

Wyoming Department of Transportation  
Invitation to Bid  
Bid No. 12-208HH



40' X 100' METAL SALT/SAND BUILDING  
SOUTH PASS, WYOMING

Hans F. Hehr, CPPB  
Procurement Services Manager  
Telephone No. (307) 777- 4106

## INVITATION TO BID

Bid No. 12-208HH

Sealed bids for constructing a 40' X 100' METAL SALT/SAND STORAGE BUILDING AT THE WYOMING DEPARTMENT OF TRANSPORTATION, SOUTH PASS, WYOMING, will be received until 11:00 A.M., JUNE 7, 2012, in the office of the Procurement Services Manager, 5300 Bishop Blvd., Building No. 6189, 82009-3340, Cheyenne, Wyoming, at which time they will be publicly opened and read.

No bids will be considered which are not submitted on the original proposal forms, signed by a proper official of the bidder and submitted in an envelope marked Bid Number 12-208HH for 40' X 100' METAL SALT/SAND BUILDING. Telephone, facsimile or electronic bids will not be accepted.

No bids will be considered in which the Proposal, Specifications or any provisions have been modified.

Bids must be received in the office of the Procurement Manager on or before the time and date specified. Bids received after the time specified will not be considered and will be returned unopened to the bidder.

Failure to respond (submission of bid, or notice in writing that you do not wish to bid on that particular transaction but would like to remain on the applicable active bidder's list) to Invitation to Bid will be understood by the Department to indicate a lack of interest and concurrence in the removal of the supplier's name from the applicable active bidder's mailing list for the items concerned.

The Wyoming Department of Transportation hereby notifies all bidders that minority business enterprises will be afforded full opportunity to submit bids in response to this Invitation and will not be discriminated against on the grounds of race, color, sex, creed or national origin.

**AMENDMENTS**

Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.

**AMERICANS WITH DISABILITIES ACT**

The Contractor shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto. The Contractor shall indemnify, release, save and hold harmless the State of Wyoming; Wyoming Department of Transportation and its officers, agents and employees, from any causes of action, claims or demands, and the costs, including attorney fees, of defending against such claims or demands, arising out of the Contractor's failure to comply with the requirements, responsibilities, and/or duties set forth in the Americans with Disabilities Act and/or any properly promulgated rules and regulations related thereto.

**APPLICABLE LAW/VENUE**

The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming. The parties acknowledge and agree that this subsection does not waive, limit, or otherwise affect or reduce the full operation and effect of the provision in this Contract relating to the State's and the Wyoming Department of Transportation's full retention of all rights of sovereign immunity.

**ASSIGNMENT/CONTRACT NOT USED AS COLLATERAL**

Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this contract without prior written consent of the other party. The bidder shall not use this contract, or any portion thereof, for collateral for any financial obligation.

**AUDIT/ACCESS TO RECORDS**

The Department and any of its representatives shall have access to any books, documents, papers, and records of the Contractor which are pertinent to this Contract.

**AVAILABILITY OF FUNDS**

Each payment obligation of the Department is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Contractor, the contract may be terminated by the Department at the end of the period for which the funds are available. The Department shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Department in the event this provision is exercised, and the Department shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Department to terminate this Contract in order to acquire similar services from another party.

**AWARD AND PURCHASE**

The Department reserves the right to reject any or all bids, to waive any informalities or technical defects in bids, and unless otherwise specified by the Department or by the bidder, to accept any item or group of items in the bid, as may be in the best interest of the Department.

No verbal explanations, clarifications, additions or instructions will be binding to either the Department or the Bidders, except those confirmed in writing.

A signed purchase order/contract, furnished to the successful bidder, results in a binding contract without further action by either party.

**COMPLIANCE WITH LAW**

The Contractor shall keep informed of all Federal, State and local laws; ordinances, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority which may affect those engaged or employed on the work or affect the conduct of the work. The Contractor shall observe and comply with all such laws, ordinances, regulations, orders, and decrees.

**COMPLIANCE WITH LAW (CONTINUED)**

The Contractor shall protect and indemnify the State and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree whether by the Contractor, subcontractor, suppliers or the Contractor's employees or any others engaged by the Contractor. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the Contractor for any of the above reasons.

**ENTIRETY OF CONTRACT**

This Contract represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

**FORCE MAJEURE**

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. The provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

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**INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the State, the Wyoming Department of Transportation, and the Department's officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's malpractice.

**KICKBACKS**

The Bidder certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Bidder breaches or violates this warranty, the Department may, at its discretion, terminate this Contract without liability to the Department, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

**MATERIAL AVAILABILITY**

Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the Department immediately if materials specified are discontinued, replaced or not available for an extended period of time.

### MODIFICATIONS OR WITHDRAWAL OF BIDS

A bid that is in the possession of the Procurement Services Manager may be altered by facsimile, electronic mail, or letter bearing the signature or name of the person authorized for bidding, provided it is received prior to the time and date of opening. Alterations should not reveal the price but should indicate the addition, subtraction or other change in the bid.

A bid that is in the possession of the Procurement Services Manager may be withdrawn by the bidder up to the time of the bid opening. Bids may not be withdrawn after the bid opening. Failure of the successful bidder to furnish the service awarded from this bid shall eliminate the bidder from the active bidders list.

