



December 21, 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: URD II Montana Idaho Water and Sidewalk Project – Phase 1
City Project #2021-046, EQ #23-1592
Bid Results & Award Recommendation

Dear Andy,

As a summary, the bids for the above project were due electronically via the QuestCDN bidding site on December 20th, 2022, at 2:00 p.m. (local MT time), and then opened online through the QuestCDN site by City of Missoula Utility Engineer, Andy Schultz. At the time of bid opening, six (6) electronic bids were received from: RLC Enterprise, Grant Creek Excavating, Knife River, 3 Rivers Landworks, J&J Excavating, and JAG Grading and Paving. All six (6) bids were reviewed and considered responsive by the City 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, two (2) contractors – RLC Enterprise, and Knife River– 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) addenda, listed ACI technician information, completed the Bid Form, and provided unit prices and totals for all items and schedules through the QuestCDN website.

After our thorough review, it has been determined that RLC Enterprise, Inc is the apparent lowest responsive bidder. 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 all contractors' bid costs and the engineer's estimated cost for the bid.

After discussion with you, we recommend award to the lowest responsive bidder RLC Enterprise, Inc. for the bid cost of \$733,988.59 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, Apprenticeship Form – RLC Enterprise, Inc
- Bid Form, Bid Bond – Grant Creek Excavating
- Bid Form, Bid Bond, Apprenticeship Form – Knife River
- Bid Form, Bid Bond – 3 Rivers Landworks
- Bid Form, Bid Bond – J&J Excavating
- Bid Form, Bid Bond, – JAG Grading and Paving

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)
Tod Gass, MRA (via email)

\\files\Active\Projects\2021\21006455.00\Construction\CivilDocs\5_Bidding\3_Bid Tabs & Award\tr.2022-12-XX.CityMsla.Bid Results & Recommendation.MRA URD II MT-ID PH1.docx



