



April 6, 2022

City of Missoula
Attn: Andy Schultz, P.E.
City Engineer for Utilities
1345 West Broadway
Missoula, MT 59802

sent via email:
SchultzA@ci.missoula.mt.us

RE: South 3rd Street West (Orange to Myrtle) Water Main Replacement Project
City Project #2020-042, EQ #21-1966
Bid Results & Award Recommendation

Dear Andy,

As a summary, the bids for the above project were due electronically via the QuestCDN bidding site on April 5th, 2022, at 3:00 p.m. (local MT time), and then opened online through the QuestCDN site by Missoula City Clerk, Marty Rehbein. At the time of bid opening, two (2) electronic bids were received, from Western Excavating and Knife River. Both bids were reviewed and considered responsive by the City Clerk at that time. IMEG then conducted an additional and more thorough review of the electronic bids to confirm the responsiveness of the bidders. Of the submitted bids, both contractors did submit the City of Missoula Apprenticeship Form with their Bid Form in order to apply for the bidder's preference.

We have reviewed the submitted bids for completeness and accuracy including the unit prices, total bid price, and the application of the apprenticeship bidder's preference (for bid evaluation only). A review of the Bid Form completeness was conducted. All contractors acknowledged the one (1) addendum, listed three (3) projects of similar complexity, listed ACI technician information, completed the Bid Form, completed the Debarment Certification form, and provided unit prices and totals for all items and schedules through the QuestCDN website.

Note that as part of bidding for this project, there was both a base bid (Schedule A) and a bid alternative (Schedule B) for the boring of specific water services along the project. In total, there are potentially six (6) services related to the bid alternative that could have services bored into the property owner's yard to avoid boulevard trees. This bid alternative (Schedule B) would be an additional cost beyond the base bid (Schedule A).

After our thorough review, it has been determined that Mytty Excavating Inc. dba Western Excavating is the apparent lowest responsive bidder for both the base bid and if the bid alternative is awarded. This lowest responsive bidding contractor did apply for the Bidder's Apprenticeship Preference, even though they were the lowest responsive bidder anyways. See attached for a Bid Tabulation including both contractors' bid costs and the engineer's estimated cost for both the Base Bid (Schedule A) and the Bid Alternative (Schedule B).

After discussion with you, we recommend award to the lowest responsive bidder Mytty Excavating Inc. dba Western Excavating for the base bid (Schedule A) at a bid cost of \$510,859.00 for the above-mentioned project.

Please see the included enclosures that are both for your records and are required to be provided to DEQ for the DWSRF loan program to receive Authorization to Award in the future:

- Certified Bid Tabulation
- Bid Form, Bid Bond, Debarment Certification Form – Western Excavating
- Bid Form, Bid Bond, Debarment Certification Form – Knife River

If you have any questions, comments, or concerns, please feel free to contact us at (406) 721-0142 or at Andrew.J.Mill@imegcorp.com / Cory.S.Davis@imegcorp.com.

Sincerely,
IMEG Corp.



Andrew Mill, P.E.

IMEG Corp.



Cory Davis, P.E.

Enclosures: As noted above

C. Scan & File (w/ enclosures)

\\files\Active\Projects\2020\20004395.00\Construction\5_Bidding\3_Bid Tabs & Award\ltr.2022-04-06.CityMsla.Bid Results & Recommendation.S 3rd St W (Orange to Myrtle) Water Main.docx



BID TABULATION

City of Missoula - South 3rd Street West (Orange to Myrtle) Water Main Replacement

Bid Due & Opening Date: 4/5/2022 @ 3:00 p.m. (local MT time)

