



December 16, 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: North 5th & 6th Street West Water Main Replacement & Surface Improvement Project
City Project #2020-045, EQ #22-1409
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 15th, 2022, at 2:00 p.m. (local MT time), and then opened online through the QuestCDN site by City of Missoula Utility Engineer, Andy Shultz. At the time of bid opening, six (6) electronic bids were received from: Gold Peak Excavating, Knife River, 3 Rivers Landworks, J&J Excavating, Prospect Construction, and Western Excavating. 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.

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 two (2) addenda, listed projects of similar complexity, listed ACI technician information, completed the Bid Form, completed the Debarment Certification form, and provided unit prices and totals for all items and schedules through the QuestCDN website.

Of the submitted bids, four (4) contractors – Knife River, 3 Rivers Landworks, Prospect Construction, and Western Excavating did submit the City of Missoula Apprenticeship Form with their Bid Form in order to apply for the bidder's preference. Upon further review of Apprenticeship documentation, bidder preference was not applied to the bid of 3 Rivers Landworks as they do not have a current state approved apprenticeship program as required by the City's Apprenticeship Program. Preference requires that prior to include in a bid, the program needs to be an existing state approved program and 3 Rivers Landworks does not meet this criterion as they are currently in the process of obtaining their state approved program.

A reminder that the City of Missoula Apprenticeship Bidders Preference Program allows contractors who can prove they are part of a Montana Registered (state-approved) apprenticeship program and can show that 10% of all labor hours will be from registered apprentices will receive a 5% preference during bidding. Bidder preference will subtract 5% of the total bid amount as a preference value from the total bid amount. This preference value is only viewed in terms of award of the bid and the bid total prior to the preference value subtraction would be the contract amount warranted if the lowest bid value comes from a contractor utilizing the City of Missoula Bidder Preference Program.

After our thorough review and applying all apprenticeship bidder's preference (if any), the apparent lowest responsive bidder is JTL Group Inc. dba Knife River, with the apprenticeship preference applied.

Prior to the apprenticeship bidder preference adjustments, the lowest bid (without any preference applied) for the project came from Gold Peak Excavating with a value of \$1,261,186.84. However, after applying the 5% apprentice preference values to the applicable contractors, Knife River's adjusted bid value totaled \$1,206,297.65 as the preference value for evaluation purposes (original bid amount of \$1,269,787.00) reduced their bid price below that of Gold Peak Excavating, who did not apply for apprenticeship preference. See the attached bid tabulation for a full breakdown of the contractors' submitted bid costs, who applied for apprenticeship preference, and how the preference impacted bids.

After discussion with you and the application of the apprenticeship preference, we recommend award to JTL Group Inc. dba Knife River for the bid cost of \$1,269,787.00 (before preference was applied) for the above-mentioned project.

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

- Certified Bid Tabulation
- Bid Form, Bid Bond, Debarment Certification Form – Gold Peak Excavating
- Bid Form, Bid Bond, Apprenticeship Form, Debarment Certification Form – Knife River
- Bid Form, Bid Bond, Apprenticeship Form, Debarment Certification Form – 3 Rivers Landworks
- Bid Form, Bid Bond, Debarment Certification Form – J & J Excavating
- Bid Form, Bid Bond, Apprenticeship Form, Debarment Certification Form – Prospect Construction
- Bid Form, Bid Bond, Apprenticeship Form, Debarment Certification Form – Western Excavating

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

Sincerely,
IMEG Corp.



Andrew Mill, P.E.

IMEG Corp.



Cory Davis, P.E.