### NON-COLLUSION

Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the State of Wyoming, or any person interested in the proposed Contract; and

~~The price or prices quoted in this Bid are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest.~~

### NON-DISCRIMINATION

The Contractor shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulation (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. 27-9-105 et seq.) and the Americans with Disabilities Act (ADA), 42 U.S.C. 1201, et seq. The Contractor shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this Contract. The Contractor shall include the provisions of this section in every subcontract awarded in excess of \$10,000.00 so that such provisions are binding on each subcontractor.

### PREFERENTIAL

Preference will be given to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by the competitors outside of the state. When applicable, a percentile preferential will be accomplished or allowed in the following manner.

Preference will be given to Wyoming contractors for any contractual services. The contract shall be left to the responsible resident making the lowest bid, if such resident's bid is not more than 5% higher than that of the lowest responsible non-resident bidder.

**PREFERENTIAL (CONTINUED)**

Within this category resident laborers, workmen and mechanics shall be used upon all work under the contract whenever possible, provided, further, that Wyoming materials and products of equal quality and desirability shall have preference over materials or products produced outside the State.

**PREPARATION OF BIDS**

Bidders are expected to examine any drawings, specifications, schedules and instructions included in the bid package. Failure to do so will be at the bidder's risk.

In case of error in the extension of prices in the bid Proposal, the **UNIT PRICE will govern**. UNIT PRICE shown must be **net**.

**SOVEREIGN IMMUNITY**

The State of Wyoming and Agency do not waive sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

**TAXES**

Direct purchases of materials by the State of Wyoming are exempt from Wyoming Sales or Use Tax. Contractors purchasing and consuming materials, equipment and supplies for their performance of alteration, improvement or repair of real property are subject to the Wyoming Sales or Use Tax. Purchases by Contractor's of equipment, materials and supplies consumed in contracts with the United States Government, the State of Wyoming, its Departments and Institutions and the political subdivisions thereof are subject to Wyoming Sales or Use Tax. For additional information contact: Department of Revenue, Contracts Section, 122 W. 25th Street, Herschler Building 2 West, Cheyenne, Wyoming, 82002-0110, Telephone No. (307) 777-5242.

**TERMINATION OF CONTRACT**

If at any time during the performance of this Contract, in the opinion of the Department, the work is not progressing satisfactorily or within the terms of this Contract, then at the discretion of the Department and after written notice to the Contractor, the Department may terminate this Contract or any part of it. At this termination date, the Contractor will be entitled to a pro rata payment for all work accomplished and accepted by the Department; however, the Contractor shall be liable to the Department for the entire cost of replacement services for the duration of the contract term.

### TRADE NAME PROVISIONS

When items within the Proposal are identified by a manufacturer's name, trade name, brand name, catalog number or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless indicated hereon.

The use of trade names by the Department is intended to be descriptive but not restrictive and only to establish a standard for articles that will be satisfactory. Request for approval of equals shall comply with the following: Only written requests received by the Project Representative within five (5) days after the pre-bid inspection will be considered. Each such request shall include the name of the materials or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The Project Representative's decision of the approval or disapproval of a proposed substitution shall be final.

If the Project Representative approves any proposed substitution prior to receipt of Bids, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.

No substitutions will be considered after Contract award.

The Project Representative reserves the right to approve or reject any proposed "equals" that are a variation from Department specifications or requirements.

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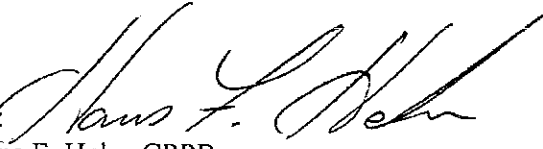
### QUALIFICATION OF BIDDERS

A bidder, in submitting a Proposal, thereby represents that he is fully qualified, properly licensed, staffed and equipped to properly perform the work in accordance with all applicable laws and local ordinances having jurisdiction.

Questions concerning this Invitation to Bid should be directed to Hans F. Hehr, CPPB, Telephone No. (307) 777-4106 or at the following e-mail address: [hans.hehr@wyo.gov](mailto:hans.hehr@wyo.gov)

Bid Results will be posted on WYDOT's website at the following web address:  
[http://www.dot.state.wy.us/wydot/business\\_with\\_wydot/purchasing/bid\\_results](http://www.dot.state.wy.us/wydot/business_with_wydot/purchasing/bid_results)

John F. Cox  
Director

By:   
Hans F. Hehr, CPPB  
Procurement Services Manager

**WYOMING DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISIONS FOR 40' X 100' METAL  
SALT/SAND BUILDING**

**May 2, 2012  
Page 1 of 9  
Bid No. 12-208HH**

It is the intent of this Invitation to Bid to establish the lump sum price for furnishing of all labor, tools, materials, supplies, equipment and services required for constructing a 40' x 100' Metal Salt/Sand Storage Building at the Wyoming Department of Transportation, South Pass, Wyoming.

**ADDENDA**

Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to the Contract shall be incorporated into and become part of this Contract. Any addenda issued shall be posted with the bid on the Public Purchase website. It will be the Bidder's responsibility to check for and acknowledge any and all addenda. Any and all addenda shall be acknowledged on the bid proposal form or by facsimile or electronic mail. Bids which do not acknowledge receipt of an addendum will not be considered.