City of Missoula Project# 2020-042

IMEG Project# 20004395.00

					Engineer Estimate		Western Excavating		Knife River			
Line Item	Item Code	Description	U/M	Qty.	Unit Price		Total		Unit Price	Total	Unit Price	Total
SCHEDULE A: WATER MAIN REPLACEMENT												
A1	A1	Miscellaneous Work	EA	25,000	\$	1.00	\$	25,000.00	\$	1.00	\$	25,000.00
A2	A2	Permits (Excavation New Water Main per City of Missoula)	LS	1	\$	4,306.00	\$	4,306.00	\$	4,306.00	\$	4,306.00
A3	A3	Water Service Repair Permit(s) (per City of Missoula)	EA	41	\$	269.00	\$	11,029.00	\$	269.00	\$	11,029.00
A4	A4	Mobilization / Demobilization	LS	1	\$	25,000.00	\$	25,000.00	\$	10,000.00	\$	10,000.00
A5	A5	Construction Traffic Control (MPWSS 01570 & City of Missoula)	LS	1	\$	10,000.00	\$	10,000.00	\$	18,000.00	\$	18,000.00
A6	A6	Erosion Control & Compliance	LS	1	\$	5,000.00	\$	5,000.00	\$	12,000.00	\$	12,000.00
A7	A7	Testing and Start Up (including any/all temporary blowoffs and/or air reliefs)	LS	1	\$	5,000.00	\$	5,000.00	\$	7,500.00	\$	7,500.00
A8	A8	8" Class 350 D.I.P. Water Main	LF	1,037	\$	100.00	\$	103,700.00	\$	82.00	\$	85,034.00
A9	A9	8" Gate Valve and Valve Box	EA	5	\$	1,800.00	\$	9,000.00	\$	2,950.00	\$	14,750.00
A10	A10	8" x 6" Reducer/Inceaser	EA	1	\$	800.00	\$	800.00	\$	600.00	\$	600.00
A11	A11	8" x 8" x 8" Tee	EA	2	\$	1,500.00	\$	3,000.00	\$	2,790.00	\$	5,580.00
A12	A12	8" Bend (Any Angle)	EA	3	\$	800.00	\$	2,400.00	\$	700.00	\$	2,100.00
A13	A13	Connection to Existing 8" Water Main(s) (at Chestnut & Hazel Streets)	EA	3	\$	2,500.00	\$	7,500.00	\$	3,685.00	\$	11,055.00
A14	A14	Connection to Existing 6" Water Main(s) (includes any pups of 6" D.I.P.)	EA	1	\$	3,000.00	\$	3,000.00	\$	2,450.00	\$	2,450.00
A15	A15	Cut and/or Cap Existing 6" Water Main(s)	EA	1	\$	700.00	\$	700.00	\$	550.00	\$	550.00
A16	A16	Cut and/or Cap Existing 8" Water Main(s)	EA	3	\$	700.00	\$	2,100.00	\$	650.00	\$	1,950.00
A17	A17	8" x 8" x 6" Tee	EA	2	\$	1,200.00	\$	2,400.00	\$	1,300.00	\$	2,600.00
A18	A18	6" Gate Valve and Valve Box	EA	2	\$	1,400.00	\$	2,800.00	\$	2,000.00	\$	4,000.00
A19	A19	6" Class 350 D.I.P. Hydrant Line Pipe	LF	22	\$	80.00	\$	1,760.00	\$	140.00	\$	3,080.00
A20	A20	New Fire Hydrant Assembly (including Storz Adapter)	EA	1	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00
A21	A21	Existing Fire Hydrant Re-Connection to New Main (includes bends and fittings)	LS	1	\$	4,500.00	\$	4,500.00	\$	2,750.00	\$	2,750.00
A22	A22	8" x 8" x 4" Tee for Service	EA	1	\$	1,100.00	\$	1,100.00	\$	1,000.00	\$	1,000.00
A23	A23	4" Gate Valve and Valve Box	EA	1	\$	1,300.00	\$	1,300.00	\$	1,800.00	\$	1,800.00
A24	A24	4" Class 350 D.I.P. Water Service Lines	LF	12	\$	80.00	\$	960.00	\$	150.00	\$	1,800.00
A25	A25	Connection to Existing 4" Water Service Lines (including all bends and fittings)	EA	1	\$	2,000.00	\$	2,000.00	\$	1,275.00	\$	1,275.00

BID TABULATION

City of Missoula - South 3rd Street West (Orange to Myrtle) Water Main Replacement

Bid Due & Opening Date: 4/5/2022 @ 3:00 p.m. (local MT time)