Enclosures: As noted above

C. Scan & File (w/ enclosures)

\\\\files\\Active\\Projects\\2020\\20004269.00\\Construction\\5_Bidding\\3_Bid Tabs & Award\\ltr.2022-12-16.CityMsla.Bid Results & Recommendation.North 5th & 6th St W Water & Surface.docx



BID TABULATION																
City of Missoula - North 5th & 6th Street West Water Main Replacements & Surface Improvements																
Bid Due & Opening Date: 12/15/2022 @ 2:00 pm (local MT time)																
City of Missoula Project Number: 2020-045																
IMEG Project Number: 20004269.00																
					Gold Peak Excavating LLC		Knife River - Missoula		3 Rivers Landworks		J & J Excavating		Prospect Construction Inc. Missoula, MT		Western Excavating	
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
SCHEDULE A: WATER MAIN REPLACEMENT																
A1	A1	Miscellaneous Work	EA	40000	\$ 1.00	\$ 40,000.00	\$ 1.00	\$ 40,000.00	\$ 1.00	\$ 40,000.00	\$ 1.00	\$ 40,000.00	\$ 1.00	\$ 40,000.00	\$ 1.00	\$ 40,000.00
A2	A2	Permits (Water Main per City of Missoula)	LS	1	\$ 4,320.31	\$ 4,320.31	\$ 4,320.31	\$ 4,320.31	\$ 4,320.31	\$ 4,320.31	\$ 4,320.31	\$ 4,320.31	\$ 4,320.31	\$ 4,320.31	\$ 4,320.31	\$ 4,320.31
A3	A3	Water Service Repair Permit(s) (per City of Missoula)	EA	56	\$ 269.00	\$ 15,064.00	\$ 269.00	\$ 15,064.00	\$ 269.00	\$ 15,064.00	\$ 269.00	\$ 15,064.00	\$ 269.00	\$ 15,064.00	\$ 269.00	\$ 15,064.00
A4	A4	Mobilization / Demobilization	LS	1	\$ 47,560.00	\$ 47,560.00	\$ 45,000.77	\$ 45,000.77	\$ 25,000.00	\$ 25,000.00	\$ 8,115.30	\$ 8,115.30	\$ 40,000.00	\$ 40,000.00	\$ 60,000.00	\$ 60,000.00
A5	A5	Construction Traffic Control (MPWSS 01570 & City of Missoula)	LS	1	\$ 19,360.00	\$ 19,360.00	\$ 30,000.00	\$ 30,000.00	\$ 21,323.50	\$ 21,323.50	\$ 29,549.19	\$ 29,549.19	\$ 25,620.00	\$ 25,620.00	\$ 25,000.00	\$ 25,000.00
A6	A6	Testing and Start Up (including temporary blowoffs and/or air reliefs)	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00	\$ 15,504.09	\$ 15,504.09	\$ 11,221.87	\$ 11,221.87	\$ 17,000.00	\$ 17,000.00	\$ 10,000.00	\$ 10,000.00
A7	A7	Connection to Existing 5" Water Main(s) (includes couplers and any pups of D.I.P.)	EA	1	\$ 2,115.00	\$ 2,115.00	\$ 1,300.00	\$ 1,300.00	\$ 8,029.06	\$ 8,029.06	\$ 8,571.95	\$ 8,571.95	\$ 6,210.00	\$ 6,210.00	\$ 5,000.00	\$ 5,000.00
A8	A8	8" Class 350 D.I.P. Water Main	LF	2350	\$ 98.00	\$ 230,300.00	\$ 125.00	\$ 293,750.00	\$ 107.08	\$ 251,630.95	\$ 107.78	\$ 253,283.00	\$ 183.00	\$ 430,050.00	\$ 105.00	\$ 246,750.00
