250.00	
56 57	Water Service - 1" Service Connection 3/4" Curb Stop, Box with Riser	EA EA	1	\$ 1,300.00	\$ 1,300.00 \$ 9,600.00	\$1,099.00 \$877.00	\$ 1,099.00 \$ 10,524.00	\$1,250.00 \$250.00	
58	1" Curb Stop, Box with Riser	EA	12	\$ 800.00	\$ 800.00	\$1,077.00	\$ 1,077.00	\$500.00	\$ 500.00
59	2" Water Meter Interior Installation	LS	1	\$ 7,500.00	\$ 7,500.00	\$3,465.00	\$ 3,465.00	\$25,000.00	\$ 25,000.00
60 61	Water Meter Pit and Connection	EA EA	4	\$ 3,750.00 \$ 1,500.00	\$ 15,000.00 \$ 19,500.00	\$3,666.00 \$2,200.00	\$ 14,664.00 \$ 28,600.00	\$1,500.00 \$3,281.25	\$ 6,000.00 \$ 42,656.25
61	Traffic Rated Meter Pit Lid and Frame Remove Existing Meter Pit	EA	13	\$ 1,500.00 \$ 750.00	\$ 19,500.00 \$ 750.00	\$2,200.00	\$ 28,600.00 \$ 1,375.00	\$3,281.25	\$ 42,656.25 \$ 0.01
63	12" HDPE Storm Culvert	LF	102	\$ 55.00	\$ 5,610.00	\$121.00	\$ 12,342.00	\$146.32	\$ 14,924.64
	Flared End Section	EA	2	\$ 400.00	\$ 800.00	\$636.00	\$ 1,272.00	\$371.31	\$ 742.62
65	Concrete Headwall	EA	2	\$ 1,500.00 \$ 1,500.00	\$ 3,000.00 \$ 1,500.00	\$4,333.00	\$ 8,666.00	\$15,000.00	
66 67	Manhole Traffic Collar and Adjustment Concrete Sidewalk	EA SF	78	\$ 1,500.00 \$ 30.00	\$ 1,500.00 \$ 2,340.00	\$3,445.00 \$17.00	\$ 3,445.00 \$ 1,326.00	\$2,000.00 \$125.00	
68	Concrete Valley Gutter	SF	600	\$ 30.00	\$ 18,000.00	\$21.00	\$ 12,600.00	\$60.00	\$ 36,000.00
69	Specialty Concrete Valley Gutter	SF	121	\$ 50.00	\$ 6,050.00	\$31.00	\$ 3,751.00	\$60.00	\$ 7,260.00
70	Landscape and Seeding	SY	1400	\$ 20.00	\$ 28,000.00	\$5.00	\$ 7,000.00	\$7.00	
L	BASE BID	BID AM	IUUNT =	\$	1,763,520.00	5	1,767,803.00	\$	3,346,799.76



#### TOWN OF SARATOGA SOUTH RIVER STREET WATERLINE REPLACEMENT BID TABULATION Wednesday, March 20, 2024

	ADD ALTERNATE - CHIP SEAL												
				ENGINEERS ESTIMATE			ROCKY MTN. SAND & GRAVEL			KILGORE COMPANIES- LEWIS & LEWIS			
ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTS.		EST. UNIT PRICE		TOTAL	UNIT PRICE		TOTAL	UNIT PRICE		TOTAL
1	Mobilization	LS	1	\$	10,000.00	\$	10,000.00	\$50,000.00	\$	50,000.00	\$55,000.00	\$	55,000.00
2	Temporary Traffic Control	LS	1	\$	15,000.00	\$	15,000.00	\$5,500.00	\$	5,500.00	\$10,500.00	\$	10,500.00
	High Float Polymer Modified												
3	Emulsified Asphalt (CHFRS-2P)	TON	11.67	\$	1,500.00	\$	17,505.00	\$1,840.00	\$	21,472.80	\$1,522.50	\$	17,767.58
4	Cover Coat Aggregate (Type C)	TON	88.00	\$	250.00	\$	22,000.00	\$750.00	\$	66,000.00	\$558.41	\$	49,140.08
5	Fog Seal	TON	1.33	\$	1,500.00	\$	1,995.00	\$5,100.00	\$	6,783.00	\$7,875.00	\$	10,473.75
6	Fog Seal for Asphalt Patches	SY	1960	\$	0.50	\$	980.30	\$8.00	\$	15,680.00	\$6.15	\$	12,054.00
7	Manhole Collars	EA	2	\$	1,500.00	\$	3,000.00	\$2,500.00	\$	5,000.00	\$1,575.00	\$	3,150.00
									158,085.41				



