

**SECTION 00 1114
INVITATION TO BID**

DATE:

June 22, 2026

PROJECT:

Holy Spirit Catholic Community Rectory
TBD Holy Spirit Way
Rock Springs, Wyoming 82901

OWNER:

Holy Spirit Catholic Community
116 Broadway Street
Rock Springs, Wyoming 82901

ARCHITECT:

Indian Paintbrush Architecture
9704 Vera Lane
Cheyenne, Wyoming 82009
Clint Taylor, AIA, PE
c) 307.212.2736
e) Clint@IndianPaintbrushArch.com

PROJECT DESCRIPTION:

The Project consists of the construction of a new rectory of approximately 3,700 square feet on the main floor with a full, partially finished, basement. The Project involves furnishing all labor, materials, services, and equipment required for the project, including, but not limited to excavation, construction of concrete foundations, wood stud framed walls and partitions, engineered wood trusses, insulation, doors and frames, vinyl windows, engineered wood siding, asphalt shingles, finishes, plumbing, mechanical, electrical, and other related items of work.

BID DOCUMENTS

The complete bid documents may be downloaded at QuestCDN: <https://questcdn.com/cdn/posting/> The Quest # is: **10252545**. The documents are password protected. The password is **HSCC2026!** There is a QuestCDN Download Delivery Fee of \$22 and an Online Bidding Fee of \$42.

INVITED GENERAL CONTRACTORS

The attached Plan Holders list has the invited General Contractors and Sub-Contractors for the project. Additional sub-contractors may be invited throughout the bidding process. An updated Plan Holders list will be included with each addendum.

TO POTENTIAL CONTRACTOR BIDDERS:

Notice is hereby given that electronic bids from General Contractors will be received by the Architect for the above noted project until July 21, 2026 at 8:00 pm, local time. Electronic bids will be received at the following location: QuestCDN

Bids will be opened privately. Bid results will be available approximately 24 hours after the bid opening.

Each bid shall be accompanied by a bid bond in the amount of five percent (5%) of the maximum amount of the proposal, pledging that the Bidder will enter into a Contract with the Owner on the terms stated in the Bid .

Bids shall remain open and irrevocable for a period of forty-five (45) days after the bid date.

No wage rate guidelines will be established for this project.

The Owner shall have the right to waive irregularities and informalities in the bidding process or in any bid received, to reject any or all bids without further obligation and to accept any bid that, in the Owner's judgement, is in the Owner's best interests.

END OF SECTION 00 1114

SECTION 00 2113 INSTRUCTIONS TO BIDDERS

PART 1

1.01 DEFINITIONS

- A. Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor. Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.
- B. Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.
- C. Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- D. A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- E. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
- F. An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- G. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- H. A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.
- I. A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

1.02 BIDDER'S REPRESENTATIONS

- A. The Bidder by making a Bid represents that:
 - 1. the Bidder has read and understands the Bidding Documents;
 - 2. the Bidder understands how the Bidding Documents relate to other portions of the Project, being bid concurrently or presently under construction;
 - 3. the Bid complies with the Bidding Documents;
 - 4. the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.
 - 5. the Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception; and
 - 6. the Bidder understands the provisions for liquidated damages, if any, set forth in the form of the Agreement between the Owner and Contractor or Supplementary Conditions thereto.

1.03 BIDDING DOCUMENTS

- A. DISTRIBUTION
 - 1. Bidders shall obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein.
 - 2. Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid.
 - 3. Bidders shall use complete sets of Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

4. Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use by distribution of the Bidding Documents.
5. Contractor's Use of Instruments of Service in Electronic Form.
 - a. The Architect may, with the concurrence of the Owner, and upon written request from the Bidder, furnish to the Contractor versions of Instruments of Service in electronic form. The Contract Documents bound in the Project Manual shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic means involving computers.
 - b. The Contractor shall not transfer or reuse Instruments of Service in electronic or machine readable form without the prior written consent of the Architect.

B. MODIFICATION OR INTERPRETATION OF BIDDING DOCUMENTS

1. The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies or ambiguities discovered and shall request clarification or interpretation pursuant to the provisions herein.
2. Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.
3. Modifications and interpretations of the Bidding Documents will be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

C. SUBSTITUTIONS

1. The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
2. No substitution will be considered prior to the receipt of Bids unless the request for approval is submitted on the Product Substitution Request Form bound herewith and has been received within the time limit noted in Section 00 3100 - Available Project Information. The Product Substitution Request Form shall be completed in its entirety. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, product data, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included.
 - a. The burden of proof of the merit of the proposed substitution is upon the proposer.
 - b. For requests for substitution of a finish material, or a material, product or piece of equipment that has been selected for certain aesthetic characteristics, the color, texture, pattern, appearance and aesthetic qualities of the proposed substitution will be part of the factors considered by the Architect in his evaluation of the proposed substitution.
 - c. The Architect's decision of approval or disapproval of a proposed substitution shall be final.
 - d. When generic parameters for performance and/or appearance are specified, those materials which comply with specifications need not apply for approval; however, they must be capable of withstanding comparison to the specification at the time of the Architect's review of required submittals.
 - e. When Suppliers and/or Subcontractors represent to the Architect that their materials comply with the specifications, and are an "equal", they accept the responsibility of their actions and representation to the following extent:
 - 1) Should review of the required submittals reveal conditions, characteristics and/or situations wherein the substituted product is not in fact "equal" in the judgment of the Architect, the Suppliers and/or Subcontractors shall be liable for any costs incurred by the Owner, the Architect, the General Contractor, or the Subcontractor, associated with the procurement of the specified item or a product which is in the judgment of the Architect "equal."
3. If the Architect approves a 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.
4. No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