BID TABULATION																		
MRA URD II Montana Idaho Water & Sidewalk Project - Phase 1																		
Bid Due & Opening Date: <u>12/20/2022 @ 2:00 pm (local MT time)</u>																		
City of Missoula Project# 2021-046																		
IMEG Project# 21006455.00																		
					Engineer Estimate		RLC Enterprise		Grant Creek Excavating		Knife River		3 Rivers Landworks		J & J Excavating		JAG Grading and Paving	
Line Item	Item Code	Description	U/M	Qty.	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
SCHEDULE C: DEMOLITION																		
C1	C1	Demo Existing Concrete Sidewalk and Ramps	SY	140	\$ 13.00	\$ 1,820.00	\$ 42.70	\$ 5,978.00	\$ 4.68	\$ 655.20	\$ 16.00	\$ 2,240.00	\$ 39.36	\$ 5,510.40	\$ 20.52	\$ 2,872.80	\$ 8.00	\$ 1,120.00
C2	C2	Demo Existing Type B or Type L Curb	LF	353	\$ 5.00	\$ 1,765.00	\$ 6.74	\$ 2,379.22	\$ 7.68	\$ 2,711.04	\$ 4.00	\$ 1,412.00	\$ 9.48	\$ 3,346.44	\$ 10.17	\$ 3,590.01	\$ 44.00	\$ 15,532.00
C3	C3	Asphalt Removal & Saw Cut	SY	2,718	\$ 11.00	\$ 29,898.00	\$ 3.65	\$ 9,920.70	\$ 6.20	\$ 16,851.60	\$ 9.50	\$ 25,821.00	\$ 5.98	\$ 16,266.69	\$ 12.59	\$ 34,219.62	\$ 24.00	\$ 65,232.00
C4	C4	Remove Existing Tree/Bush	EA	15	\$ 1,000.00	\$ 15,000.00	\$ 612.50	\$ 9,187.50	\$ 1,044.80	\$ 15,672.00	\$ 1,700.00	\$ 25,500.00	\$ 360.00	\$ 5,400.00	\$ 834.52	\$ 12,517.80	\$ 1,000.00	\$ 15,000.00
C5	C5	Remove Existing Mailbox	EA	4	\$ 100.00	\$ 400.00	\$ 54.63	\$ 218.52	\$ 52.50	\$ 210.00	\$ 80.00	\$ 320.00	\$ 780.00	\$ 3,120.00	\$ 171.17	\$ 684.68	\$ 600.00	\$ 2,400.00
Subtotal, SCHEDULE C						\$ 48,883.00		\$ 27,683.94		\$ 36,099.84		\$ 55,293.00		\$ 33,643.53		\$ 53,884.91		\$ 99,284.00
BID TAB SUMMARY																		
					Engineer Estimate		RLC Enterprise		Grant Creek Excavating		Knife River		3 Rivers Landworks		J & J Excavating		JAG Grading and Paving	
TOTAL BID COST of SCHEDULE GR					\$	113,843.00	\$	107,129.25	\$	116,790.00	\$	124,162.00	\$	113,166.67	\$	88,722.42	\$	226,351.18
TOTAL BID COST of SCHEDULE A					\$	235,485.00	\$	186,708.25	\$	188,691.00	\$	227,008.00	\$	207,072.52	\$	232,460.01	\$	303,989.14
TOTAL BID COST of SCHEDULE B					\$	338,794.00	\$	412,467.15	\$	459,981.09	\$	487,430.00	\$	562,862.28	\$	542,146.31	\$	642,603.37
TOTAL BID COST of SCHEDULE C					\$	48,883.00	\$	27,683.94	\$	36,099.84	\$	55,293.00	\$	33,643.53	\$	53,884.91	\$	99,284.00
TOTAL BID COST OF ALL SCHEDULES (GR + A + B + C)					\$	737,005.00	\$	733,988.59	\$	801,561.93	\$	893,893.00	\$	916,745.00	\$	917,213.65	\$	1,272,227.69
APPRENTICESHIP BIDDER'S PREFERENCE																		
					Engineer Estimate		RLC Enterprise		Grant Creek Excavating		Knife River		3 Rivers Landworks		J & J Excavating		JAG Grading and Paving	
APPLIED FOR CITY OF MISSOULA APPRENTICESHIP BIDDER'S PREFERENCE?						NO		YES		NO		YES		NO		NO		NO
PREFERENCE VALUE (AT 5% OF BID)						N/A		\$ 36,699.43		N/A		\$ 44,694.65		N/A		N/A		N/A
BID VALUE WITH PREFERENCE APPLIED (FOR EVALUATION ONLY)					\$	737,005.00	\$	697,289.16	\$	801,561.93	\$	849,198.35	\$	916,745.00	\$	917,213.65	\$	1,272,227.69
					Engineer Estimate		RLC Enterprise		Grant Creek Excavating		Knife River		3 Rivers Landworks		J & J Excavating		JAG Grading and Paving	

APPARENT LOW BID VALUE (WITH APPRENTICESHIP PREFERENCE APPLIED, IF ANY): \$ 697,289.16

APPARENT LOW BIDDER (WITH APPRENTICESHIP PREFERENCE APPLIED, IF ANY): RLC Enterprise

ACTUAL BID VALUE FOR APPARENT LOW BIDDER (CONTRACT AWARD VALUE): \$ 733,988.59



Bid Bond

CONTRACTOR:
(Name, legal status and address)
RLC ENTERPRISE, INC

5562 Alley South, Unit D
Missoula, MT 59808

OWNER:
(Name, legal status and address)
City of Missoula

435 Ryman
Missoula, MT 59802

SURETY:
(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

MAILING ADDRESS FOR NOTICES:
Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

BOND AMOUNT: 10% of Bid Amount Ten Percent of Bid Amount

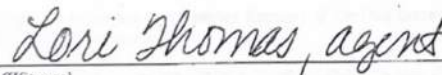
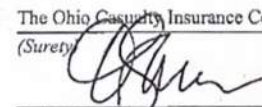
PROJECT:
(Name, location or address, and Project number, if any)
MRA-URD-II Montano Idaho Water & Sidewalk Project Phase I

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of December, 2022

<hr/>	RLC ENTERPRISE, INC	
<i>(Witness)</i>	<i>(Contractor as Principal)</i>	<i>(Seal)</i>
		
	<i>(Title)</i>	
	The Ohio Casualty Insurance Company	
	<i>(Surety)</i>	
		
<i>(Witness)</i>	<i>(Title) Thomas Monaghan - Attorney in Fact</i>	



BID-0016350

Init.