## **BID FORM**

# Project Identification:TOWN OF SARATOGASOUTH RIVER STREET WATERLINE REPLACEMENTS

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

#### Article 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: Owner Name: TOWN OF SARATOGA
- 1.02 This Bid is submitted by: Bidder Name: Rocky Mountain Sand & Gravel, LLC
- 1.03 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—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security in the form of Bid Bond
  - B. Wyoming Residency Certificate: Yes X No
  - C. Tabulation of Proposed Subcontractors, Suppliers, and other individuals and entities
  - D. Required Bidder Qualification Statement with supporting data.

#### Article 3—BASIS OF BID

- 3.01 Unit Price Bids
  - A. Bidder will perform the following Work at the indicated unit prices:

#### SEE NEXT SHEET

#### {SUBMITTED ONLINE}

			BASE BID		
ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTS.	UNIT PRICE	TOTAL
1	Mobilization	LS	1		
2	Storm Water Pollution Prevention	LS	1		4
3	Trench Dewatering & Testing	LS	1		
4	Traffic Control	LS	1		
5	Surfacing Removal - Concrete	SY	41		
6	Surfacing Removal - Asphalt	SY	2510		
7	Muck Excavation	СҮ	115		
8	12" Crushed Base	SY	2460		
9	4" Crushed Base	SY	720		
10	4" Plant Mix Pavement	SY	2460		
11	Install Curb & Gutter	LF	10		
12	Fire Hydrant	EA	5		
13	6" Fire Hydrant Extension	EA	2		
14	1' Fire Hydrant Extension	EA	2		
15	Remove Fire Hydrant	EA	5		
16	6" Bollards	EA	2		
17	4" AWWA C900 DR18 PVC Water Main	LF	92		
18	6" AWWA C900 DR18 PVC Water Main	LF	1310		
19	12" AWWA C900 DR18 PVC Water Main	LF	1050		
20	4" Gate Valve	EA	1		
21	6" Gate Valve	EA	14		
22	12" Gate Valve	EA	5		
23	14" Gate Valve	EA	1		
24	Water Valve Abandonment	EA	20		

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25	4" Watermain Connection	EA	1	
26	6" Watermain Connection	EA	6	 
27	12" Watermain Connection	EA	1	
28	14" Watermain Connection	EA	1	
29	6" MJ Cap	EA	1	
30	6" Blind Flange Class 125	EA	1	
31	12" MJ Plug	EA	1	
32	12" Blind Flange Class 125	EA	1	
33	14" Cap	EA	1	
34	4" - 45 Deg DI Bend	EA	2	
35	6" - 90 Deg DI Bend	EA	1	
36	6" - 45 Deg DI Bend	EA	10	
37	6" - 11.25 Deg DI Bend	EA	1	
38	12" - 45 Deg DI Bend	EA	4	
39	6" x 6" Tee	EA	1	
40	6" x 6" SW Tee	EA	5	
41	12" x 6" Tee	EA	1	
42	12" x 12" Tee	EA	1	
43	12" x 6" Cross	EA	2	
44	12" Cross	EA	1	
45	6" x 4" Reducer	EA	1	
46	12" x 6" Reducer	EA	2	 
47	14" x 12" Reducer	EA	1	
48	Existing Water Utility Potholing and Locates	EA	26	
49	Water Service Crossing	EA	6	
50	Sanitary Sewer Service Crossing	EA	0	
51	Sanitary/Storm Sewer Main Crossing	EA	9	 