**AWARD OF RELATED CONTRACTS**

The Department may undertake or award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other Contractor's and the Department in all such cases.

**CERTIFICATION OF PAYMENT TO SUBCONTRACTORS**

The department requires the contractor to pay subcontractors promptly for their work upon receipt of payment for the associated work from the department. After the first progress payment to the contractor, the project representative will make no further payment until the contractor submits for each subcontractor performing work the previous month one of the following:

1. **Certification of Subcontract Payment.** A fully executed "Certification of Subcontract Payments" (Form E-139) indicating the subcontractor's receipt of payment.
2. **Good Cause Documentation.** Documentation accepted in writing by the project representative that demonstrates good cause for not making the required payment.

The department requires the contractor to obtain an executed "Certification of Subcontract Payments" (Form E-139) form each subcontractor within 10 calendar days of the subcontractor's receipt of a payment. If within this period the subcontractor fails to submit the executed form and the project representative accepts in writing the contractor's documentation of the failure, the department will consider the failure good cause for the contractor to withhold further payment to the subcontractor until the executed form is submitted. Notify the subcontractor of this action in writing.

Pay the full amount due a subcontractor, including retainage, upon completion of the subcontractor's work and within 14 calendar days of receipt by the contractor of payment from the department.



**CERTIFICATION OF RESIDENCY CLAUSE**

All contractors wishing to be certified as an eligible contractor for the purpose of preference on this project must complete and submit the applicable documents and affidavits to the Wyoming Department of Labor and Statistics. NO RESIDENCY PREFERENCE WILL BE GIVEN TO ANY CONTRACTOR WHO HAS NOT BEEN CERTIFIED AS A RESIDENT CONTRACTOR PRIOR TO THE BID OPENING DATE, HAS NOT PARTICIPATED IN THE LATEST WAGE SURVEY AND WHOSE NAME DOES NOT APPEAR ON THE CONTRACTOR RESIDENCY CERTIFICATION LIST PROVIDED BY THE WYOMING DEPARTMENT OF EMPLOYMENT.

**CONFIDENTIALITY OF INFORMATION**

All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Department for its release.

**CONTRACT PAYMENT**

Progress payments will be allowed as approved by the Project Representative. Requests for progress payments shall include an invoice and detailed list of time and materials for the amount requested. Upon approval by the Project Representative, 90% of the requested invoice amount will be paid. Ten percent (10%) of the invoice amount will be retained until final payment is made.

~~Final payment of 10% will be made on the 41st day after the first notice of completion and acceptance of the work has been advertised in the newspaper, provided the following conditions have been met:~~

- ◆ Completion of Punch List items.
- ◆ Submission of warranties (guarantees) and similar provisions of contract documents.
- ◆ Final cleaning of the work.
- ◆ Submission of lien waivers from contractor, subcontractors and suppliers.
- ◆ Submission of proof, satisfactory to the owner, that taxes, fees and similar obligations of the contractors have been paid.
- ◆ Removal of surplus materials, rubbish and similar elements.
- ◆ Submission of form A-65 Affidavit (furnished by WYDOT).

### CONTRACT PURCHASE ORDER

A formal Contract will not be issued but rather the work will be covered by a Wyoming Department of Transportation purchase order. Acceptance of the purchase order will be deemed to mean acceptance of the contract work, and terms and conditions as specified in the Invitation to Bid, Special Provisions, Specifications, Plans, Drawings, Pre-Bid Inspection and Addendum (if any). This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract and the Wyoming State Auditor shall not draw warrants for payment on this Contract until a signed purchase order has been issued.

### CONTRACT TIME

Said work shall commence upon notice to proceed and will be completed in 90 calendar days. Contract time will be calculated starting the date the successful bidder is notified to proceed. Work is to start immediately and to progress without interruption until the job is complete. Bidder shall understand that if circumstances so arise that a contract extension is needed, one shall be granted due to inclement weather, acts of God and acts beyond the control of the Contractor, such as strikes, fire, lockouts, unusual delays in shipment. The Project Representative and the Contractor shall mutually agree on a reasonable extension of time.

In the event that all work is not completed in 90 calendar days, the Wyoming Transportation Commission will assess \$500.00 per calendar day, not as a penalty but as liquidated damages to the State.

The liquidated damages assessment for non-completion by the time specified will be computed beginning the 91<sup>st</sup> day and continue until the work has been completed and accepted. If necessary to apply this assessment, the total amount of such damages will be deducted from the purchase order amount.

If the successful bidder does not fulfill the contract in this Invitation to Bid package, he will be held responsible for all additional costs incurred by the Department to complete the contract.

### CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until it has obtained all the insurance required by the Department and the State and such insurance has been approved by the Department and the State. Approval of insurance by the Department and the State shall not relieve or decrease the liability of the Contractor. The Contractor shall file a Certificate of Insurance with the Procurement Section of the Department verifying each type of coverage required.

- ◆ **Workers' Compensation and Employer's Liability Insurance.** The Contractor shall provide proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. Contractor's coverage shall be under the Wyoming Workers' Safety and Compensation program, if statutorily required or such workers' compensation insurance as appropriate.