/

LMS-208E26 02/21

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010 Edition Bid Bond.



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.

The Ohio Casualty Insurance Company
POWER OF ATTORNEY

Principal: RLC ENTERPRISE, INC
Agency Name: SUMMIT INSURANCE AGENCY INC Bond Number: BID-0016350
Obligee: City of Missoula
Bid Bond Amount: (10% of Bid Amount) Ten Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Thomas Monaghan in the city and state of Missoula, MT, 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 Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 28th day of September, 2016.



The Ohio Casualty Insurance Company

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

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

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY ss

On this 28th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty 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 duly authorized officer.

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



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-law and Authorizations of The Ohio Casualty Insurance Company, which is 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 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.

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 or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond 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, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company 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 Company this 15th day of December, 2022.



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

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



Liberty Mutual Surety, Vista
790 The City Drive
Suite 200
Orange, CA 92868
(949) 316-1823 Fax

TRANSACTION REPORT

Transaction Date: December 15, 2022	Agency Name: SUMMIT INSURANCE AGENCY INC
Preparer Name: Reynaldo Villa	Agency Code: 986558
Preparer Email: Rey.Villa@libertymutual.com	

Principal: RLC ENTERPRISE, INC 5562 Alley South, Unit D Missoula, MT 59808	Obligee: City of Missoula 435 Ryman Missoula, MT 59802
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Principal Account:
RLC Enterprise, Inc

Underwriting Information:
Issued with underwriter's approval

Bond Information:	Bid Date: December 20, 2022
Reference Number: BID-0016350	Estimated Completion Date:
Bond Request ID:	Class Code: S732
Bid Bond Amount: 10% of Bid Amount	Underwriting Paper: The Ohio Casualty Insurance Company
Estimated Contract Amount: \$1,100,000.00	
Maintenance Period (Months):	
Project Location: Missoula, MT	
Description of Bond: MRA-URD-II Montano Idaho Water & Sidewalk Project Phase 1 - Missoula, MT	

Remarks:

SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

MRA URD II Montana Idaho Water & Sidewalk Project – Phase 1

(Name of Project)

Idaho Street and River Street in Missoula, MT

(Location)

As described in the Invitation to Bid.

CONTRACT IDENTIFICATION AND NUMBER:

MRA URD II Montana Idaho Water & Sidewalk Project – Phase 1

Owner Project Number: 2021-046

Engineer Project Number: 21006455.00

THIS BID SUBMITTED TO:

Missoula Redevelopment Agency

(Organization)

140 West Pine 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>12/16/2022</u>	<u>Pre-bid meeting minutes, bid item & quantity changes</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 December 20th, 2022
(Date) (Year)

Montana Contractor's Registration # 257656

Employer's Tax ID No. 85-2167568

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: Eric Moore
*minimum of one (1) required

ACI Concrete Flatwork Technician Certification ID#: 01392311

Name(s) of current ACI Certified Flatwork Technician for project: N/A

ACI Concrete Flatwork Technician Certification ID#: N/A

If BIDDER is:

A Corporation

Name: RLC Enterprise Inc
(Corporation Name)

State of Incorporation: Montana

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

By: 
(Signature of person authorized to sign)

Title: Owner

Attest: Lisa Jewett
(Signature)

Business Address: 5562 Alloy South, Unit D Missoula MT 59808

Phone No.: 406-544-6046 FAX No: _____

Date of Qualification To Do Business [in Montana] Is: 07/27/2020

(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

APPRENTICESHIP BIDDER'S PREFERENCE APPLICATION FORM



Project Name: MRA URD II Montana Idaho Water & Sidewalk Project - Phase 1

Estimated Percentage of Apprentices Hours to Total Labor Hours: _____

25%

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
RLC Enterprise Inc	2023-MT-116796	Construction heavy equipment operator	480	120	25%

Table 2

Contractor or Sub-contractor	Apprentice Employee Name	Date of Hire	Date Enrolled in Apprenticeship Program	Length of Apprenticeship Program

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

Signature of General Contractor _____

Date _____

12/20/2022

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):