52	Directional Drill - 20" Casing	LF	40		
53	3/4" DR9 CTS PE Water Service Line	LF	455		
54	1" DR9 CTS PE Water Service Line	LF	40		
55	Water Service - 3/4" Service Connection	EA	12		
56	Water Service - 1" Service Connection	EA	1		
57	3/4" Curb Stop, Box with Riser	EA	12		
58	1" Curb Stop, Box with Riser	EA	1		
59	2" Water Meter Interior Installation	LS	1		
60	Water Meter Pit and Connection	EA	4	$\mathcal{O}$	
61	Traffic Rated Meter Pit Lid and Frame	EA	13		
62	Remove Existing Meter Pit	EA	1		
63	12" HDPE Storm Culvert	LF	102		
64	Flared End Section	EA	2		
65	Concrete Headwall	EA	2		
66	Manhole Traffic Collar and Adjustment	EA	1		
67	Concrete Sidewalk	SF	78		
68	Concrete Valley Gutter	SF	600		
69	Specialty Concrete Valley Gutter	SF	121		
70	Landscape and Seeding	SY	1400		
	BASE E	BID - TOT	TAL PRICE		

	ADD A	LTERN	ATE - CH	HIP SEAL	
ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTS.	EST. UNIT PRICE	TOTAL
1	Mobilization	LS	1		
2	Temporary Traffic Control	LS	1		
3	High Float Polymer Modified Emulsified Asphalt (CHFRS-2P)	TON	11.67		4
4	Cover Coat Aggregate (Type C)	TON	88.00		
5	Fog Seal	TON	1.33		
6	Fog Seal For Asphalt Patches	SY	1960		
7	Manhole Collars	EA	2		
	ADD ALTERNATE -	TOTAI	PRICE		
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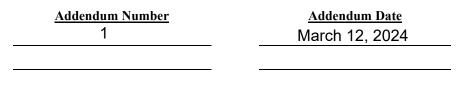
- B. Bidder acknowledges that:
  - 1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
  - 2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

#### Article 4—TIME OF COMPLETION

- 4.01 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.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

# Article 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 Bid Acceptance Period
  - A. 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.
- 5.02 *Instructions to Bidders* 
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 Receipt of Addenda
  - A. Bidder hereby acknowledges receipt of the following Addenda:



#### Article 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

#### 6.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
  - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface

or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

- 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
- 6. 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 the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
- 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 8. 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.
- 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 Bidder's Certifications

- A. The Bidder certifies the following:
  - 1. 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.
  - 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
  - 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
  - 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
    - a. "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.
    - b. "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.

- c. "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.
- d. "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.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Rocky N	<i>I</i> ountain Sand & Gravel, LLC
-	(typed or printed name of organization)
By:	C.Z.
	(individual's signature)
Name:	Crystyn Lasley
	(typed or printed)
Title:	CEO
	(typed or printed)
Date:	March 20, 2024
	(typed or printed)
If Bidder	is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.
Attest:	6M.
Allesi.	(individual's signature)
Name:	Earl Merrill
1.000000	(typed or printed)
Title:	COO
	(typed or printed)
Date:	March 20, 2024
	(typed or printed)
Address	for giving notices:
	3423 Christensen Rd., Cheyenne, WY 82009
D:11-"-	Contracti
	Contact:
Name:	Crystyn Lasley
<b>T</b> : 1	(typed or printed) CEO
Title:	(typed or printed)
D1	(307) 203-9809
Phone:	
Email:	RockyMountainSand@gmail.com
Address:	
	PO BOX 22417, Cheyenne, WY 82003
	3423 Christensen Rd., Cheyenne, WY 82009
Bidder's	Contractor License No.: (if applicable)