**CONTRACTOR'S INSURANCE (CONTINUED)**

Non-Wyoming Contractor's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than *Five Hundred Thousand Dollars (\$500,000)* per employee for each accident and disease. The Contractor shall also supply to the Department proof of workers' compensation and employers' liability insurance, if required, on each and every subcontractor prior to allowing that subcontractor on the job site.

- ◆ **Commercial General Liability Insurance.** The Contractor shall provide coverage, during the entire term of this contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and products and completed operations, in an amount not less than *Five Hundred Thousand Dollars (\$500,000)* per occurrence.
- ◆ **Business Automobile Liability Insurance.** The Contractor shall maintain, during the entire term of the contract, automobile liability insurance in an amount not less than *Five Hundred Thousand Dollars (\$500,000)* per occurrence.
- ◆ **Unemployment Insurance.** The Contractor shall be duly registered with the Employment Security Commission, Unemployment Compensation Division. The Contractor shall supply an Official notice of Unemployment Insurance Coverage for itself and on each and every subcontractor prior to beginning work under this contract.
- ◆ **Certificate of Good Standing.** The Contractor shall provide a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.
- ◆ **Payment of Premiums and Notice of Revocation.** All policies required under this Contract shall be in effect for the duration of this Contract and project. All policies shall be primary and not contributory. Contractor shall pay the premiums on all insurance certificates which must include a clause stating that the insurance may not be revoked, canceled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Department.
- ◆ **Department/State May Insure for Contractor.** In case of the breach of any provision of this Section, the Department or the State may, at the Department's or State's option, purchase and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the Department or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be found to be due or become due to the Contractor under this Contract.

**DEPARTMENT/STATE AS ADDITIONAL INSURED:** All insurance policies required by this Contract, except workers' compensation and unemployment compensation policies, shall name the Department and the State as an additional insured, and shall contain a waiver of subrogation against the Department and the State, its agents and employees. Contractor shall provide, upon request, a copy of an endorsement providing this coverage.

**CONTRACTOR'S INSURANCE (CONTINUED)**

**DEPARTMENT'S/STATE'S RIGHT TO REJECT:** The State reserves the right to reject a certificate of insurance if the Contractor's insurance company is widely regarded in the insurance industry as financially unstable. This includes, but is not limited to, insurance companies with an "Omit" rating in the A.M. Best insurance rating guide.

**AGENCY'S/STATE'S RIGHT TO CONTACT INSURER:** The Department and the State shall have the right to consult with the Contractor's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:

1. Exclusions endorsed;
2. Claims in progress which could significantly reduce the annual aggregate limit;
3. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to:
  - A. Retroactive dates;
  - B. Extended reporting periods or tails; and
  - C. Any applicable deductibles.

**DISPUTES/REMEDIES**

In seeking to resolve any dispute relating to this Contract, the Department does not waive its sovereign immunity.

**EXTENSIONS**

Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Department, and shall be effective only after it is reduced to writing and executed by all parties to the Contract. Any agreement to extend this Contract shall include, but not necessarily be limited to: an unambiguous identification of the Contract being extended; the term of the extension; the amount of any payment to be made during the extension, or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Contract shall, unless explicitly delineated in the exception, remain as they were in the original Contract; and, if the duties of either party will be different during the extension than they were under the original Contract, a detailed description of those duties.

**EXTRA WORK**

The Contractor shall perform unforeseen work, for which there is no price included in the contract, whenever it is deemed necessary or desirable in order to complete fully the work contemplated.

Such work shall be performed as directed or agreed upon and will be paid for based upon approved rental rates or lump sum as stipulated in the order authorizing the work.

If any work outlined is deemed unnecessary by the Project Representative, the price of that work shall be deducted from the purchase order amount. The amount of deduction shall be as agreed upon by the Project Representative.

### GENERAL REQUIREMENTS

All construction shall be in accordance with the 2010 edition of the Wyoming Department of Transportation Standard Specifications for Road and Bridge Construction and the latest edition of the Uniform Building Code, National Fire Code, National Plumbing Code, National Electrical Code and local requirements and ordinances.

### INDEPENDENT CONTRACTOR

The Contractor shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the State of Wyoming or the Department for any purpose. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Department, or to incur any obligation of any kind on the behalf of the State of Wyoming or the Department. The Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to the State of Wyoming or Department employees will insure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.

### LICENSES, PERMITS AND TAXES

The Contractor shall procure all permits and licenses, pay all charges, fees and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

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### NOTICES

All notices arising out of, or from, the provisions of this contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, or delivery in person.

### NOTICE TO PROCEED

Upon consideration and award of bid and receipt and approval of the Contractor's Bond, the Wyoming Department of Transportation will issue a purchase order and written notice to proceed. Work is not to be started until the notice to proceed is issued. The contract time will commence on the day the purchase order and written notice to proceed are issued.

### OWNERSHIP OF DOCUMENTS/WORK PRODUCT

All documents, reports, records, field notes, materials, and data of any kind resulting from performance of this Contract are at all times the property of the Department.

**WYOMING DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISIONS FOR 40' X 100' METAL  
SALT/SAND BUILDING**

**May 2, 2012  
Page 7 of 9  
Bid No. 12-208HH**

**PRE-BID INSPECTION**

All interested bidders shall be **REQUIRED** to attend a **MANDATORY** pre-bid inspection and conference at 10:00 A.M., **THURSDAY, MAY 17, 2012**, at the following location.