D. ADDENDA

1. Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.
2. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
3. Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
4. Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

1.04 BIDDING PROCEDURES

A. PREPARATION OF BIDS

1. Bids shall be submitted on the forms included with the Bidding Documents.
2. All blanks on the bid form shall be legibly executed in a non-erasable medium.
3. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.
4. Interlineations, alterations and erasures must be initiated by the signer of the Bid.
5. All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."
6. Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.
7. A Bidder shall be responsible for all costs associated with the preparation of its Bid.

B. BID SECURITY

1. Each bid proposal shall be accompanied by a bid guarantee which shall not be less than five percent (5%) of the bid amount
2. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder, as well as certificates of insurance and other Post Bid Documents, within the time limits stated in Section 00 3100 - Available Project Information. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, if required, or certificates of insurance and other Post Bid Documents, within the time limits stated in Section 00 3100 - Available Project Information, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
3. If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, or on a document that conforms with AIA Document A310, and so states in the printed body of the form. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.
4. The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected. However if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning the day following the time required in the Bid for bids to remain valid, but in no case less than Forty Six (46) days after the opening of Bids, withdraw its Bid and request return of its bid security.

C. SUBMISSION OF BIDS

1. Bids shall be submitted by the date and time and at the place indicated in the Advertisement for Bids or Invitation To Bid. Bids received after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.
2. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
3. A Bid submitted by any method other than as provided in this document will not be accepted.

D. MODIFICATION OR WITHDRAWAL OF BID

1. Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids.

Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

2. Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section SUBMISSION OF BIDS, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.
3. After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section the bid security will be attended to as follows:

1.05 CONSIDERATION OF BIDS

A. OPENING OF BIDS

1. At the discretion of the Owner, if stipulated in the Advertisement for Bids or Invitation To Bid, or when required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

B. REJECTION OF BIDS

1. The Owner shall have the right to reject any or all Bids without further obligation. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

C. ACCEPTANCE OF BID (AWARD)

1. It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's one best interests.
2. The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.
3. The Owner shall have the right to waive irregularities and informalities in the bidding process or in any bid received, to reject any or all bids without further obligation and to accept any bid that, in the Owner's judgement, is in the Owner's best interests.
4. After the Owner and Architect's review of the Bids, and the Owner's approval of the bids, a Notice of Intent To Award Contract will be issued to the successful bidder (if any) notifying them of their selection for the award of a Contract.

1.06 POST-BID INFORMATION

A. CONTRACTOR'S QUALIFICATION STATEMENT

1. Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

B. SUBMITTALS

1. After notification of selection for the award of a Contract, the Bidder shall, as soon as practicable or as stipulated in Section 00 3100 - Available Project Information submit in writing to the Owner through the Architect:
 - a. a designation of the Work to be performed with the Bidder's own forces;
 - b. names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
 - c. names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
2. The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

3. Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.
4. Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.
5. The successful bidder shall, within the time limit noted in Section 00 3100 - Available Project Information, furnish Post-Bid Documents as noted on the Bid Form, which may include:
 - a. Performance Bond (AIA Document A312)
 - b. Payment Bond (AIA Document A312)
 - c. Certificate of Insurance (AIA Document G705)
 - d. Wyoming Worker's Compensation Certificate
 - e. Wyoming Unemployment Insurance Certificate

1.07 PERFORMANCE BOND AND PAYMENT BOND

A. BOND REQUIREMENTS

1. If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.
2. If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.
3. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.
4. There shall be no changes or amendments to the bond forms specified.
5. Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

B. TIME OF DELIVERY AND FORM OF BONDS

1. The Bidder shall deliver the required bonds as part of the Post-Bid Submittals to the Owner within the time noted in Section 00 3100 - Available Project Information.
2. The bonds shall be dated the date of the Contract.
3. The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

1.08 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

- A. The Agreement for the Work and General Conditions are based on AIA A104- Standard Abbreviated Form of Agreement Between Owner and Contractor; 2017.
- B. Refer to Document 00 7300 for amendments to these General Conditions.