Grant Creek Excavating, LLC
316 Expressway
Missoula, MT 59802

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

The Cincinnati Insurance Company
6200 Gilmore Road
Fairfield, OH 45014-5141

OWNER (Name and Address):

**Missoula Redevelopment Agency
140 West Pine Street
Missoula, MT 59802**

BID

Bid Due Date: December 20, 2022

Project as described in the Invitation to Bid:

MRA URD II Montana Idaho Water & Sidewalk Project –Phase 1

BOND

Bond Number: Bid Bond

Date (Not later than Bid due date): December 20, 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

(SEAL)

SURETY

(SEAL)

Grant Creek Excavating LLC
Bidder's Name and Corporate Seal

The Cincinnati Insurance Company
Surety's Name and Corporate Seal

By: [Signature] per
Signature and Title

By: [Signature]
Signature and Title Spencer Thomas, Attorney-in-Fact

Attest: [Signature]
Signature and Title

Attest: [Signature]
Signature and Title

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.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Spencer Thomas and/or Kelly Tenold

of Missoula and Stevensville, Montana its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Ten Million and No/100 Dollars (\$10,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



THE CINCINNATI INSURANCE COMPANY

Signature of Stephen A. Justice

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Holler

MARK J. HOLLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 20th day of December, 2022.



Signature of Scott R. Boen

Assistant Secretary

SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

MRA URD II Montana Idaho Water & Sidewalk Project – Phase 1

(Name of Project)

Idaho Street and River Street in Missoula, MT

(Location)

As described in the Invitation to Bid.

CONTRACT IDENTIFICATION AND NUMBER:

MRA URD II Montana Idaho Water & Sidewalk Project – Phase 1

Owner Project Number: 2021-046

Engineer Project Number: 21006455.00

THIS BID SUBMITTED TO:

Missoula Redevelopment Agency

(Organization)

140 West Pine 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>12/16/2022</u>	<u>contract docs and specs</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 December 20th, 2022
(Date) (Year)

Montana Contractor's Registration # 151970

Employer's Tax ID No. 20-377190

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: Kenneth Pfaff
*minimum of one (1) required

ACI Concrete Flatwork Technician Certification ID#: 0153384

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

ACI Concrete Flatwork Technician Certification ID#: _____

If BIDDER is:

A Corporation

Name: Grant Creek Excavating, LLC
(Corporation Name)

State of Incorporation: Montana

Type (General Business, Professional, Service, Limited Liability): S Corp LLC

By: Caleb D Neal pm CALEB ONEAL
(Signature of person authorized to sign)

Title: PROJECT MANAGER

Attest: Dorrie Swanson
(Signature)

Business Address: 316 EXPRESSWAY
MISSOULA, MT 59808

Phone No.: 406-541-7122 FAX No: _____

Date of Qualification To Do Business [in Montana] Is: 12/01/2005

N/A
(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



Bid Bond

CONTRACTOR:
(Name, legal status and address)

Knife River - Missoula
4800 Wilkie Road
Missoula, MT 59808

OWNER:
(Name, legal status and address)

Missoula Redevelopment Agency

SURETY:
(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

MAILING ADDRESS FOR NOTICES:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
MRA URD II Montana Idaho Water & Sidewalk Project - Phase 1

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of December, 2022.

(Witness)

Knife River - Missoula

(Contractor as Principal) *(Seal)*

By: _____
(Title)

Kerry Enghauser

(Witness)

Liberty Mutual Insurance Company
(Surety)
By: Heather R. Goedel

(Title) Heather R. Goedel, Attorney-in-Fact



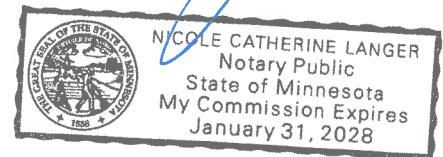
Surety Acknowledgment

State of Minnesota }
County of Hennepin } ss.

On this 20th day of December 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: 8208081-190003

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; Jessica Hoff; Kelly Nicole Enghausser; Laurie Pflug; Megan Scott; Michelle Halter; Michelle Ward; 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 24th day of May, 2022.



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

By: David M. Carey, Assistant Secretary

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of May, 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, 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 20th day of December, 2022.