Wyoming Department of Transportation  
6152 South Pass Camp  
South Pass, Wyoming 82520

**PRE-QUALIFICATION OF CONTRACTORS**

No bids will be considered except from those contractors pre-qualified to bid in accordance with Rules and Regulations issued by the Transportation Commission of Wyoming. All prospective bidders are required to submit for pre-qualification statements in advance of the bid opening date as indicated in the Building Pre-Qualification Questionnaire (available on WYDOT's web site at [www.dot.state.wy.us](http://www.dot.state.wy.us) under "Business with WYDOT", "Prequalification", "Form PQ5"). **THE BIDS OF CONTRACTORS WHO ARE NOT PRE-QUALIFIED AS REQUIRED PRIOR TO THE TIME OF OPENING OF BIDS WILL NOT BE READ OR CONSIDERED.** Contractors/Suppliers who are shown on the approved bidders list on file in the Department's Procurement Services Branch are not automatically pre-qualified for bidding this project. It is the individual Contractor/Suppliers responsibility to become pre-qualified for this project as required by the Department.

Pre-qualification information is available by contacting the Wyoming Department of Transportation Construction Program.

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Mr. Jim Messer  
Pre-qualification Officer  
Cheyenne WY 82009-3340  
Telephone No. (307) 777-4056

All interested bidders shall be required to submit a Bid Bond Guaranty (Form E-2). This affidavit shall be executed and submitted to the Department's Construction Program before an official bid envelope will be issued to any bidder. **THE OFFICIAL BID FORMS WILL BE ISSUED TO ALL PRE-QUALIFIED CONTRACTORS WHO HAVE SUBMITTED THE AFFIDAVIT.** Bids received in other than the official bid forms **WILL NOT BE READ OR CONSIDERED.**

**PROJECT CONSULTANT**

The Wyoming Department of Transportation has retained a Consultant to prepare the Plans and Specifications for this project. Questions concerning the Plans and Specifications should be directed to the Consultant listed below. All other questions should be directed to Hans F. Hehr, CPPB, (307) 777-4398.

Dave Wellington  
Plan One Architects  
1001 12<sup>th</sup> Street  
Cody, WY 82414  
Office: (307) 587-8646  
Fax: (307) 587-8366

**PROJECT REPRESENTATIVE**

This contract shall be supervised by a Project Representative. All approvals and directions called for during the life of this contract shall come from the Project Representative listed below:

Mr. Steve Paumer  
Facilities Construction Coordinator  
Basin, Wyoming 82410  
Telephone No. (307) 568-3422  
Cell No. (307) 431-2346  
E-Mail: Steve.Paumer@wyo.gov

**PROPOSAL CONSIDERATION**

Proposals will be considered by the Wyoming Transportation Commission on June 21, 2012.

All proposals submitted shall include all WYDOT proposal pages, the certification of non discrimination and the sub-contractors list. Any proposals submitted on other than WYDOT proposal forms will not be considered.

**PROPOSAL GUARANTY**

Each proposal must be accompanied by a proposal guaranty in the amount of 10% of the total bid. The guaranty may be in the form of a bid bond, cashier's check, certified check or bank money order, drawn on a reliable bank and made payable to the Wyoming Department of Transportation.

The proposal guaranty shall be given as a guarantee that the bidder will execute the contract documents if the contract is awarded to them. All negotiable proposal guaranties will be returned after a satisfactory contractor's bond has been furnished and the contract has been fully executed with the successful bidder. Bid bonds furnished as proposal guarantees will be destroyed after the contract has been fully executed with the successful bidder unless the bidder requests return of such bid bond. Request for return of bid bond must be submitted in writing with your bid.

The successful bidder must within 20 calendar days after notification of the award, deliver to the Department a Contractor's Bond in the amount of 100% of the bid, as security for the faithful performance of the contract. The bond must be submitted on the Department's form and shall meet all statutory requirements as to form and execution.

**SUBLETTING OF CONTRACT**

The contractor is responsible for completion of the project as specified; no subcontract releases the contractor from contract obligations. As such, the department requires the contractor's own organization to perform work equaling at least thirty percent of the value of the contract amount. In computing the contractor's required participation, the department will exclude the value of designated "specialty items" from the contract amount and the subcontracted amount.

### WAGE AND HOUR PROVISIONS

Pursuant to the Wyoming Prevailing Wage Act of 1967, Wyoming Statute §§ 27-4-401 - 413, as amended, not less than the prevailing hourly rate of wages for work shall be paid to all workers unless otherwise specified in writing by the Procurement Services Manager.

The contractor shall follow Wyoming Statute § 27-4-410, as amended, which requires Contractors and all subcontractors to maintain accurate records of employees, names, occupations and wages paid to employees which are reviewable by the Commission of Labor, or the Department.

The contractor shall follow Wyoming Statute § 16-6-110, as amended, which requires that work shall be limited to eight hours in any calendar day, unless pay is at the rate of one and one-half times the regularly established hourly rate for all work in excess of eight hours in any one calendar day.

### WAGE RATE DETERMINATION

Wage rate determinations shall be used on this project. The prevailing wage rates include all counties statewide.

### WARRANTIES

The Contractor agrees that if at any time during one year from date of completion and acceptance of the work covered by the contract described herein, and any part of the materials or workmanship furnished by the Contractor shall prove to be defective, the Contractor will, upon receipt of written notice from the Owner to that effect, replace or repair defective work to the satisfaction of the Owner.