END OF SECTION 00 2113

**SECTION 00 3100
AVAILABLE PROJECT INFORMATION**

PART 1 GENERAL (NOT USED)

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

EXISTING REPORTS AND SURVEYS

4.01 SUBSURFACE EXPLORATION AND GEOTECHNICAL REPORT

- A. A copy of a geotechnical report with respect to the building site is available for viewing:
 - 1. Title: Geotechnical Report for
Development of the Holy Spirit Catholic Community Site Southwest of Stagecoach
Blvd, and Foothill Blvd. Intersection Rock Springs, WY 82901
Date: April, 2025
 - 2. Prepared by: JFC Engineers Surveyors
JFC Project No. 11528-25E
 - 3. View at the office of Architect.
- B. This report identifies properties of below grade conditions and offers recommendations for the design of foundations, prepared primarily for the use of Architect.
- C. The recommendations described shall not be construed as a requirement of this Contract, unless specifically referenced in the Contract Documents.
- D. This report, by its nature, cannot reveal all conditions that exist on the site. Should subsurface conditions be found to vary substantially from this report, changes in the design and construction of foundations will be made, with resulting credits or expenditures to the Contract Sum accruing to Owner.
- E. Digital copies of the document will be provide at no cost to interested parties providing a written request to the Architect.

4.02 TENTATIVE SCHEDULE

- A. The following schedule of events and deadlines is subject to revision by Addendum or Change Order.

Plans Available for Bidders	June 22, 2026
Addendum #1 - if required	April 21, 2026
Bidder's Request for Interpretation of Bid Documents and Product Substitution Request Forms Due	1:00 pm April 30, 2026
Addendum #2 - if required	April 30, 2026
Bid Opening:	8:00 pm July 21, 2026
Bids will be received at the following location:	QuestCDN
Architect's Recommendation for Award of Contract	July 23, 2026
Notice of Intent To Award Contract	July 24, 2026
Contractor's Post Bid Submittals Due On Or Before	August 14, 2026
Contract Date	August 14, 2026
Notice To Proceed	August 14, 2026
Date Contractor has Access to the Site	August 14, 2026
Pre-Construction Conference	10:00 am, August 14, 2026
Substantial Completion Due	May 14, 2027
Final Completion Due	30 days after Substantial Completion
Ribbon Cutting, Feast of the Holy Spirit	June 13, 2027

END OF INFORMATION AVAILABLE TO BIDDERS

**SECTION 00 4100
BID FORM**

THE PROJECT AND THE PARTIES

TO:

Owner:
Holy Spirit Catholic Community
116 Broadway Street
Rock Springs, Wyoming 82901

FOR:

Project:
HSCC Rectory
TBD Holy Spirit Way
Rock Springs, Wyoming 82901

DATE: JULY 21, 2026

SUBMITTED BY: (BIDDER SHALL ENTER NAME AND ADDRESS)

Bidder's Full Name _____

Address _____

City, State, Zip Code _____

OFFER

HAVING EXAMINED THE PLACE OF THE WORK AND ALL MATTERS REFERRED TO IN THE INSTRUCTIONS TO BIDDERS AND THE CONTRACT DOCUMENTS PREPARED BY IPA – INDIAN PAINTBRUSH ARCHITECTURE. FOR THE ABOVE MENTIONED PROJECT, WE, THE UNDERSIGNED, HEREBY OFFER TO ENTER INTO A CONTRACT TO PERFORM THE FOLLOWING DESCRIBED WORK FOR THE SUMS ENTERED BELOW:

RECTORY: The building including all basement excavation & backfill, utility connections within 5' of the building, fencing, deck, and structural stoops, but excluding flatwork outside of structural stoops.

_____ dollars

(\$ _____),
in lawful money of the United States of America.

SITEWORK: All clearing & grubbing, earthwork, utilities to within 5' of the building, base, paving, sidewalks, curb & gutter, gravel surfacing, culverts, grading, topsoil placement.

_____ dollars

(\$ _____),
in lawful money of the United States of America.

All applicable federal taxes are included and City of Rock Springs taxes are included in the Bid Sum.

ALTERNATE BID ITEMS:

Recognizing that Holy Spirit Catholic Community is a religious non-profit organization, any bidder wishing to make an in-kind deduction that would reduce their Base Bid amount, shall enter that information. This is an optional entry. If making an in-kind deduction, please enter the amount to be deducted from the Subtotal Base Bid. If not making an in-kind donation, please enter "NOT APPLICABLE".

Alternate Bid Item No. 1 – In-Kind Donation:

DEDUCT _____ dollars

(\$ _____),
in lawful money of the United States of America.

UNIT PRICES

THE LUMP SUM PRICES STATED ABOVE INCLUDES ALL SITE WORK, EARTHWORK, UTILITIES, AND FINISHES AS SHOWN ON THE DRAWINGS FOR A COMPLETE PROJECT. THE FOLLOWING UNIT PRICES SHALL BE USED IN CALCULATION OF ANY ADDITIONAL WORK TO BE PERFORMED. UNIT PRICES SHALL INCLUDE ALL NECESSARY LABOR, MATERIALS, TOOLS, EQUIPMENT, OVERHEAD, PROFIT, INSURANCE, AND APPLICABLE TAXES.