# CONTRACTOR'S QUALIFICATION STATEMENT

#### CURRENT PROJECTS

List major construction projects your Organization has under contract on this date:

Project Name	Owner	Engineer/Architect	Contract Amount	Contract Date	Percent Complete	Scheduled Completion
Southeast School Water Improvements 2023	Goshen County School District 1	Baker & Associates. Coby Romig 308-641-8730	\$ 204,780.00	7/5/2023	0%	May 2024
FY2023 Sanitary Sewer Rehabilitation Project	Town Of Baggs	Northfork Engineering Jon Nelson 307-414-1701	\$538,357.00	8/8/2023	98%	May 2024

See Page 2 - Reverse

#### COMPLETED PROJECTS

List of similar projects, at least one of which has exceeded the Contract Price \$1,500,000, your Organization has completed in the past five years:

Project Name	Owner	Description	Engineer/ Architect	Contract Amount	Date Completed
	S. C.				
	~ Ary				
		C			
		C.A.A.A.A.A.A.A.A.A.A.A.A.A.A.A.A.A.A.A			
			C.		
			<u> </u>		

## PROJECT SUPERINTENDENT AND SUPERVISION ROSTER

In accordance with the General Conditions, the following individual or individuals will be assigned to this project as resident superintendent and Contractor's representative at the work site.

Superintendant's Name (s)	Last Five Projects of Similar Scope & Size Supervised by Individual	Engineer	Contact/ Telephone #
1 Earl Merrill	All projects shown on "References"	Various (see references)	Various (see references)
2			

## CONTRACTOR

: Rocky Mountain Sand & Gravel, LLC

By: Crystyn Lasley

Title: CEO

#### LIST OF MATERIAL SUPPLIERS AND SUBCONTRACTORS

#### Material Suppliers: Materials to be supplied under Supplier's Name this Contract Dollar Amount Dewatering \$20,000 Rain for Rent Traffic Control S & J Signs \$20,000 Valley Ready Mix \$20,000 Concrete C & B Sand & Gravel \$20,000 aggregates pipe & appertunances Ferguson Waterworks \$300,000 BBA Pumps Pumps for trench dewatering \$50,000 \$ 430,000 TOTAL MATERIALS (A) **CONTRACT PRICE (B)** \$ 1,767,803.00 (B from Bid Form -00410) \*Use additional sheets as necessary Subcontractors: Description of Work to be Dollar % Work performed under this Contract Amount (C) Subcontractor Name [C/(B-A)] Coleman Boring 1.7% 30,000 Paving 18% 71 Construction 330,000 6,000 0.3% **Rocky Mountain Reclamation** Reveg TOTAL 20% \$ 366,000

CONTRACTOR:	Rocky Mountain Sand & Gravel, LLC		
By:	Crystyn Lasley	GA	
Title:	CEO	V	



#### REFERENCES

#### WATER & SEWER PROJECTS

**2023 Sewer Improvements Project.** Completed 2023 for Town of Baggs, WY. Contract amount \$544,057.00. Rehabilitated pump wet well and vault at sewer lagoons. Removed and replaced wet well at Meadowlark lift station. Replaced existing storm sewers. Contact Jon Nelson with NorthFork Engineering (307) 326-5000.

**First Street Waterline Project.** Completed 2023. Owner Sierra Madre Water & Sewer Joint Powers Board. Contract amount \$438,252.35. Installed approximately 600 LF of new water main including fittings, fire hydrants, and services. Contact Jon Nelson with NorthFork Engineering (307) 326-5000

**FY2023 Sanitary Sewer Rehabilitation Project.** Completed 2023 for the Board of Public Utilities. Contract amount \$841,206.50. Removed and Replaced 10 sanitary sewer manholes in Cheyenne, WY. Contact BOPU David Cole (307) 637-0854,

**Water System Improvement 2020/015-008-20.** Town of Yoder. Completed 2022. Contract amount \$536,131.90. Contact Coby Romig with Baker and Associates (307) 532-5211. Installation of new ground water well supply pumps & motors, new distribution and transmission pipeline improvements, and decommissioning and removal of existing water storage tanks.