City of Missoula Project# 2020-042

IMEG Project# 20004395.00

Line Item	Item Code	Description	U/M	Qty.	Engineer Estimate		Western Excavating		Knife River	
					Unit Price	Total	Unit Price	Total	Unit Price	Total
A26	A26	2" or Smaller Tapping Saddle for 8" Water Main	EA	40	\$ 100.00	\$ 4,000.00	\$ 90.00	\$ 3,600.00	\$ 100.00	\$ 4,000.00
A27	A27	2" or Smaller Corporation Stop	EA	40	\$ 150.00	\$ 6,000.00	\$ 165.00	\$ 6,600.00	\$ 190.00	\$ 7,600.00
A28	A28	Labor for Making 2" or Smaller Service Tap(s)	EA	40	\$ 250.00	\$ 10,000.00	\$ 65.00	\$ 2,600.00	\$ 230.00	\$ 9,200.00
A29	A29	Connection to Existing 2" or Smaller Water Service Lines	EA	40	\$ 400.00	\$ 16,000.00	\$ 560.00	\$ 22,400.00	\$ 390.00	\$ 15,600.00
A30	A30	1" SIDR7 HDPE Water Service Lines (Open-Trench)	LF	1,088	\$ 70.00	\$ 76,160.00	\$ 45.00	\$ 48,960.00	\$ 100.00	\$ 108,800.00
A31	A31	2" SIDR7 HDPE Water Service Lines	LF	36	\$ 95.00	\$ 3,420.00	\$ 160.00	\$ 5,760.00	\$ 120.00	\$ 4,320.00
A32	A32	Curb Stops and Boxes	EA	40	\$ 400.00	\$ 16,000.00	\$ 675.00	\$ 27,000.00	\$ 1,300.00	\$ 52,000.00
A33	A33	Meter Pit - 15" Diameter (for 3/4" Meters) (per STD-404)	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 2,500.00	\$ 5,000.00	\$ 2,400.00	\$ 4,800.00
A34	A34	Flowable Fill	LF	74	\$ 120.00	\$ 8,880.00	\$ 75.00	\$ 5,550.00	\$ 170.00	\$ 12,580.00
A35	A35	Blueboard Insulation	LF	74	\$ 10.00	\$ 740.00	\$ 25.00	\$ 1,850.00	\$ 14.00	\$ 1,036.00
A36	A36	Abandon Existing Valve and/or Remove & Dispose of Existing Valve	EA	6	\$ 500.00	\$ 3,000.00	\$ 1,250.00	\$ 7,500.00	\$ 290.00	\$ 1,740.00
A37	A37	Asphalt Cushion & Backfill Replacements (per City of Missoula)	LF	1,767	\$ 35.00	\$ 61,845.00	\$ 28.00	\$ 49,476.00	\$ 38.00	\$ 67,146.00
A38	A38	3" Asphalt Pave Back & Asphalt Restoration (per City of Missoula)	LF	1,767	\$ 35.00	\$ 61,845.00	\$ 42.00	\$ 74,214.00	\$ 35.00	\$ 61,845.00
A39	A39	Tree Removal & Disposal	EA	4	\$ 1,500.00	\$ 6,000.00	\$ 785.00	\$ 3,140.00	\$ 1,900.00	\$ 7,600.00
A40	A40	Storm Line/Pipe Abandonment at Crossings (if encountered at Hazel & Chestnut)	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 1,900.00	\$ 3,800.00	\$ 890.00	\$ 1,780.00
A41	A41	New Drywell Sump with Curb Inlet & Abandonment of Existing Sump	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 8,200.00	\$ 8,200.00	\$ 3,800.00	\$ 3,800.00
Subtotal, SCHEDULE A						\$ 525,245.00		\$ 510,859.00		\$ 714,462.00
SCHEDULE B: BID ALTERNATIVE										
B1	B1	1" SIDR7 HDPE Water Service Lines (Bored)	LF	245	\$ 130.00	\$ 31,850.00	\$ 250.00	\$ 61,250.00	\$ 120.00	\$ 29,400.00
Subtotal, SCHEDULE B						\$ 31,850.00		\$ 61,250.00		\$ 29,400.00
BID TAB SUMMARY										
					Engineer Estimate		Western Excavating		Knife River	
TOTAL BID COST of SCHEDULES: A					\$ 525,245.00		\$ 510,859.00		\$ 714,462.00	
TOTAL BID COST of SCHEDULES: A+B					\$ 557,095.00		\$ 572,109.00		\$ 743,862.00	

BID TABULATION

City of Missoula - South 3rd Street West (Orange to Myrtle) Water Main Replacement

Bid Due & Opening Date: 4/5/2022 @ 3:00 p.m. (local MT time)

City of Missoula Project# 2020-042

IMEG Project# 20004395.00

					Engineer Estimate		Western Excavating		Knife River	
Line Item	Item Code	Description	U/M	Qty.	Unit Price	Total	Unit Price	Total	Unit Price	Total
APPRENTICESHIP BIDDER'S PREFERENCE										
					Engineer Estimate		Western Excavating		Knife River	
APPLIED FOR CITY OF MISSOULA APPRENTICESHIP BIDDER'S PREFERENCE?					N/A		YES		YES	
OPTION A: BASE BID (SCHEDULE A)										
PREFERENCE VALUE (AT 5% OF BID)					N/A		\$ 25,542.95		\$ 35,723.10	
BID VALUE WITH PREFERENCE APPLIED (FOR EVALUATION ONLY)					\$ 525,245.00		\$ 485,316.05		\$ 678,738.90	
OPTION B: BASE BID + BID ALTERNATIVE (SCHEDULE A + B)										
PREFERENCE VALUE (AT 5% OF BID)					N/A		\$ 28,605.45		\$ 37,193.10	
BID VALUE WITH PREFERENCE APPLIED (FOR EVALUATION ONLY)					\$ 557,095.00		\$ 543,503.55		\$ 706,668.90	



SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

South 3rd Street West (Orange to Myrtle) Water Main Replacement Project
(Name of Project)

South 3rd Street West from Orange Street to Myrtle Street in Missoula, MT
(Location)

As described in the Invitation to Bid.