1. WATERLINE, 8"	LF	\$ _____/LF
2. DOMESTIC WATERLINE, 2"	LF	\$ _____/LF
3. SEWER MAIN, 8"	LF	\$ _____/LF
4. SEWER SERVICE, 4"	LF	\$ _____/LF
5. CULVERT, 18" HDPE	LF	\$ _____/LF
6. FLARED ENDS	EA	\$ _____ EA
7. RIP RAP, 12" W/ FABRIC	SF	\$ _____/SF
8. SIDEWALK, 4" ON 4" BASE	SF	\$ _____/SF
9. CONCRETE PAVEMENT, 6"	SF	\$ _____/SF
10. ASPHALY PAVEMENT, 3"	SF	\$ _____/SF
11. CONCRETE CURB & GUTTER	LF	\$ _____/LF
12. CRUSHED BASE, 6"	SF	\$ _____/SF
13. GRAVEL SURFACING, 4"	SY	\$ _____/SY
14. CLEARING AND GRUBBING	SY	\$ _____/SY
15. TOP SOIL REMOVAL, 6"	SY	\$ _____/SY
16. EMBANKMENT	CY	\$ _____/CY
17. FENCING, 6' PVC	LF	\$ _____/LF

ACCEPTANCE

THE BIDDER HEREBY AGREES THAT THE OWNER SHALL HAVE THE RIGHT TO WAIVE IRREGULARITIES AND INFORMALITIES IN THE BIDDING PROCESS OR IN ANY BID RECEIVED, TO REJECT ANY OR ALL BIDS WITHOUT FURTHER OBLIGATION AND TO ACCEPT ANY BID THAT, IN THE OWNER'S JUDGEMENT, IS IN THE OWNER'S BEST INTERESTS.

THE BIDDER HEREBY ATTESTS THAT THIS BID IS GENUINE AND NOT COLLUSIVE OR A SHAM; THAT HE HAS NOT COLLUDED, CONSPIRED, CONNIVED, OR AGREED, DIRECTLY OR INDIRECTLY, WITH ANY BIDDER OR PERSON, TO SUBMIT A SHAM BID OR TO REFRAIN FROM BIDDING, AND HAS NOT IN ANY MANNER, DIRECTLY OR INDIRECTLY, SOUGHT BY AGREEMENT OR COLLUSION, OR COMMUNICATION OR CONFERENCE, WITH ANY PERSON, TO FIX THE BID PRICE OF THIS BIDDER OR OF ANY BIDDER, OR TO FIX ANY OVERHEAD, PROFIT, OR COST ELEMENT OF SAID BID PRICE, OR OF THAT OF ANY OTHER BIDDER, OR TO SECURE ANY ADVANTAGE AGAINST THE OWNER OR ANY PERSON INTERESTED IN THE PROPOSED CONTRACT; AND THAT ALL STATEMENTS IN SAID PROPOSAL OR BID ARE TRUE.

THIS OFFER SHALL BE OPEN TO ACCEPTANCE AND IS IRREVOCABLE FOR FORTY FIVE (45) DAYS FROM THE BID CLOSING DATE.

IF THIS BID IS ACCEPTED BY OWNER WITHIN THE TIME PERIOD STATED ABOVE, WE WILL:

Furnish the required Post Bid Submittals within the time limit noted in Section 00 3100 - Available Project Information.

Execute the Agreement within the time limit noted in Section 00 3100 - Available Project Information.

Commence work within seven days after written Notice to Proceed.

IF THIS BID IS ACCEPTED WITHIN THE TIME STATED, AND WE FAIL TO PROVIDE THE REQUIRED POST BID SUBMITTALS, EXECUTE THE AGREEMENT, OR THE COMMENCE THE WORK WITHIN THE TIME STATED ABOVE, THE BID SECURITY SHALL BE FORFEITED AS DAMAGES TO OWNER BY REASON OF OUR FAILURE, LIMITED IN AMOUNT TO THE LESSER OF THE FACE VALUE OF THE BID SECURITY OR THE DIFFERENCE BETWEEN THIS BID AND THE BID UPON WHICH A CONTRACT IS SIGNED.

IN THE EVENT OUR BID IS NOT ACCEPTED WITHIN THE TIME STATED ABOVE, THE REQUIRED SECURITY DEPOSIT SHALL BE RETURNED TO THE UNDERSIGNED, IN ACCORDANCE WITH THE PROVISIONS OF THE INSTRUCTIONS TO BIDDERS; UNLESS A MUTUALLY SATISFACTORY ARRANGEMENT IS MADE FOR ITS RETENTION AND VALIDITY FOR AN EXTENDED PERIOD OF TIME.

CONTRACT TIME

IF THIS BID IS ACCEPTED, WE WILL:

Substantially Complete the Work within the time limits given in Section 00 3100 - Available Project Information.

ADDENDA

THE FOLLOWING ADDENDA HAVE BEEN RECEIVED. THE MODIFICATIONS TO THE BID DOCUMENTS NOTED BELOW HAVE BEEN CONSIDERED AND ALL COSTS ARE INCLUDED IN THE BID SUM.

Addendum # _____ Dated _____.