When written warranties beyond one year after substantial completion are required of any section of the work, the Contractor shall secure such warranties properly addressed and signed and in favor of Owner. The Owner may withhold final payment until such warranties are delivered and accepted.

### WORK CONTEMPLATED

Briefly, and without force and effect upon contract documents, work of this contract can be summarized as follows:

The work consists of the furnishing of all labor, tools, materials, supplies, equipment and services required for constructing a 40' x 100' Metal Salt/Sand Storage Building at the Wyoming Department of Transportation, South Pass, Wyoming, in accordance with the attached plans, specifications and drawings.



# WYOMING DEPARTMENT OF TRANSPORTATION

WYOMING BUILDING & SPECIAL TRADES CONSTRUCTION

STATEWIDE (all Counties)

The following schedule of predetermined minimum wage rates as set forth by the Wyoming Department of Employment is made part of the contract documents of this project. The Contractor shall pay not less than these rates:

Project No. \_\_\_\_\_

State: WYOMING STATEWIDE (all Counties)

Project Name \_\_\_\_\_

Decision: Building & Special Trades, WY-2012

County \_\_\_\_\_

Decision Date: March 30, 2012

No.	Craft Code	Basic Hourly Rate	Hourly Fringe Benefit	Total Wage & Fringe
2000	Asbestos Worker	\$19.50	\$0.78	\$20.28
2100	Boiler Maker	\$30.46	\$24.81	\$55.27
2200	Bricklayers and Masons	\$27.54	\$0.00	\$27.54
2300	Carpenters and Joiners	\$20.33	\$3.79	\$24.12
2400	Electricians	\$26.03	\$7.12	\$33.15
2500	Elevator Constructors	\$39.34	\$23.54	\$62.88
2600	Iron Worker	\$26.18	\$15.62	\$41.80
2700	General Laborers (Group 1)	\$15.09	\$0.00	\$15.09
2800	Semi-Skilled Laborers (Group 2)	\$16.48	\$2.18	\$18.66
3000	Tenders (Group 4)	\$17.78	\$2.18	\$19.96
4000	Millwright Machinery Workers	\$28.95	\$10.20	\$39.15
4100	Operating Engineers (Group 1)	\$21.44	\$4.32	\$25.76
4200	Operating Engineers (Group 2)	\$21.44	\$4.32	\$25.76
4300	Operating Engineers (Group 3)	\$21.44	\$7.12	\$28.56
4400	Operating Engineers (Group 4)	\$21.46	\$7.12	\$28.58
4500	Operating Engineers (Group 5)	\$23.38	\$7.12	\$30.50
4600	Operating Engineers (Group 6)	\$28.00	\$5.80	\$33.80
4700	Operating Engineers (Group 7)	\$30.70	\$6.89	\$37.59
5000	Painters and Allied Trades	\$16.92	\$0.00	\$16.92
5050	Sheetrock and Drywall Installers	\$20.49	\$0.00	\$20.49
5100	Carpet, Linoleum and Resilient Tile Layers	\$13.00	\$0.00	\$13.00
5200	Fire Sprinkler Installers	\$29.35	\$16.77	\$46.12
5250	Fire System Installers (non-water)	\$16.50	\$0.96	\$17.46
5300	Plumbers and Pipe Fitters	\$25.58	\$7.14	\$32.72
5400	Roofers	\$15.00	\$0.00	\$15.00
5500	Sheetmetal Workers	\$24.50	\$6.21	\$30.71
5600	Cement Masons	\$21.42	\$2.47	\$23.89
5700	Glaziers	\$19.28	\$3.04	\$22.32
5800	Marble, tile and Terrazzo Setters	\$22.00	\$1.42	\$23.42
6000	Teamsters (Group 1)	\$18.32	\$4.40	\$22.72
6100	Teamsters (Group 2)	\$18.32	\$4.40	\$22.72
6200	Limited Electricians (90 Volt or Less)	\$26.23	\$6.99	\$33.22

# WORK CATEGORIES AND DISCRPTIONS

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## 2700 – GENERAL LABORERS: (Group 1)

Axmen, hand faller	Nozzleman
Bin wall installer	Pipe setter and helper
Bituminous curb builder	Pipe wrapper
Burner (cutting torch)	Powderman helper
Car or truck loader	Power saw operator
Concrete saw	Power type concrete buggy
Concrete vibrator	Pre-watering, pre-irrigation, and pre-wetting work
Concrete worker	Riprap man
Creosote material handler	Rodman
Dumpman	Sandblaster & pot tender
Erector/Installer (includes fences, guardrail, guideposts, etc.)	Shoring & lagging open ditch
Form setter and helper	Signalmen
Form stripper	Scissorman or hopperman
General laborer	Stake jumper
Gunite helper	Tamper Operator
Hand operated vibrator roller	Tar & asphalt tender
Jackhammer/pavement breaker	Toolroom man
Landscaper & helper	Watchman/Flagman
Material handler	Wrecking & demolition crews
Mechanical form cleaner	Unloading and packing
Mortarman	

## 2800 – SEMI-SKILLED LABORERS: (Group 2)

Asphalt raker & tamper	Mucker & bull gang laborer
Brakeman and vibrator man	Sandblaster nozzleman
Gunite nozzleman	Sewer pipe installer
High Scalar	