CONTRACT IDENTIFICATION AND NUMBER:

Missoula Water – South 3rd Street West (Orange to Myrtle) Water Main Replacement Project
Owner Project Number: 2020-042
Engineer Project Number: 20004395.00

THIS BID SUBMITTED TO:

City of Missoula – City Clerk
(Organization)

435 Ryman Street
(Street; P.O. Box)

Missoula
(City)

Montana
(State)

59802
(Zip Code)

ARTICLE 1 – CONTRACT

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid, and Instructions to Bidders, including without limitations those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Description</u>
<u>1</u>	<u>3-31-22</u>	
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

B. Bidder has visited the Site and has become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Special Provisions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazard Environmental Condition, if any, which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the prices) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder further certifies that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

The Bidder certifies that no official of the Owner, Engineer or any member of such officials' immediate family, has direct or indirect interest in the pecuniary profits or Contracts of the Bidder.

ARTICLE 5 – BASIS OF BID

5.01 The Bidder will complete the Work in accordance with the Contract Documents and the provisions below for the prices as shown on the attached Bid Schedule Sheet.

A. Unit Prices have been computed in accordance with paragraph 11.03. of the General

Conditions.

B. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

C. The undersigned agrees that the unit prices shall govern in checking the Bid, and should a discrepancy exist in the Total Estimated Price and Total Amount of Unit Prices Bid as listed on the attached Bid Sheet after extensions are checked and corrections made, if any, the Total Amount of Unit Prices Bid as corrected shall be used in awarding this Contract.

D. The OWNER reserves the right to reject any or all bids.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

ARTICLE 7 – BID DOCUMENTS

7.01 The following documents are attached to and made a condition of the Bid:

A. Required Bid security in the amount of 10% of the maximum Bid price including alternates, if any, and in the form of a Bid Bond, or other form of Bid Security as identified in the Instructions To Bidders.

B. AGENCY required certifications. (Refer to Special Provisions, for AGENCY certifications and requirements.)

C. Any requirements per Special Provisions, including: (1) tabulation of Subcontractors, Suppliers, and others; (2) individuals and entities required to be identified in this Bid; (3) required Bidder qualifications statement with supporting data; and,

D. City of Missoula Apprenticeship Bidder's Preference Application Form.

ARTICLE 8 – CITY OF MISSOULA APPRENTICESHIP BIDDER'S PREFERENCE PROGRAM

8.01 The City of Missoula will award a 5% bidding preference (with a total value of preference not to exceed \$100,000) on projects estimated to exceed \$500,000 for bidders that do the following:

A. Claim preference and furnish written proof of being a party to a State approved apprenticeship training program for each apprenticeable trade the bidder will employ to construct the project; and

B. Provide evidence of their willingness to contractually commit to an apprentice utilization requirement stating at least 10% of all labor hours on the construction project site will be comprised of registered apprentices who are registered with a Montana state-approved apprenticeship training program; and

C. Provide the estimated total number of construction job site labor hours and the total number of apprenticeship hours for the project.

The lowest responsible total bid, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria or exceptions to this policy. The contract

amount awarded shall be the amount of the bid submitted, exclusive of the bidding preference.

All contractors and subcontractors applying for this bidder's preference must retain certified payroll reports on at least a monthly basis, certifying the names of all workers performing labor hours, their trade, hours worked, with designations for journey level workers or apprentices or other. Certified payroll reports provided are subject to review and inspection by the City of Missoula and/or its agents for compliance.

The failure by a contractor awarded an apprenticeship bidder's preference to comply with the City of Missoula and State of Montana registered apprentice regulations is a breach of contract for which the City is entitled to all remedies, including liquidated damages and temporary or permanent cessation of work allowed by law and under the contract. Failure to comply with all federal, state or municipal apprentice utilization requirements is evidence bearing on a contractor's qualification for award of future contracts.