Addendum # _____ Dated _____.

Addendum # _____ Dated _____.

BID FORM SUPPLEMENTS

THE FOLLOWING SUPPLEMENTS ARE ATTACHED TO THIS BID FORM AND ARE CONSIDERED AN INTEGRAL PART OF THIS BID FORM:

Bid Bond.

THE FOLLOWING SUPPLEMENTS WILL BE REQUIRED BY APPARENT LOW BIDDER AND WILL BE CONSIDERED AN INTEGRAL PART OF THIS BID FORM:

Document 00 4336 - Proposed Subcontractors Form: Include the names of all Subcontractors and the portions of the Work they will perform.

BID FORM SIGNATURE(S)

THE CORPORATE SEAL OF

(BIDDER - PRINT THE FULL NAME OF YOUR FIRM)

WAS HEREUNTO AFFIXED IN THE PRESENCE OF:

(AUTHORIZED SIGNING OFFICER, TITLE)

(SEAL)

(AUTHORIZED SIGNING OFFICER, TITLE)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF SECTION 00 4100

**SECTION 00 4336
PROPOSED SUBCONTRACTORS FORM**

PARTICULARS

1.01 HEREWITH IS THE LIST OF SUBCONTRACTORS REFERENCED IN THE BID SUBMITTED BY:

1.02 TO:

Owner
Holy Spirit Catholic Community (HSCC)

1.03 FOR:

HSCC Rectory
TBD Holy Spirit Way
Rock Springs, Wyoming

1.04 DATE: _____

(Bidder shall enter date)

1.05 SUBMITTED BY: (BIDDER SHALL ENTER NAME AND ADDRESS)

Bidder's Full Name _____

Address _____

City, State, Zip Code _____

1.06 DATED _____ AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

LIST OF SUBCONTRACTORS

2.01 THE FOLLOWING WORK WILL BE PERFORMED (OR PROVIDED) BY SUBCONTRACTORS AND COORDINATED BY US:

DESCRIPTION OF WORK	SUBCONTRACTOR'S OR SUPPLIER'S COMPANY NAME	\$
EARTHWORK		
CONCRETE CURB & GUTTER, SIDEWALKS, PARKING		
CONCRETE SUPPLIER		
BASEMENT		
ROUGH CARPENTRY		
SHOP FABRICATED TRUSSES		
CABINETRY		

DESCRIPTION OF WORK	SUBCONTRACTOR'S OR SUPPLIER'S COMPANY NAME	\$
TRIM & SHELVING		
INSULATION		
SIDING		
ROOFING		
DOORS & HARDWARE		
WINDOWS		
GARAGE DOORS & OPENERS		
GYPSUM BOARD SYSTEMS		
PAINTING		
PLUMBING		
MECHANICAL		
ELECTRICAL ROUGH-IN		
ALLOWANCE FOR LIGHT FIXTURES		\$15,000.00
FIRE ALARM & DETECTION		
ALLOWANCE FOR FLOORING (CARPET)		\$12,000.00
ALLOWANCE FOR FLOORING (LVP)		\$7,000.00
TILE		
FENCING & GATES		

END OF PROPOSED SUBCONTRACTORS FORM

SECTION 00 7300 SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.01 SUMMARY

- A. These Supplementary Conditions amend and supplement provisions of General Conditions and other provisions of the contract documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

1.02 MODIFICATIONS TO AIA A104™ - 2017

- A. Article 7: General Provisions
 - 1. 7.1 The Contract Documents
 - a. Add the following sentence to the end of Section 7.1:
 - 1) The Contract Documents executed in accordance with Section 7.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.
 - 2. 7.2 The Contract
 - a. Add Section 7.2.1 to Section 7.2:
 - 1) 7.2.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:
 - (a) 1. The Agreement.
 - (b) 2. Addenda, with those of later date having precedence over those of earlier date.
 - (c) 3. The Supplementary Conditions.
 - (d) 4. The General Conditions of the Contract for Construction.
 - (e) 5. Division 1 of the Specifications.
 - (f) 6. Drawings and Divisions 2-48 of the Specifications.
 - 2) In the case of conflicts or discrepancies between Drawings and Divisions 2-48 of the Specifications or within either Document not clarified by Addendum, the Architect will determine which takes precedence in accordance with Section 10.8.
 - 3. 7.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service
 - a. Add the following Section 7.5.1 to Section 7.5:
 - 1) 7.5.1 Contractor's Use of Instruments of Service in Electronic Form.
 - (a) 7.5.1.1 The Architect may, with the concurrence of the Owner, furnish to the Contractor versions of Instruments of Service in electronic form. The Contract Documents executed or identified in accordance with Section 7.5 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic means involving computers.
 - (b) 7.5.1.2 The Contractor shall not transfer or reuse Instruments of Service in electronic or machine readable form without the prior written consent of the Architect.
- B. Article 8: Owner
 - 1. 8.1 Information and Services Required of the Owner
 - a. Add the following Section 8.1.5 to Section 8.1:
 - 1) 8.1.5 The Owner will procure and bear costs of structural tests and special inspections as required by the applicable building code.
- C. Article 9: Contractor
 - 1. 9.1 Review of Contract Documents and Field Conditions by Contractor:
 - a. Add the following Section 9.1.4 to Section 9.1:
 - 1) 9.1.4 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's requests for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-

provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

2. 9.3 Labor and Materials

a. Add the following Section 9.3.4 to Section 9.3:

- 1) 9.3.4 After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications). By making requests for substitutions, the Contractor:
 - (a) .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
 - (b) .2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
 - (c) .3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
 - (d) .4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

b. Add the following Section 9.3.4 to Section 9.3:

- 1) 9.3.4 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect to evaluate the Contractor's proposed substitutions and to make agreed-upon changes in the Drawings and Specifications made necessary by the Owner's acceptance of such substitutions.

3. 9.4 Warranty

a. Add the following:

- 1) The Contractor warrants that work performed pursuant to the contract shall be of the quality specified and shall conform to the Specifications, Drawings, Samples, and other descriptions set forth in the Contract. Unless otherwise provided in the Contract, the Contractor warrants all equipment and materials furnished by the Contractor and all work performed by the Contractor under the Contract against defective design (unless furnished by the Owner), materials, and workmanship, for a period prior to a date one (1) year after the date of Substantial Completion, regardless of whether the same were furnished or performed by the Contractor or by any of its Subcontractors of any tier. Upon receipt of written notice from the Architect or the Owner of a breach of warranty during the applicable warranty period, the affected item shall be redesigned, repaired, or replaced, by the Contractor, and it shall perform such tests as the Architect or the Owner may require to verify that such redesigned, repaired or replacement comply with the requirements of the Contract. As to redesigned, repaired, or replaced work against defective design, materials and workmanship shall be guaranteed for a period of one (1) year following date of acceptance of such work.
- 2) The Architect or Owner reserves the right to have any such repairs or replacement work done by others when they deem advisable. All costs incidental to redesign, repairs, replacement and testing, including the removal, replacement, and reinstallation of equipment necessary to gain access, and other costs incurred as the result of a breach of warranty shall be borne by the Contractor. Should the Contractor fail to promptly make the necessary repairs, replacements, and tests, the Architect or the Owner may perform, or cause to be performed by others, the necessary work at the Contractor's expense. Nothing in the above intends or implies that this guaranty shall apply to work which has been abused or neglected by the Owner or his successors in interest.

4. 9.6 Permits, Fees and Notices:

a. Add the following sentences to Section 9.6.1.1:

- 1) The Owner will pay the Plan Review Fee and the Building Permit Fee from the City of Rock Springs. The Contractor shall pay any Right of Way Permit Fee, Temporary Power Pole Fee and any other fees from the City of Rock Springs. The Owner will

pay tap and System Development fees for public water, and sewer from the City of Rock Springs, as well as fees from gas, electrical, and other utility providers for utility extensions at the site. The Contractor shall secure and arrange for all necessary utility connections.

5. 9.9 Submittals
 - a. Add Section 9.9.4 to Section 9.9:
 - 1) 9.9.4 The Architect's review of Contractor's submittals shall be limited to examination of an initial submittal and one (1) resubmittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional resubmittals.
 6. 9.15 Indemnification
 - a. Add Section 9.15.3 to Section 9.15:
 - 1) 9.15.3 The Owner does not waive any applicable defenses and expressly reserves the right to invoke governmental immunity pursuant to the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.* for any claim arising out of performance of this agreement.
- D. Article 10 Architect
1. Add Section 10.3.1 to Section 10.3:
 - a. 10.3.1 The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect or request of the Contractor.
- E. Article 13 Changes in the Work
1. Add the following Section 13.5 to Article 13:
 - a. 13.5 The combined overhead and profit included in the total cost to the Owner of a change in the Work shall be based on the following schedule:
 - 1) .1 For the Contractor, for Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.
 - 2) .2 For the Contractor, for Work performed by the Contractor's Subcontractors, ten percent (10%) of the amount due the Subcontractors.
 - 3) .3 For each Subcontractor involved, for Work performed by that Subcontractor's own forces, fifteen percent (15%) of the cost.
 - 4) .4 For each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractors, ten percent (10%) of the amount due the Sub-subcontractor.
 - 5) .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 012002.
 - 6) .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over Five Hundred Dollars (\$500.00) be approved without such itemization.
- F. Article 14 Time
1. Add the following Sections 14.5.1 through 14.5.4 to Section 14.5:
 - a. 14.5.1 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.
 - b. 14.5.2 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated

- effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.
- c. 14.5.3 Claims by the Contractor for increase in the Contract Time, if not part of a Proposal Request and subsequent Change Order, shall be initiated by written notice to the Architect as soon as possible, but in no event later than 21 days after the occurrence of the event giving rise to the Claim, or 21 days after the claimant first recognizes the condition giving rise to the Claim, which ever is later.
 - d. 14.5.4 Adverse Weather Delays. The Contractor is expected to anticipate a certain amount of adverse weather, based upon the historic weather patterns of the projects location, when preparing its bid, and subsequently its schedule. Only weather conditions that would be unanticipated or unusually severe, and that detrimentally impact current outdoor tasks on the project's critical path schedule, will be considered for extension of the Contract Time. The method used to determine additional time for adverse weather conditions shall be based upon methodology utilized by the Wyoming Department of Transportation, as described below.
 - 1) 14.5.4.1 Additional time for adverse weather during the original contract time period may be allowed if the actual number of adverse days encountered in a month exceeds the normal number of adverse weather days for that month shown in the table below.
 - 2) 14.5.4.2 Adverse Weather Days are defined as week day on which, in the Architect's opinion, unanticipated or unusually severe weather conditions detrimentally impact current outdoor tasks on the project's critical path schedule by not allowing construction operations by the current work force to proceed for a minimum of five hours during the hours between 7:00 am and 6:00 pm.
 - 3) 14.5.4.3 Architect will determine the number of actual adverse weather days in excess of the number shown in the table below for each month, as well as the total to date. The Contractor shall submit all exceptions to the Architect's determination within ten days of the date of the Architects determination.
 - 4) 14.5.4.4 The following table indicates the number of normal adverse weather days by month, or portion thereof. Saturdays, Sundays and holidays will not be considered for adverse weather days.
 - 5) Month: Normal # of Adverse Weather Days
 - (a) January: 8
 - (b) February: 8
 - (c) March: 7
 - (d) April: 7
 - (e) May: 4
 - (f) June: 3
 - (g) July: 2
 - (h) August: 2
 - (i) September: 2
 - (j) October: 4
 - (k) November: 5
 - (l) December: 7
- G. Article 15 Payments and Completion
- 1. 15.3 Applications for Payment
 - a. Add the following sentence to Section 15.3.1:
 - 1) The form of Application for Payment, duly notarized, shall be a current authorized edition of AIA Document G702™–1992, Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703™–1992, Continuation Sheet.
 - 2. 15.5 Progress Payments
 - 3. Add the following Sections 15.5.5 through 15.5.11 to Section 15.5:
 - a. The Owner will withhold five percent (5%) of the work's dollar value completed throughout the contract term.

- b. If requested by the general contractor, the Owner shall enter into an interest bearing deposit agreement with any depository designated by the general contractor, after notice to the surety, to provide an agent for the custodial care and servicing of any deposits placed with it pursuant to this act on any contract of more than fifty thousand dollars (\$50,000.00) pursuant to Wyo. Stat. § 16-6-704. Interest income will be paid to the successful bidder as collected or as otherwise instructed by the successful bidder. All expenses incurred for this service will be charged to the successful bidder and deducted from payments due and retained funds.
 - c. If the Owner finds that satisfactory progress is being made in all phases of the contract it may, upon written request by the contractor, authorize payment from the withheld percentage. Before the payment is made, the public entity shall determine that satisfactory and substantial reasons exist for the payment and shall require written approval from any surety furnishing bonds for the contract work in accordance with Wyo. Stat. § 16-6-116.
 - d. No payments returning retainage from this fund will be made until the Owner has determined that satisfactory and substantial reasons exist for the payment, and the required Certificate of Completion; Affidavit of Release of Liens; Contractor's Final Waiver of Liens; Sub-Contractor's Final Waiver of Liens; Consent of Surety for final payment; Sworn Statement for Final Payment Pursuant to Wyo. Stat. § 16-6-116 and § 16-6-117; and Architect's Certificate of Completion have all been received by the Owner, and all the items on the punch list have been completed.
 - 4. 15.6 Substantial Completion
 - a. Add the following Section 15.6.2.1 to Section 15.6.2:
 - 1) 15.6.2.1 Except with the consent of the Owner, the Architect will perform no more than one (1) inspection to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections.
 - 5. 15.7 Final Completion and Final Payment
 - a. Modify Section 15.7.1 as follows:
 - 1) 15.7.1 Upon receipt of a copy of the Punch List with each item initialed by the Contractor indicating his personal verification of completion or correction of that item, and a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the contract fully performed, the Architect will promptly issue a final Certificate for Payment.
 - b. Add the following Section 15.7.1.1 to Section 15.7.1:
 - 1) 15.7.1.1 Except with the consent of the Owner, the Architect will perform no more than one (1) inspection to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections.
 - c. Add the following Section 15.7.5 to Section 15.7:
 - 1) 15.7.5 The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages, not a penalty, for each calendar day of delay after the date established for Substantial Completion in the Contract Documents until the Work is substantially complete:
 - (a) One Thousand Dollars (\$500.00)
 - d. Add the following Section 15.7.6 to Section 15.7:
 - 1) 15.7.6 The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages, not a penalty, for each calendar day of delay after the date established in the Certificate of Substantial Completion for completion of Punch List items, until the Work is complete:
 - 2) Five Hundred Dollars (\$500.00)
- H. ARTICLE 17: Insurance and Bonds
 - 1. 17.1.2 The limits for Commercial General Liability insurance including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual

Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards) shall be as follows:

- a. \$ 1,000,000.00 Each Occurrence
 - b. \$ 1,000,000.00 Personal and Advertising Injury
 - c. \$ 2,000,000.00 General Aggregate
 - d. \$ 2,000,000.00 Products - Completed Operations Aggregate
 - e. .1 The policy shall be endorsed to have the General Aggregate apply to this Project only.
 - f. .3 Products and Completed Operations insurance shall be maintained for a minimum period of at least two (2) year(s) after either 90 days following Substantial Completion or final payment, whichever is earlier.
2. 17.1.3 The limit for Automobile Liability insurance (owned, non-owned and hired vehicles) for bodily injury and property damage shall be as follows:
 - a. \$ 1,000,000.00 Each Accident
 3. 17.1.6 The limit for Employers' Liability insurance shall be as follows:
 - a. \$ 500,000.00 Each Accident
 - b. \$ 500,000.00 Disease - Each Employee
 - c. \$ 500,000.00 Disease - Policy Limit
 4. Delete Section 17.1.7
 5. Delete Section 17.1.8
 6. Delete Section 17.1.9
 7. Add the following to Section 17.1.10.1 to Section 17.10.1:
 - a. If this insurance is written on a Commercial General Liability policy form, the certificates shall be ACORD form 25, completed and supplemented in accordance with AIA Document G715™–2017, Instruction Sheet and Supplemental Attachment for ACORD Certificate of Insurance 25.
 8. Add the following to Sections 17.1.14.1, 17.1.14.2 and 17.1.14.3 to Section 17.1.14 Other Insurance Provided by the Contractor:
 - a. 17.1.14.1 The Contractor shall at the Contractor's own expense provide insurance coverage for materials stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the Work in transit until such materials are permanently attached to the Work.
 - b. 17.1.14.2 The insurance required by Section 17.1 is not intended to cover machinery, tools or equipment owned or rented by the Contractor that are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment.
 - c. 17.1.14.3 Modify the first sentence of Section 5.2 as follows: "The contractor shall provide property insurance." Add the following sentences:
 - 1) If the Owner is damaged by the failure of the Contractor to purchase and maintain such insurance without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs attributable thereto.
 9. Add the following to Sections 17.1.14.4 to Section 17.1.14 Other Insurance Provided by the Contractor:
 - a. 17.1.14.4 Property Insurance
 - 1) 17.1.14.4.1 The Contractor shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Contractor's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.1.14.4.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors,

and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

- 2) 17.1.14.4.2 Unless the parties agree otherwise, upon Substantial Completion, and proof by the Owner of permanent property insurance, the Contractor may terminate the insurance required by Section 17.1.14.4.1.
 - 3) 17.1.14.4.3 If the insurance required by this Section 17.14.4 is subject to deductibles or self-insured retentions, the Contractor shall be responsible for all loss not covered because of such deductibles or retentions.
10. Add the following to Section 17.3 Performance Bond and Payment Bond:
- a. 17.3.3 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to One Hundred percent (100%) of the Contract Sum.
 - 1) 17.3.3.2 The Contractor shall deliver the required bonds to the Owner not later than the date given in Section 00 3100 - Available Project Information for 'Contractor's Post Bid Submittals Due On Or Before'.
 - 2) 17.3.3.3 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.
- I. ARTICLE 18: Correction of Work
1. Add the following Section 18.2.1 to Article 18.2.
 - a. 18.2.1 Upon request by the Owner and prior to the expiration of one year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.
- J. ARTICLE 19: Miscellaneous Provisions
1. Add the following sections:
 - a. 19.7 Governmental Immunity
 - 1) The Owner and its officials and employees do not waive governmental immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as Governmental Entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable laws. Further, the Owner fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract, or any other theory of law, based on this Agreement. The Owner does waive its governmental immunities solely for the enforcement of the terms and conditions of this Agreement.
 - b. 19.8 Force Majeure
 - 1) The performance of the Agreement by either party shall be subject to force majeure including, but not limited to, acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including, but not limited to, the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the performance required by this Agreement. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.
 - c. 19.9 Value Engineering
 - 1) A Value Engineering Proposal ("VEP") is a creative proposal initiated by the Contractor to amend the Contract to use an alternate method, design, material, or similar element, to reduce the project's cost or improve its outcome for both the Owner and the Contractor's benefit.
 - 2) The Contractor may submit a VEP for consideration by the Owner after the Owner awards the contract. The Contractor shall submit a VEP in accordance with the

procedure outlined in the current edition of the Wyoming Department of Transportation Standard Specifications for Road and Bridge Construction ("WYDOT Standard Specifications for Road and Bridge Construction"), Subsection 104.3.4, "Submitting a VEP".

- 3) The Owner will not consider VEPs that are cost reductions resulting from corrections to design errors; that are inconsistent with the Owner's design policies and criteria for the project; or that may require excessive time or cost for review.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 00 7300