**FY2020 Sewer Rehab Schedule 3.** Board of Public Utilities. Completed 2021. Contract amount \$306,424.80. Contact David Cole with BOPU (307) 637-0854. Replaced 6 sanitary sewer manholes at various locations around Cheyenne, WY. Rehab'd 3 sanitary sewer manholes using hydro grout and epoxy and rebuilt inverts and benches.

**1814 Rollins Ave, Cheyenne Housing Authority.** Cheyenne, WY. Completed 2020. Sewer line replacement. Contract amount \$22,250.00. Contact Marty Deets with Cheyenne Housing Authority (307) 421-2666.

**Guernsey Golf Course & Pumphouse.** Town of Guernsey, WY. Completed 2020. Installed well house to house pump and installed new waterline to service golf course. Contract amount \$135,395. Contact Russ Dahlgren with Dahlgren Consulting (307) 634-3582.

**2020 Sanitary Sewer Improvements.** Town of Sinclair, WY. Completed 2020. Installed 295 linear feet of new Sanitary Sewer Main including Manhole. Contract amount \$166,948.08. Contact Jon Nelson with Northfork Engineering (307) 326-5000.

Sewer & Water Improvements Project – Phase II. Town of Fort Laramie, WY. Completed 2019. Installed water & Sewer on Miles Ave including manholes, fire hydrants, and services. Installed storm sewer on Bliss including catch basin and manholes. Installed waterline boring across HWY 26 including meter pits and service. Contract amount \$682,521.36. Contact Coby Romig with Baker & Associates (308) 641-8730.

**2019 Storm Sewer Improvements.** Town of Sinclair, WY. Completed 2019. Installed 8" and 12" Storm Sewer. Contract amount \$221,507.65. Contact Jon Nelson (307) 414-1701.

Well 3 Waterline. TFS II, LLC. Cheyenne, WY. Completed 2019. Installed 1,360 LF of C-900 4" water line. Contract amount \$95,878.00. Contact Brett Vizina (307) 421-2517.

Sinclair 2019 Emergency Sewer Line Repair. Town of Sinclair Sinclair Wy. Completed 2019. Excavated and replaced 270 LF of sewer line. Contract amount \$71,000.00 Contact Jon Nelson (307) 326-5000.



**Emergency Sewer Line Replacement Project Scatter Sites. Cheyenne Housing Authority**. Cheyenne, WY. Completed 2018. Excavated and replaced sewer line at 615 Storey Blvd. Contract Amount \$19,350.00. Contact Marty Deets (307) 421-2666.

**2018 Jefferson Ave Waterline, Town of Sinclair** Sinclair Wy. Completed 2018. Replacement of approx. 1,350ft of water main on Jefferson Ave from 6<sup>th</sup> St to 11<sup>th</sup> St. Contract Amount \$428,495.00. Contact Town of Sinclair (307) 324-3058.

ACSD#1 Old Laramie High School Auxiliary Gymnasium Modification, Spiegelberg Lumber & Building Company Laramie, Wy. Completed 2018. Excavation and backfill for water main connection and fire riser piping into building. Contract amount \$32,114.00. Contact Hope Dimit (307) 742-6651.

**Saratoga Elementary School Sewer Replacement, Carbon County School District 2** Saratoga Wy. Completed 2018. Replaced 392ft of VCP sanitary Sewer with PVC and installed three new manholes. Contract amount \$145,652.50. Contact Craig Kopasz (307) 326-8301.

**2018 Sewer Line Replacement Project Scatter Sites. Cheyenne Housing Authority**. Cheyenne, WY. Completed 2018. Replace sewer line from connection in the street to the inlet of the house at 2 residences. Contract Amount \$34,925.00. Contact Marty Deets (307) 421-2666.