## 3000 – TENDERS: (Group 4)

Blaster/Powderman	Plasterer tender
Carpenter tender	Scaffold builder
Cement mason tender	Spaders
Chuck tender	Terrazzo tenders
Drill operators for blasting & grouting	Tile setter tenders
Fork lift operator	Top man or top lander
Hod carriers	Tuggers
Nipper	Tunnel & underground worker
Piling/caisson worker	

## 4100 – OPERATING ENGINEERS: (Group 1)

A-frame truck	Forklift operator
Air Compressor	Form grader
Asphalt plant fireman/oiler	Generator operator
Assistant to Engineer	Gunite and granite machine
Auger machine (post hole digger)	Heater operator
Brakeman	Heavy duty repairman & helper
Broom operator	Hopperman
Bump grinder operator	Joint machine operator
Cableway signalman	Locomotive Fireman
Chip spreader operator	Longitudinal float operator
Concrete mixer (up to 1 yard)	Lubrication & Service engineer
Concrete saw operator	Material hoist operator
Farm type tractor	Mechanical conveyor

## WORK CATAGORIES AND DISCRPTIONS

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### 4100 – OPERATING ENGINEERS: (Group 1 cont.)

Motorman  
Oil distributor  
Pavement breaker  
Pump operator  
Pumpcrete operator (up to 4 inches)  
Rodman/Rear chainman  
Screed operator

Screening plant operator  
Tamper & similar machines  
Tire repairman  
Tugger hoist  
Underground freeze unit  
Welding machine operator

### 4200 – OPERATING ENGINEERS: (Group 2)

Asphalt plant operator  
Backhoe operator  
Cableway operator  
CMI machine & similar operator  
Compactor operator  
Concrete batch plant operator  
Crushing plant operator  
Double drum hoist  
Drilling machinery operator  
Elevating grader  
Front-end loader (up to 1 ½ yards)  
Hydro-blast operator  
Jumbo form operator

Kolman type loader  
Locomotive Engineer  
Man lift elevator operator  
Mixer operator (over 1 yard)  
Mucking machine operator  
Paving machine operator  
Pumpcrete operator, (over 4 inches)  
Roller operator  
Sub-grading machine operator  
Tractor with power attachments  
Trenching machine operator

### 4300 – OPERATING ENGINEERS: (Group 3)

Dozer/pushcat  
Dual drum mixer  
Hydro crane (under 15 tons)  
Motor patrol-general  
Scraper

Sideboom cat operator  
Rigger  
Pugmill equipment operator

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### 4400 – OPERATING ENGINEERS: (Group 4)

Finisher dozer operator  
Hydro crane (15 to 30 tons)  
Loader operator (1 ½ yards to 4 yards)

Piledriver  
Shovel, Dragline & Clamshell (2 yards)

### 4500 – OPERATING ENGINEERS: (Group 5)

Carry lift operator  
Cranes (under 25 tons)  
Grade-all  
Instrument man

Loader operator (4 to 8 yards)  
Mole operator  
Motor patrol-finisher  
Pumpcrete-mobile crane or truck

### 4500 – OPERATING ENGINEERS: (Group 6)

Cranes (25 to 50 tons)  
Four drum hoist  
Heavy duty repairman, welder  
Hydrocrane (30 to 50 tons)

Loader operator (over 8 yards)  
Scraper operator, tandem

### 4600 – OPERATING ENGINEERS: (Group 7)

Cranes (over 50 tons)  
Shovels, Draglines, & Clamshells (over 2 yards)

Wheel excavator

## WORK CATEGORIES AND DISCRPTIONS

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### 6000 – TEAMSTERS: (Group 1)

Cement truck (under 10 yards)  
Dump truck (under 13 cubic yards)  
Flat rack truck  
Flex boom-single axle & twin screw  
Forklift operator  
Fuel/grease truck  
Grease/service person  
Lumber carrier

Material checker  
Pickup truck driver  
Truck driver distributor  
Truck mechanic/driver helpers  
Warehouse person  
Water truck (single axle)

### 6100 – TEAMSTERS: (Group 2)

Cardex person  
Cement mixer (over 10 yards)  
Dump truck (over 13 cubic yards)  
Dumpster type equipment  
Expeditor  
Highboy, Lowboy, Floats, Semi-truck  
Lead warehouse person

Scale person/checker/spotter  
Snow plow  
Tire repairman  
Truck/diesel mechanic  
Water truck (semi, tandem axle, Euclid)  
Winch Pole-A-Frame

PLEASE ENSURE THAT YOU MAIL IN THE PROPOSAL  
PAGES IN A SEALED ENVELOPE WITH THE BID NUMBER  
CLEARLY MARKED ON THE FRONT OF YOUR ENVELOPE  
AS FOLLOWS:

WYOMING DEPARTMENT OF TRANSPORTATION  
ATTN: PROCUREMENT SERVICES  
5300 BISHOP BLVD  
CHEYENNE WY 82009-3340

(LOWER LEFT HAND CORNER ADD)

SEALED BID

BID NO. 12-208HH

BID OPENING DATE: JUNE 7, 2012

BID OPENING TIME: 11:00 A.M.