By: Renee C. Llewellyn, Assistant Secretary

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

SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

MRA URD II Montana Idaho Water & Sidewalk Project – Phase 1

(Name of Project)

Idaho Street and River Street in Missoula, MT

(Location)

As described in the Invitation to Bid.

CONTRACT IDENTIFICATION AND NUMBER:

MRA URD II Montana Idaho Water & Sidewalk Project – Phase 1

Owner Project Number: 2021-046

Engineer Project Number: 21006455.00

THIS BID SUBMITTED TO:

Missoula Redevelopment Agency

(Organization)

140 West Pine 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>01</u>	<u>12/16/22</u>	<u>6 Item addendum (Addition, Revision, Clarification), Pre Bid minutes</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 _____ Tuesday December 20th _____, _____ 2022 _____
(Date) (Year)

Montana Contractor's Registration # _____ 10089 _____

Employer's Tax ID No. _____ 81 - 0465363 _____

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: _____ 01266562 _____
*minimum of one (1) required

ACI Concrete Flatwork Technician Certification ID#: _____ Kenny Christensen _____

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

ACI Concrete Flatwork Technician Certification ID#: _____


If BIDDER is:

A Corporation

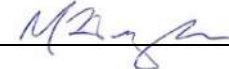
Name: _____ JTL Group Inc., DBA Knife River _____
(Corporation Name)

State of Incorporation: _____ MT _____

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

By: 
(Signature of person authorized to sign)

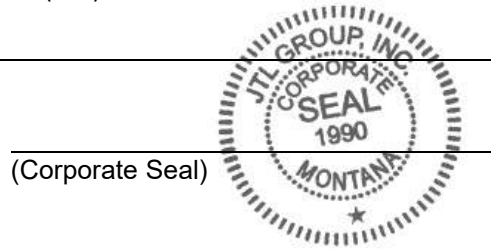
Title: Vice President

Attest: 
(Signature)

Business Address: 4800 Wilkie Street
Missoula, MT 59808

Phone No.: (406) 532-5202 FAX No: (406) 532-5200

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



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: MRA URD II Montana Idaho Water & Sidewalk Project - Phase 1

Estimated Percentage of Apprentices 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 Apprentices Hours to Total Labor Hours
JTL Group Inc., DBA Knife River	2020-MT-74351	Construction Labor	4500	450	10%

Table 2

Contractor or Sub-contractor	Apprentice Employee Name	Date of Hire	Date Enrolled in Apprentices Program	Length of Apprentices Program
JTL Group Inc., DBA Knife River	Construction Labor			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 12/20/22

BID BOND

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

BIDDER (Name and Address):

**3 Rivers Landworks LLC
14286 Turah Road
Clinton, MT 59825**

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

**Western Surety Company
151 N. Franklin Street
Chicago, IL 60606**

OWNER (Name and Address):

**Missoula Redevelopment Agency
140 West Pine Street
Missoula, MT 59802**

BID

Bid Due Date: **December 20, 2022**

Project as described in the Invitation to Bid:

MRA URD II Montana Idaho Water & Sidewalk Project –Phase 1

BOND

Bond Number: N/A

Date (Not later than Bid due date): **December 17, 2022**

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

3 Rivers Landworks LLC

Bidder's Name and Corporate Seal

By: [Signature]
Signature and Title **Construction Mgr/Owner**

Attest: [Signature]
Signature and Title **Witness**

SURETY

(SEAL)

Western Surety Company

Surety's Name and Corporate Seal

By: [Signature]
Signature and Title **Cynthia L. Heiney, Attorney-in-Fact**

Attest: [Signature]
Signature and Title **Peter Miller, 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.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

George S Seaton, Pamela A Nelson, David B Montelius, Brenda J Smith, Ed Heine, Cynthia L Heiney, Tyler McIntyre, Brandi Davis, Individually

of Missoula, MT, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of February, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat

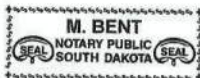
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of February, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this **17th** day of **December, 2022**



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

MRA URD II Montana Idaho Water & Sidewalk Project – Phase 1

(Name of Project)

Idaho Street and River Street in Missoula, MT

(Location)

As described in the Invitation to Bid.