Water Hookup at the Southeast Welcome Center. WYDOT. Cheyenne WY Completed 2017. Remove existing water line and install new water line and well. Contract Amount \$86,500.00 Contact WYDOT (307) 777-4398.

Hunter Add'n No 2 Sewer line Replacement. Town of Hulett. Hulett, WY Completed 2017. Installed sewer main with services and manholes. Contract Amount \$313,739.50. Contact Town of Hulett (307) 467-5771.

Sewer Line Replacement. WYDOT. Patrick Draw, WY Completed 2017. Removed and replaced wastewater lines at four homes. Contract Amount \$100,000.00. Contact WYDOT (307) 389-5687.

**Water System Improvements and RV Park. Archer Complex. Laramie County. Cheyenne, WY.** Completed 2017. Installed 8" water main to service RV Park. Installed 4" water main with services to existing facilities. Built 23 space RV camp park with additional area for overflow. Contract Amount \$675,795.46. Contact Laramie County (307) 633-4302.

**Bison Crossing 9th Filing – Phase I Project. TFS II, LLC. Laramie County WY.** Completed 2017. Installed new pump and new water main to existing well and water supply tank. Contract Amount \$173,562.50. Contact (307) 234-4203.

Waterline, Sewer Line, Manhole Installation, and parking lot pavement. Laramie River Station Power Plant. Wheatland, WY. Completed 2016. Installed waterline and sewer line to bulk warehouse at Laramie River Station power plant. Contract Amount \$283,643. Contact Ormond Builders (208) 524-1422.

Various Project throughout Cheyenne, WY. Marv's Heating & Plumbing. Install/repair water and sewer lines. Including some concrete replacement and some asphalt paving/patching. Contact Alan (307) 635-4159.

**Fox Farm Townhomes Sewer Rehab. Oakwood Construction.** Completed 2015. Installed/repaired existing sanitary sewer service, manholes and hookups to new townhome development. Contract Amount \$31,000. Contact Dave (517) 347-1980.

Archer Arena Water and Lighting. Laramie County Fair Board, Cheyenne, WY. Completed 2015. Installed additional arena lighting to outdoor arenas, installed frost free fire hydrants to stock pens and extended water line. Contract Amount \$163,000. Contact Jeff Ketcham (307) 633-4670.



#### **ROCKY MOUNTAIN SAND & GRAVEL** LLC

Carbon County Water Consensus Wastewater Collection and Water System Improvements. Town of Dixon, Wyoming. Completed 2014. Replaced wastewater pipes, reconnected sanitary service, removed existing manholes and replaced with new, and installed five new fire hydrants. Contract Amount \$85,114. Contact Lidstone & Associates (Mr. Ryan Duve) (907) 223-4705.

#### **ROADWORK PROJECTS**

Loops 1 & 2 Gravel Road Rehabilitation Project. Completed 2023 for State of Wyoming Dept. of State Parks. Contract amount \$162,409.00. Bladed approx. 12 miles of gravel roadway, replaced 1 cattle guard and 1 storm sewer. Contact Andrew Skiba (307) 851-2254

**Carbon County Road 15 Culvert Replacement Project**. Carbon County. Completed in 2021. Replaced culvert, constructed headwalls, placed handrails, and regraded. Contract amount \$201,742.50. Contact Dan Ferrin WLC 307-324-5262

**Guernsey Skyline Drive Asphalt Road Rehabilitation Project.** State of Wyoming Dept. of State Parks. Completed 2020. 300 SY asphalt patching. Contract amount \$90,089.50. Contact Con Deniz (307) 777-6317.

**Sandy Point Access Road Flood Damage Repair Project.** State of Wyoming Dept. of State Parks. Completed 2020. Grading, erosion control, and ditch management for flood damage at Sandy Point Campground in Guernsey State Park. Contract amount \$29,294.00. Contact Con Deniz (307) 777-6317.