ARTICLE 9 – BID SUBMITTAL

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

SUBMITTED on April 5, 2022
(Date) (Year)

Montana Contractor's Registration # 11305

Employer's Tax ID No. 20-1686509

Bidder Qualifications (per Article 3 of Instructions to Bidders):

Contractor or their Superintendent
Contractor or Superintendent's Name: Cody Garrick

Project name and details (location, size of main, length of main) of three (3) projects with similar scope and complexity completed in the last 5 years:

1) Project Name: 3rd St West Water Main Replacement & Myrtle Connection

Location: 3rd St, Missoula, MT Date Complete: May 2021

Description (main size, type, length, etc.): 8" DIP

Project Owner Contact: Logan McLinnis Phone Number: (406) 552-6766

2) Project Name: Spruce St. & South Ave Water Main

Location: Spruce St & South Ave, Missoula Date Complete: Aug. 2019

Description (main size, type, and length): 12" & 6" DIP

Project Owner Contact: Logan McLinnis Phone Number: (406) 552-6766

3) Project Name: 4th, Howell, & 2nd St. Water Main

Location: 4th, Howell, 2nd St. Missoula Date Complete: Sept. 2018

Description (main size, type, and length): 12" & 8" DIP

Project Owner Contact: Logan McInnis Phone Number: (406) 552-6766

For Projects including any concrete curb/gutter and/or sidewalk construction (otherwise enter N/A):

Name(s) of current ACI Certified Concrete Flatwork Technician for Project: Rob Stickney
*minimum of one (1) required

ACI Concrete Flatwork Technician Certification ID#: 01321058

Name(s) of current ACI Certified Flatwork Technician for project: _____

ACI Concrete Flatwork Technician Certification ID#: _____

If BIDDER is:

A Corporation

Name: Mytty Excavating, Inc dba Western Excavating
(Corporation Name)

State of Incorporation: Montana

Type (General Business, Professional, Service, Limited Liability): general business

By: [Signature]
(Signature of person authorized to sign)

Title: Vice President

Attest: [Signature]
(Signature)

Business Address: Po Box 4746
Missoula, MT 59806

Phone No.: 728-1400 FAX No: 542-3639

Date of Qualification To Do Business [in Montana] Is: 9/28/04



An Individual

Name: _____
(Name typed or printed)

By: _____
(Individual's Signature)

Doing business as: _____

Business Address: _____

Phone No.: _____ FAX No: _____

A Partnership

Name: _____
(Partnership Name)

By: _____
(Signature)

(Name, typed or printed)

Business Address: _____

Phone No.: _____ FAX No: _____

A Joint Venture (Each Joint Venture must sign)

Joint Venturer Name: _____
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ FAX No: _____

Joint Venturer Name: _____
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ FAX No: _____

Address of Joint Venture for Receipt of Official Communication:

Address: _____

Phone No.: _____ FAX No: _____

(Each Joint Venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION

APPRENTICESHIP BIDDER'S PREFERENCE APPLICATION FORM

Project Name:
Estimated Percentage of Apprentices Hours
to Total Labor Hours:

South 3rd Street West (Orange to Myrtle)
Water Main
12%



Table 1

Contractor or Sub-contractor	MT Apprentice Program Number	Apprenticeable Trades	Total Estimated Labor Hours	Estimated Apprentice Labor Hours	Percentage of Apprentices Hours to Total Labor Hours
Western Excavating	2019-MT 74214	Construction Labor 47-2061.00	2532	430	17%

Table 2

Contractor or Sub-contractor	Apprentice Employee Name	Date of Hire	Date Enrolled in Apprentices Program	Length of Apprentices Program
Western Excavating	To be Determined			

(By signing and submitting this application form, the Contractor agrees to comply with the City's apprenticeship program requirements.)

Signature of General Contractor

[Signature]

Date

4-5-22

PENAL SUM FORM

BID BOND

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

BIDDER (Name and Address):

Mytty Excavating, Inc. DBA Western Excavating
PO Box 4746
Missoula, MT 59806-4746

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

Berkley Insurance Company
475 Steamboat Rd
Greenwich, CT 06830

OWNER (Name and Address):

City of Missoula
435 Ryman Street
Missoula, MT 59802

BID

Bid Due Date: April 5, 2022

Project as described in the Invitation to Bid:

South 3rd Street West (Orange to Myrtle) Water Main Replacement Project
City Project No. 2020-042

BOND

Bond Number: Bid Bond

Date (Not later than Bid due date): March 30, 2022

Penal sum Ten Percent of Amount Bid 10%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(SEAL)

Mytty Excavating, Inc. DBA Western Excavating
Bidder's Name and Corporate Seal

Berkley Insurance Company
Surety's Name and Corporate Seal

By: 
Signature and Title

By: 
Signature and Title Brandi Davis Attorney in Fact

Attest: 
Signature and Title Operations Manager

Attest: 
Signature and Title Naomi Gerber Witness

Note: Above addresses are to be used for giving required notice.