CONTRACT IDENTIFICATION AND NUMBER:

MRA URD II Montana Idaho Water & Sidewalk Project – Phase 1

Owner Project Number: 2021-046

Engineer Project Number: 21006455.00

THIS BID SUBMITTED TO:

Missoula Redevelopment Agency

(Organization)

140 West Pine 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>12/16/2022</u>	<u>8337579a1-Pre-Bid Meeting, Bid Items changes, etc</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.
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- 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.
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- D. The OWNER reserves the right to reject any or all bids.

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- 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

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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.

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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 December 20, 2022
(Date) (Year)

Montana Contractor's Registration # 260973

Employer's Tax ID No. 86-2836566

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: RLC, Eric Moore
*minimum of one (1) required

ACI Concrete Flatwork Technician Certification ID#: 01392311

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

ACI Concrete Flatwork Technician Certification ID#: _____

If BIDDER is:

A Corporation

Name: 3 Rivers Landworks, LLC
(Corporation Name)

State of Incorporation: Montana

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

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

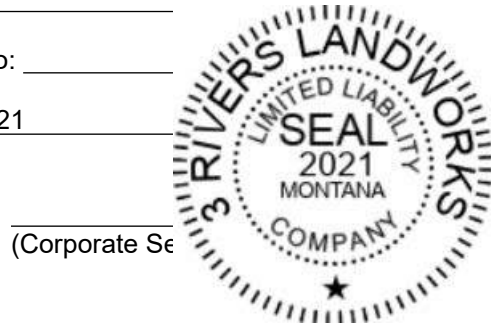
Title: Construction Manager / Owner

Attest: [Signature]
(Signature)

Business Address: 14286 Turah Road
Clinton, MT 59825

Phone No.: _____ FAX No: _____

Date of Qualification To Do Business [in Montana] Is: 03/24/2021



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

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):

J & J Excavating and Trucking Inc
PO Box 1068
Hamilton, MT 59840

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

Old Republic Surety Company
445 S Moorland Rd Ste 200
Brookfield WI 53005

OWNER (Name and Address):

Missoula Redevelopment Agency
140 West Pine Street
Missoula, MT 59802

BID

Bid Due Date: 12/20/2022

Project as described in the Invitation to Bid:

MRA URD II Montana Idaho Water & Sidewalk Project -Phase 1

BOND

Bond Number: None/Bid

Date (Not later than Bid due date): 12/15/2022

Penal sum TEN PERCENT OF THE TOTAL AMOUNT BID 10% OF BID AMOUNT
(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

J & J Excavating and Trucking Inc
Bidder's Name and Corporate Seal

By: [Signature]
Signature and Title

Attest: [Signature]
Signature and Title Office Manager

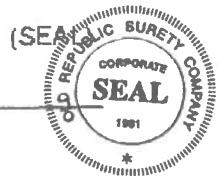


SURETY

Old Republic Surety Company
Surety's Name and Corporate Seal

By: [Signature]
Signature and Title Kara O. Skinner, Attorney-in-Fact

Attest: [Signature]
Signature and Title Cameron L. Huntsucker, Attorney-in-Fact



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

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Kara O. Skinner, Cameron L. Huntsucker of Seattle, WA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than ball bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER 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 obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22nd day of September, 2022.

Karen J. Haffner signature

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic signature

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 22nd day of September, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson signature

Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



78 9240

Signed and sealed at the City of Brookfield, WI this 15th day of December, 2022.

Karen J. Haffner signature

Assistant Secretary

ORSC 22262 (3-06)

SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

MRA URD II Montana Idaho Water & Sidewalk Project – Phase 1
(Name of Project)

Idaho Street and River Street in Missoula, MT
(Location)

As described in the Invitation to Bid.