**Fish Canyon Gravel Road Rehabilitation Project**. State of Wyoming Dept. of State Parks. Completed 2020. Erosion control, grading, and road rehab on Fish Canyon Road in Guernsey State Park. \$69,151.00. Contact (307) 777-6317.

**Quebec 1 MAF Access Road.** State of Wyoming Department of State Parks & Recreation. Completed 2019. Build Access Road and made improvements on county road, including installing cattle guard WYDOT Type F Fencing, asphalt pavement on county road and chip seal on access road. Contract amount \$521,982.95. Contact Con Deniz (307) 777-6317.

Lusby PAA Road Maintenance, Wyoming Game & Fish, Alcova Wyoming. Completed 2019. Blade road and parking areas and apply magnesium chloride. Contract amount \$29,840.00.

Guernsey State Park – Gravel Road Maintenance Project, WY Dept of State Parks & Cultural Resources Guernsey, WY. Completed 2019. Shape and blade approximately 10 miles of gravel roadway. Apply approximately 9600 tons of gravel. Apply road stabilizer. Contract amount \$205,831.10. Contact Ann Rose (307) 631-8656.

**Curt Gowdy State Park - Gravel Road Maintenance, WY Dept of State Parks & Cultural Resources** Cheyenne Wy. Completed 2018. Shape, compact, scarify and blade existing road. Contract amount \$7,346.35. Contact Lance Marrs (307) 777-6323.

Asphalt Patching Curt Gowdy State Park. State of Wyoming. Completed 2014/2015. Contract Amount \$17,950. Contact Lance Marrs (307) 630-3227.

**Boysen State Park-Loop 2 Gravel Road Maintenance Project. State of Wyoming Parks Department.** Completed 2014. Shaped and compacted existing 3 miles of road, graded drainage ditches, performed placement and grading of 6100 tons of crushed base, cleaned two culverts, and treated road with dust palliative. Contract Amount \$166,259. Contact Con Deniz (307) 777-6317.

**Wyoming Territorial Prison Road. State of Wyoming.** Contract Amount \$22,400. Completed 2014. Contact Lance Marrs (307) 630-3227.



# STATE OF WYOMING

CERTIFICATE OF RESIDENCY

Contractor Number: 1328

# **ROCKY MOUNTAIN SAND & GRAVEL, LLC**

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED. GRANTED THIS 2<sup>ND</sup> DAY of JANUARY TWO THOUSAND AND 24

Michete Johnson, Program Manager



**EXPIRATION DATE: 1/1/2025** 

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

**CERTIFICATE SERIAL NUMBER:** 0201202411

## RESOLUTION ADOPTED BY LLC PARTNERSHIP

The LLC known as Rocky Mountain Sand & Gravel, LLC, hereby adopts the following resolutions:

- 1. Resolved, Crystyn Lasley is the majority owner of the partnership.
- 2. Resolved, Earl Merrill is the minority owner of the partnership.
- 3. Resolved, Crystyn Lasley and/or Earl Merrill are the only persons authorized to indebt Rocky Mountain Sand & Gravel, LLC, a partnership.
- 4. Resolved, Crystyn Lasley and/or Earl Merrill are the only persons authorized signatory authority or permission to indemnify the partnership for bonds, contracts, and agreements.
- 5. Resolved, that all acts taken above and resolutions are approved, ratified, and adopted.