PENAL SUM FORM

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

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

No. BI-SurePath-a

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Brandi Davis

Surety Bond No.: Bid Bond
Principal: Mytty Excavating, Inc. DBA Western Excavating
Obligee: City of Missoula
Amount of Bond: See Bond Form

PayneWest Insurance, Inc.
Missoula, MT

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25th day of July, 2019.

Attest:

By Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

) ss:

Sworn to before me, a Notary Public in the State of Connecticut, this 25th day of July, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundracken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 30th day of March, 2022.

(Seal)



Vincent P. Forte
Vincent P. Forte

City of Missoula - South 3rd Street West
(Orange to Myrtle) Water Main Replacement

EQ# 21-1966

SRF Project Number

United States Environmental Protection Agency
Washington, DC 20460

**Certification Regarding Debarment, Suspension, and
Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Riley Mytty, Vice President

Typed Name & Title of Authorized Representative



Signature of Authorized Representative

3-31-22

Date

_____ I am unable to certify to the above statements. My explanation is attached.

B. Bidder has visited the Site and has become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Special Provisions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazard Environmental Condition, if any, which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the prices bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder further certifies that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

The Bidder certifies that no official of the Owner, Engineer or any member of such officials’ immediate family, has direct or indirect interest in the pecuniary profits or Contracts of the Bidder.

ARTICLE 5 – BASIS OF BID

5.01 The Bidder will complete the Work in accordance with the Contract Documents and the provisions below for the prices as shown on the attached Bid Schedule Sheet.

A. Unit Prices have been computed in accordance with paragraph 11.03. of the General

Conditions.

B. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

C. The undersigned agrees that the unit prices shall govern in checking the Bid, and should a discrepancy exist in the Total Estimated Price and Total Amount of Unit Prices Bid as listed on the attached Bid Sheet after extensions are checked and corrections made, if any, the Total Amount of Unit Prices Bid as corrected shall be used in awarding this Contract.

D. The OWNER reserves the right to reject any or all bids.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

ARTICLE 7 – BID DOCUMENTS

7.01 The following documents are attached to and made a condition of the Bid:

A. Required Bid security in the amount of 10% of the maximum Bid price including alternates, if any, and in the form of a Bid Bond, or other form of Bid Security as identified in the Instructions To Bidders.

B. AGENCY required certifications. (Refer to Special Provisions, for AGENCY certifications and requirements.)

C. Any requirements per Special Provisions, including: (1) tabulation of Subcontractors, Suppliers, and others; (2) individuals and entities required to be identified in this Bid; (3) required Bidder qualifications statement with supporting data; and,

D. City of Missoula Apprenticeship Bidder's Preference Application Form.

ARTICLE 8 – CITY OF MISSOULA APPRENTICESHIP BIDDER'S PREFERENCE PROGRAM See attached.

8.01 The City of Missoula will award a 5% bidding preference (with a total value of preference not to exceed \$100,000) on projects estimated to exceed \$500,000 for bidders that do the following:

A. Claim preference and furnish written proof of being a party to a State approved apprenticeship training program for each apprenticeable trade the bidder will employ to construct the project; and

B. Provide evidence of their willingness to contractually commit to an apprentice utilization requirement stating at least 10% of all labor hours on the construction project site will be comprised of registered apprentices who are registered with a Montana state-approved apprenticeship training program; and

C. Provide the estimated total number of construction job site labor hours and the total number of apprenticeship hours for the project.

The lowest responsible total bid, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria or exceptions to this policy. The contract

amount awarded shall be the amount of the bid submitted, exclusive of the bidding preference.

All contractors and subcontractors applying for this bidder's preference must retain certified payroll reports on at least a monthly basis, certifying the names of all workers performing labor hours, their trade, hours worked, with designations for journey level workers or apprentices or other. Certified payroll reports provided are subject to review and inspection by the City of Missoula and/or its agents for compliance.

The failure by a contractor awarded an apprenticeship bidder's preference to comply with the City of Missoula and State of Montana registered apprentice regulations is a breach of contract for which the City is entitled to all remedies, including liquidated damages and temporary or permanent cessation of work allowed by law and under the contract. Failure to comply with all federal, state or municipal apprentice utilization requirements is evidence bearing on a contractor's qualification for award of future contracts.

