

September 29, 2021
CITY OF LARAMIE, WYOMING
Bid Contract
Unit 376 Backhoe with Trade-In
Public Works Department/Utility Division

To: The Mayor and City Council
City of Laramie
406 Ivinson Avenue
P.O. Box C
Laramie, Wyoming 82073

The undersigned bidder, having examined the Specifications for the materials and/or equipment hereto attached or referenced, together with any and all Addenda thereto, and being acquainted with and fully understanding the requirements, stipulations, provisions, and conditions thereof, proposes and agrees to enter into and perform this Contract and to furnish the materials and/or equipment therein set forth in strict accordance with the Specifications for the following prices shown.

Description	Unit Cost	Total Cost
Item 1:		
Unit 376 Backhoe with Trade-In.		\$ <u>142,950.00</u>
Year <u>2022</u> Make <u>Caterpillar</u> Model <u>420XE</u>		
Item Trade:		
be Unit 384 a 2008 John Deere 310SJ Backhoe Loader, VIN T0310SJ165975, with approximately 4600 hours. Unit will be traded with a loader bucket and backhoe bucket. Trade is "as is" with no warranty		\$ <u>25,500.00</u>
Alternate Options:		
Add Alternate 1: Computer Diagnostics		\$ <u>2,423.00</u>
Add Alternate 2: Hoe mounted jackhammer		\$ <u>9,790.00</u>
Add Alternate 3: Hoe mounted tamping plate		\$ <u>Not Selected</u>
Net		\$ <u>129,663.00</u>

All paperwork for title and license plates shall be provided to the Fleet Division with each unit when it is delivered. All paperwork will be made out to "City of Laramie".

If awarded the Contract, the undersigned hereby agrees to furnish the necessary performance guarantee within thirty (30) days of receipt of the Notice of Award of said Contract, and to furnish and deliver all items, or render service as required, at the price set opposite each item within two hundred sixty (260) calendar days from receipt of order.
(words)

The City of Laramie may assess liquidated damages if the unit is delivered after the above date. Liquidated damages will be \$30.00 per day.

The undersigned has checked carefully all the above figures and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Enclosed is the required bid guarantee in the form of a bid bond or cashier's check to pay penalty in the amount of seven thousand DOLLARS, drawn in favor of the City of Laramie. Said bid guarantee is given as a guarantee that the bidder will agree to fulfill the requirements of the attached specifications, if awarded the Contract, and the amount thereof represents the agreed liquidated damages that the City of Laramie will sustain if the bidder fails or refuses to enter into said Contract, in which event the said security shall be immediately forfeited to and become the property of the City of Laramie, Wyoming, and retained by it as payment of said liquidated damages and not as penalty.

The undersigned agrees that the City has the right to hold all bids received for a period of thirty (30) days after date of opening thereof.

The City of Laramie reserves the right to reject any and/or all bids; to waive any irregularity in the bids; and, unless otherwise specified by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit prices will govern.

Wyoming Machinery Company
(Name of Bidder)

By Jeff Baynard

Title Territory Sales Representative

Address 7819 Hutchins Dr.

Cheyenne, WY 82007

Telephone # (307) 631-9066

Signature Jeff Baynard

Dated this 5th day of October, 2021

The above signed Bidder hereby acknowledges receipt of _____ addenda to these specifications before the time of the submittal of the Bid.

This Bid Contract is hereby accepted and approved by the City of Laramie, Wyoming.

BY: _____
Paul Weaver, Mayor and President of the
Laramie City Council

Attest: _____
Nancy Bartholomew, City Clerk