Owner(s) Signature(s):

R

Printed Name(s): Date:

Crystyn Lasley

1/1/2021

Earl Merrill 1/1/2021

State of Wyoming

SEAL:

County of Laramie

This instrument entitled RESOLUTION ADOPTED BY LLC PARTNERSHIP was acknowledged before me on January 1, 2021 by Crystyn Lasley and Earl

Merrill. hint Lar sham Notary Public Commission Expires 29/2022 ut emper My commission expires:

Ph: 307.203.9809 Ph: 307.630.4445 RockyMountainSand@gmail.ed

# **BID BOND (PENAL SUM FORM)**

Bidder	Surety	
Name: Rocky Mountain Sand & Gravel, LLC	Name: The Ohio Casualty Insurance Company	
Address (principal place of business):	Address (principal place of business):	
3423 Christensen Rd.	175 Berkeley Street	
Cheyenne, WY 82009	Boston, MA 02116	
Owner	Bid	
Name: Town of Saratoga	Project (name and location):	
Address (principal place of business):	South River Street Waterline Replacement -	
110 E. Spring Ave, PO Box 486	Saratoga, WY	
Saratoga, WY 82331		
	Bid Due Date: March 20, 2024	
Bond		
Penal Sum: 5% Five Percent of Amount	Bid	
Date of Bond: March 13, 2024		
Surety and Bidder, intending to be legally bound her do each cause this Bid Bond to be duly executed by a		
Bidder	Surety	
	Surety	
Rocky Mountain Sand & Gravel, LLC	The Ohio Casualty Insurance Company	
Rocky Mountain Sand & Gravel, LLC (Full formal name of Bidder) By: (Signature)	STY INSI	
(Full formal name of Bidder) By: Name: Signature)	The Ohio Casualty Insurance Company (Full formal name of Surety Corporate seal) (Signature) (Attach Power of Attorn * Name: Trina Whitley	
(Full formal name of Bidder) By: (Signature)	The Ohio Casualty Insurance Company (Full formal name of Surety Corporate sed) 1919 By: (Signature) (Attach Power of Attorney *	
(Full formal name of Bidder) By: Name: (Signature) Name: (Printed or typed)	The Ohio Casualty Insurance Company (Full formal name of Surety Corporate seal) By: (Signature) (Attach Power of Attorne) Name: Trina Whitley (Printed or typed)	
(Full formal name of Bidder) By: Name: (Signature) (Printed or typed) Title: (CED) Attest: (ale Saft (Signature)	The Ohio Casualty Insurance Company       Superior         (Full formal name of Surety)       Corporate sea         By:       (Signature)         (Signature)       (Attach Power of Attorney *         Name:       Trina Whitley         (Printed or typed)       Title:         Attest:       Image: Company (Signature)	
(Full formal name of Bidder) By: Name: (Signature) Name: (Printed or typed) Title: (ED) Attest: (adi GalZa	The Ohio Casualty Insurance Company         (Full formal name of Surety) corporate sea       1919         By:       (Signature) (Attach Power of Attorne)       1919         Name:       Trina Whitley       (Printed or typed)         Title:       Attorney-in-Fact         Attest:       (Signature)         (Signature)       Name: (Signature)         Name:       Langeesa         Willow X	

- 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 will be Owner's sole and exclusive remedy upon default of Bidder.
- 2. Default of Bidder occurs 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 will 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 does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
- 6. No suit or action will 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 will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notices required hereunder must 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 Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will 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 will 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 governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint all of the city of Casper, state of WY its true and lawful attorney in-fact, with full power and authority hereby conferred to sign, execute and Trina Whitley acknowledge the following surely bond:

Principal Name:	Rocky Mountain Sand & Gravel, LLC	_
<b>Obligee Name:</b>	Town of Saratoga	

**Bid Bond Surety Bond Number:** 

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed 2024 thereto this 13th day of March



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

By:

David M. Carey, Assistant Secretary

#### STATE OF PENNSYLVANIA 39 COUNTY OF MONTGOMERY

residual value guarantees.

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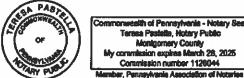
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CURPACING I

On this 13th day of March , 2024, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

**Monigomery County** 



ireas testella

Tarasa Pastella Notary Public

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

vanie Association of Naturies

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

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

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

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

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneysinfact as may be necessary to act on behalf of the Company to make, execute, seel, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surely obligations.

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of 2024 March



Renee C. Llewellyn, Assistant Secretary