ARTICLE 9 – BID SUBMITTAL

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

SUBMITTED on 04/05/2022, _____
(Date) (Year)

Montana Contractor's Registration # 10089

Employer's Tax ID No. 81-0465363

Bidder Qualifications (per Article 3 of Instructions to Bidders):

Contractor or their Superintendent
Contractor or Superintendent's Name: Bob Hadac

Project name and details (location, size of main, length of main) of three (3) projects with similar scope and complexity completed in the last 5 years:

1) Project Name: See attached

Location: _____ Date Complete: _____

Description (main size, type, length, etc.): _____

Project Owner Contact: _____ Phone Number: _____

2) Project Name: _____

Location: _____ Date Complete: _____

Description (main size, type, and length): _____

Project Owner Contact: _____ Phone Number: _____

3) Project Name: _____

Location: _____ Date Complete: _____

Description (main size, type, and length): _____

Project Owner Contact: _____ Phone Number: _____

For Projects including any concrete curb/gutter and/or sidewalk construction (otherwise enter N/A):

Name(s) of current ACI Certified Concrete Flatwork Technician for Project: Kenny Christensen

*minimum of one (1) required

ACI Concrete Flatwork Technician Certification ID#: 01266562

Name(s) of current ACI Certified Flatwork Technician for project: _____

ACI Concrete Flatwork Technician Certification ID#: _____

If BIDDER is:

A Corporation


Name: JTL Group, Inc. d.b.a. Knife River
(Corporation Name)

State of Incorporation: Montana

Type (General Business, Professional, Service, Limited Liability): General Business

By:  Alrick Hale
(Signature of person authorized to sign)

Title: Vice President

Attest:  Justin Hubbard
(Signature)

Business Address: 4800 Wilkie St

Missoula, MT 59808

Phone No.: (406) 532-5250 FAX No.: (406) 532-5200

Date of Qualification To Do Business [in Montana] Is: 1990



(Corporate Seal)

An Individual

Name: _____
(Name typed or printed)

By: _____
(Individual's Signature)

Doing business as: _____

Business Address: _____

Phone No.: _____ FAX No: _____

A Partnership

Name: _____
(Partnership Name)

By: _____
(Signature)

(Name, typed or printed)

Business Address: _____

Phone No.: _____ FAX No: _____

A Joint Venture (Each Joint Venture must sign)

Joint Venturer Name: _____
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ FAX No: _____

Joint Venturer Name: _____
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ FAX No: _____

Address of Joint Venture for Receipt of Official Communication:

Address: _____

Phone No.: _____ FAX No: _____

(Each Joint Venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION

Recent Project Experience for Bob Hadac

Knife River

Project Name	Size & Length of Water Main	Year	Owner	Engineer or Contractor	Contact Name	Address	Phone
Heron's Landing Phase W1	Water - 8" x 1751', 12" x 694'	2021	Mullan Road Partners	WGM	Dustin Hover	1111 East Broadway Missoula, MT 59802	406.728.4611
Spurgin Ranch Subdivision	Sewer - 2" Force main x 2510' w/ 180' bore under irrigation ditch	2021	Spurgin Ranch LLC.	IMEG	Cory Davis	1817 S. Ave W. Missoula, MT 59801	406.721.0142
Missoula Water - East Pine Water Main Replacement	24" x 748', 12" x 375'	2020	Missoula Water	IMEG	Cory Davis	1817 S. Ave W. Missoula, MT 59801	406.721.0142
Missoula Water - West Pine Water Main Replacement	12" x 924', 68' bore under RR tracks	2020	Missoula Water	WGM Group	Cody Thorson	1111 E Broadway St. Missoula, MT 59802	406.721.4611
Missoula Water - Railroad St Water Main Replacement	12" x 947', 8" x 583'	2019	Missoula Water	Territorial Landworks	Cory Davis	1817 S. Ave W. Missoula, MT 59801	406.721.0142
Garden City Harvest - River Road Water Main Extension	12" x 898'	2019	Missoula Water	Territorial Landworks	Cory Davis	1817 S. Ave W. Missoula, MT 59801	406.721.0142
Missoula Water - Scott St Water Main Extension	12" x 2230'	2018	Missoula Water	Territorial Landworks	Cory Davis	1817 S. Ave W. Missoula, MT 59801	406.721.0142
Missoula Water - Kent Ave Water Main Replacement	8" x 1320'	2018	Missoula Water	Morrison Maierle	Jason Mercer	1 Engineering Pl Helena, MT 59602	406.442.3050
Ranch Club PH 9A	10" x 905' & 8" x 220'	2017	Ranch Club Development	Genesis Engineering	Chris Wasia	204 N. 11th Ave Bozeman, MT 59715	406.581.3319
Kensington Water Main Extension	8" x 285 w/ 10" x 90' bored	2017	Mountain Water	Territorial Landworks	Cory Davis	1817 S. Ave W. Missoula, MT 59801	406.721.0142
MDT-Orange St Roundabout	Water - 8" x 600'	2017	Mountain Water	Territorial Landworks	Cory Davis	1817 S. Ave W. Missoula, MT 59801	406.721.0142
Southgate Mall Theater & Mary Ave PH 1A		2016-2017	Southgate Mall	Langlas & Associates	Chris Barefield	280 E. Front St Missoula, MT 59802	406.215.1356
Southgate Mall Utility Relocation	10" x 684'	2016	Southgate Mall	Langlas & Associates	Chris Barefield	280 E. Front St Missoula, MT 59802	406.215.1356
Gray Wolf Peak Casino		2016-2017	S&K Gaming	Kraus Anderson	Rocky Gillard	430 Oak Grove St Minneapolis, MN 55403	612.709.7085
U of M Champion Center Utility Relocation	12" x 255' & 10" x 261'	2015	University of Montana	WGM Group	Jeff Smith	1111 E Broadway St. Missoula, MT 59802	406.721.4611