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WYOMING DEPARTMENT OF TRANSPORTATION  
PROCUREMENT SERVICES  
PROPOSAL

We the undersigned agree to construct a 40' X 100' METAL SALT/SAND STORAGE BUILDING AT THE WYOMING DEPARTMENT OF TRANSPORTATION, SOUTH PASS, WYOMING, in accordance with the Invitation to Bid, Special Provisions, Plans, Specifications, Drawings, Pre-Bid Inspection and Addenda (if any), in consideration of the prices set forth in the schedule below.

DESCRIPTION	QUANTITY	UNIT	TOTAL
Furnish all labor, materials, equipment, tools, supplies and services required for constructing a 40' X 100' Metal Salt/Sand Storage Building at the Wyoming Department of Transportation, South Pass, Wyoming.	1	JOB	LUMP SUM \$ _____

BID AMOUNT (WRITTEN) \_\_\_\_\_

MANDATORY PRE-BID INSPECTION WAS ATTENDED BY: \_\_\_\_\_

ON \_\_\_\_\_, 2012.

ADDENDA ACKNOWLEDGEMENT

ADDENDA, DATED \_\_\_\_\_, 2012.

WAS RECEIVED BY \_\_\_\_\_ ON \_\_\_\_\_, 2012.

PROPOSAL GUARANTY

BID BOND NO. \_\_\_\_\_ IN THE AMOUNT OF \_\_\_\_\_

ISSUED BY \_\_\_\_\_ AGENCY

REPRESENTING \_\_\_\_\_ INSURANCE COMPANY

- OR -

CHECK NO. \_\_\_\_\_ IN THE AMOUNT OF \$ \_\_\_\_\_

DRAWN ON THE \_\_\_\_\_ BANK OF \_\_\_\_\_

\_\_\_\_\_  
(NAME OF BIDDER)

\_\_\_\_\_  
(ADDRESS)

WYOMING DEPARTMENT OF TRANSPORTATION  
PROCUREMENT SERVICES  
P R O P O S A L

DATE \_\_\_\_\_

1. In compliance with the above and subject to all conditions hereof, the undersigned agrees that if this bid is accepted by the Wyoming Transportation Commission, to furnish the service upon which prices are quoted, at the price set forth on this Proposal.
2. If we are the successful bidder, we agree to complete the work in accordance with the scheduled time submitted with this bid and in the event of failure to complete the work as specified, we will be assessed \$500.00 per calendar day as agreed liquidated damages to the Wyoming Department of Transportation.
3. The bidder hereby acknowledges that bidder has read and understands the terms and conditions as stated and agrees to be bound by them. No modification or deletion of, or addition to these terms and conditions shall be binding to either party unless made in writing and signed by an authorized representative of both parties, prior to consideration of award.
4. Bidder certifies that they have carefully examined the Invitation to Bid, Special Provisions and Specifications covering the services included in this Proposal and understands the conditions under which the service is to be completed.
5. TERMS: NET 45; PROMPT PAYMENT DISCOUNT \_\_\_\_\_ % \_\_\_\_\_ Days.
6. The bidder hereby covenants and agrees that he is the only person interested in this Proposal and that this Proposal is made without collusion with any other person, firm or corporation.
7. The undersigned certifies and agrees that this bid is submitted in accordance with all applicable Wyoming laws.
8. Corporation Incorporated Under the Laws of the State of: \_\_\_\_\_.
9. Do you claim preference as a Wyoming Resident Bidder as specified in Wyoming State Statutes 16-6-101 & 16-6-105? YES \_\_\_\_\_ NO \_\_\_\_\_
10. By signing below, the participant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency in accordance with 2 CFR Part 180.

SAMPLE

\_\_\_\_\_  
(NAME OF BIDDER)

\_\_\_\_\_  
(P O BOX/ STREET ADDRESS)

\_\_\_\_\_  
(TELEPHONE NUMBER)

\_\_\_\_\_  
(CITY, STATE AND ZIP CODE)

\_\_\_\_\_  
(AUTHORIZED REPRESENTATIVE - TYPED)

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

SUPPLEMENTARY DOCUMENT

FOR

CERTIFICATION OF NON-DISCRIMINATION

The bidder hereby certifies that all persons employed by their firm, their affiliates, subsidiaries, or holding companies are treated equally by their firm without regard to or because of race, religion, ancestry, national origin, or sex as required by Federal and State anti-discrimination laws. The bidder further certifies and agrees that it will deal with sub-contractors, bidders or vendors without regard to or because of race, religion, ancestry, national origin or sex. Violation of this certification may constitute a material breach of contract upon which the Wyoming Department of Transportation may determine to cancel, terminate, or suspend the contract as per the provisions of the State of Wyoming Executive Department, Executive Order 1976-6.

SAMPLE

\_\_\_\_\_  
(FIRM)

BY: \_\_\_\_\_

\_\_\_\_\_  
(TITLE)

DATE: \_\_\_\_\_



WYOMING DEPARTMENT OF TRANSPORTATION  
SUB-CONTRACTORS LIST  
LIST ALL SUB-CONTRACTORS THAT WILL BE USED ON THIS PROJECT

PLEASE PRINT

NAME OF COMPANY

STREET ADDRESS/P. O. BOX  
CITY, STATE AND ZIP CODE

DOLLAR  
AMOUNT

SAMPLE