CONTRACT IDENTIFICATION AND NUMBER:

MRA URD II Montana Idaho Water & Sidewalk Project – Phase 1
Owner Project Number: 2021-046
Engineer Project Number: 21006455.00

THIS BID SUBMITTED TO:

Missoula Redevelopment Agency
(Organization)

140 West Pine 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>December 16th, 2022</u>	<u>Pre-Bid Meeting Minutes, Bid Item & Quantity Changes, Miscellaneous Clarifications/Revisions</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 December 16th, 2022
(Date) (Year)

Montana Contractor's Registration # 3269

Employer's Tax ID No. 84-1426820

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: Eric Moore
*minimum of one (1) required

ACI Concrete Flatwork Technician Certification ID#: 01392311

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

ACI Concrete Flatwork Technician Certification ID#: _____

If BIDDER is:

A Corporation

Name: J & J Excavating and Trucking Inc.
(Corporation Name)

State of Incorporation: Montana

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

By: _____
(Signature of person authorized to sign)

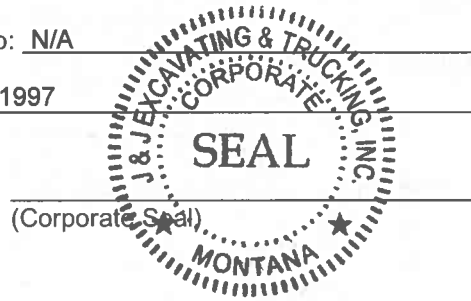
Title: President

Attest: _____
(Signature)

Business Address: P.O. Box 1068, Hamilton, MT, 59840

Phone No.: 406-961-1511 FAX No: N/A

Date of Qualification To Do Business [in Montana] Is: June 9th, 1997



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

BID BOND

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

BIDDER (Name and Address):

JAG Grading and Paving, LLC
7360 Peregrine Court
Missoula, MT 59808

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

Nationwide Mutual Insurance Company
1100 Locust Street, Ste 2006
Des Moines, IA 50391-2006

OWNER (Name and Address):

Missoula Redevelopment Agency
140 West Pine Street
Missoula, MT 59802

BID

Bid Due Date: 12/20/2022

Description (Project Name— Include Location): MRA URD II Montana Idaho Water & Sidewalk Project - Phase 1, Missoula, MT

BOND

Bond Number: 001

Date: 12/16/2022

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

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

JAG Grading and Paving, LLC (Seal)

Nationwide Mutual Insurance Company (Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Jason Long
Print Name

John D. Leaf
Print Name

Owner
Title

Attorney-In-Fact
Title

Attest:

Signature

Attest:

Signature Kimberly Hodson

Title Office Manager

Title Bond Clerical

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
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 of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the 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 the 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

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

BLAINE D MARTIN; BROOKE A GARNES; CHRIS JERMUNSON; GARY PALADICHUK; JAMIE M ROE; JOHN D LEAF; JON TIERNEY; KAYE U MUZZANA; KIMBERLY HODSON; KRISTIN A PICCIONI; MARSHA HATTEL; MICHELLE SCHERMERHORN; ROBERT C PFENNIGS; SHARRESA DRAHOS;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

[Handwritten signature of Stephanie Rubino McArthur]

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 16th day of December, 2022.

[Handwritten signature of Laura B. Guy]

Assistant Secretary

SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

MRA URD II Montana Idaho Water & Sidewalk Project – Phase 1
(Name of Project)

Idaho Street and River Street in Missoula, MT
(Location)

As described in the Invitation to Bid.

CONTRACT IDENTIFICATION AND NUMBER:

MRA URD II Montana Idaho Water & Sidewalk Project – Phase 1
Owner Project Number: 2021-046
Engineer Project Number: 21006455.00

THIS BID SUBMITTED TO:

Missoula Redevelopment Agency
(Organization)

140 West Pine 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>12/16/22</u>	<u>Contracts Documents + Specifications</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 December 19th, 2022
(Date) (Year)

Montana Contractor's Registration # 216957

Employer's Tax ID No. 47-2889261

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: Chris Salla
*minimum of one (1) required

ACI Concrete Flatwork Technician Certification ID#: 01126453

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

ACI Concrete Flatwork Technician Certification ID#: _____

If BIDDER is:

A Corporation

Name: JAB Grading & Paving LLC
(Corporation Name)

State of Incorporation: Montana

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

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

Title: owner

Attest: [Signature]
(Signature)

Business Address: 7360 Peregrine Ct, Missoula
MT 59808

Phone No.: 406 241 9404 FAX No: _____

Date of Qualification To Do Business [in Montana] Is: 11/1/15

(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