APPRENTICESHIP BIDDER'S PREFERENCE APPLICATION FORM

Project Name: Missoula Water - S 3rd St W (O
Estimated Percentage of Apprentice
Hours to Total Labor Hours: 10%



Table 1

Contractor or Sub-contractor	MT Apprentice Program Number	Apprenticeable Trades	Total Estimated Labor Hours	Estimated Apprentice Labor Hours	Percentage of Apprentice Hours to Total Labor Hours
JTL Group, Inc., d.b.a. Knife River	2020-MT-74	Construction Laborer	370	3700	10

Table 2

Contractor or Sub-contractor	Apprentice Employee Name	Date of Hire	Date Enrolled in Apprentice Program	Length of Apprentice Program
JTL Group, Inc., d.b.a. Knife River	Construction Laborer	n/a	n/a	1 year

By signing and submitting this application form, the Contractor agrees to comply with the City's apprenticeship program requirements.

Signature of General Contractor

Date

4/5/22

PENAL SUM FORM

BID BOND

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

BIDDER (Name and Address):

Knife River - Missoula
4800 Wilkie Street
Missoula, MT 59808

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

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER (Name and Address):

**City of Missoula
435 Ryman Street
Missoula, MT 59802**

BID

Bid Due Date: April 5, 2022

Project as described in the Invitation to Bid:

**South 3rd Street West (Orange to Myrtle) Water Main Replacement Project
City Project No. 2020-042**

BOND

Bond Number: Bid Bond

Date (Not later than Bid due date): April 5, 2022

Penal sum	<u>Ten Percent of Amount Bid</u>	<u>10%</u>
	(Words)	(Figures)


Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

(SEAL)

Knife River - Missoula
Bidder's Name and Corporate Seal


By: 
Signature and Title Alrick Hale - Vice President

Attest: 
Signature and Title Justin Hubbard - Estimator/PM

SURETY

(SEAL)

Liberty Mutual Insurance Company
Surety's Name and Corporate Seal

By: 
Signature and Title Heather R. Goedtel, Attorney-in-Fact

Attest: 
Signature and Title Witness

Note: Above addresses are to be used for giving required notice.

PENAL SUM FORM

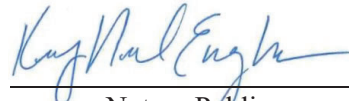
1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of bidder shall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

Surety Acknowledgment

State of Minnesota }
County of Hennepin } ss.

On this 5th day of April 2022, before me personally came Heather R. Goedtel, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Liberty Mutual Insurance Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.





Notary Public



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

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

Certificate No: **8207281-190003**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohlig; Brian D. Carpenter; Craig Olmstead; Erik T. Gunkel; Heather R. Goedel; Irene Nichols; Jessica Hoff; Kelly Nicole Enghausser; Laurie Pflug; Megan Scott; Michelle Halter; Nicole Langer

all of the city of Bloomington state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of February, 2022.



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

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 4th day of February, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

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

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

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

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

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

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of April, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

City of Missoula - South 3rd Street West
(Orange to Myrtle) Water Main Replacement

EQ# 21-1966

SRF Project Number

United States Environmental Protection Agency
Washington, DC 20460

**Certification Regarding Debarment, Suspension, and
Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Alrick Hale, Vice President

Typed Name & Title of Authorized Representative



04/05/2022

Signature of Authorized Representative

Date

_____ I am unable to certify to the above statements. My explanation is attached.