A9	A9	8" Class 200 DR11 HDPE DIPS Water Main (Bored)	LF	77	\$ 537.00	\$ 41,349.00	\$ 710.00	\$ 54,670.00	\$ 538.63	\$ 41,474.51	\$ 626.86	\$ 48,268.22	\$ 520.00	\$ 40,040.00	\$ 1,500.00	\$ 115,500.00
A10	A10	6"x6" Tapping Sleeve and Hot Tap Connection	EA	2	\$ 1,400.00	\$ 2,800.00	\$ 2,300.00	\$ 4,600.00	\$ 4,198.54	\$ 8,397.08	\$ 1,912.45	\$ 3,824.90	\$ 3,120.00	\$ 6,240.00	\$ 1,850.00	\$ 3,700.00
A11	A11	6" Gate Valve and Valve Box	EA	2	\$ 1,765.00	\$ 3,530.00	\$ 2,600.00	\$ 5,200.00	\$ 2,193.69	\$ 4,387.38	\$ 2,543.24	\$ 5,086.48	\$ 2,900.00	\$ 5,800.00	\$ 2,315.00	\$ 4,630.00
A12	A12	8" x 6" Increaser/Reducer	EA	3	\$ 541.00	\$ 1,623.00	\$ 1,100.00	\$ 3,300.00	\$ 544.07	\$ 1,632.21	\$ 1,156.31	\$ 3,468.93	\$ 1,150.00	\$ 3,450.00	\$ 625.00	\$ 1,875.00
A13	A13	8" Bend (Any Angle)	EA	10	\$ 630.00	\$ 6,300.00	\$ 1,200.00	\$ 12,000.00	\$ 635.44	\$ 6,354.40	\$ 1,186.28	\$ 11,862.80	\$ 1,260.00	\$ 12,600.00	\$ 750.00	\$ 7,500.00
A14	A14	8" x 8" x 8" Tee	EA	1	\$ 365.00	\$ 365.00	\$ 1,400.00	\$ 1,400.00	\$ 1,203.61	\$ 1,203.61	\$ 1,626.22	\$ 1,626.22	\$ 1,500.00	\$ 1,500.00	\$ 1,050.00	\$ 1,050.00
A15	A15	8" Gate Valve and Valve Box	EA	7	\$ 2,663.00	\$ 18,641.00	\$ 3,600.00	\$ 25,200.00	\$ 3,018.10	\$ 21,126.70	\$ 3,741.99	\$ 26,193.93	\$ 3,870.00	\$ 27,090.00	\$ 3,750.00	\$ 26,250.00
A16	A16	8" x 8" x 6" Tee	EA	5	\$ 896.00	\$ 4,480.00	\$ 1,400.00	\$ 7,000.00	\$ 973.77	\$ 4,868.85	\$ 1,572.26	\$ 7,861.30	\$ 1,510.00	\$ 7,550.00	\$ 1,400.00	\$ 7,000.00
A17	A17	6" Gate Valve and Valve Box	EA	5	\$ 1,690.00	\$ 8,450.00	\$ 2,500.00	\$ 12,500.00	\$ 2,131.57	\$ 10,657.85	\$ 2,545.42	\$ 12,727.10	\$ 2,820.00	\$ 14,100.00	\$ 2,550.00	\$ 12,750.00
A18	A18	6" Class 350 D.I.P. Water Line	LF	91	\$ 92.00	\$ 8,372.00	\$ 120.00	\$ 10,920.00	\$ 81.28	\$ 7,396.48	\$ 156.48	\$ 14,239.68	\$ 100.00	\$ 9,100.00	\$ 105.00	\$ 9,555.00
A19	A19	New Fire Hydrant Assembly (including Storz Adapter)	EA	5	\$ 5,068.00	\$ 25,340.00	\$ 6,800.00	\$ 34,000.00	\$ 4,961.82	\$ 24,809.10	\$ 6,144.71	\$ 30,723.55	\$ 7,620.00	\$ 38,100.00	\$ 6,750.00	\$ 33,750.00
A20	A20	Existing Fire Hydrant Removal/Abandonment (removal, disposal, and surface restoration)	EA	1	\$ 200.00	\$ 200.00	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00	\$ 2,672.24	\$ 2,672.24	\$ 860.00	\$ 860.00	\$ 7,200.00	\$ 7,200.00
A21	A21	2" or Smaller Tapping Saddle for 8" DIP Water Main	EA	56	\$ 103.00	\$ 5,768.00	\$ 100.00	\$ 5,600.00	\$ 218.38	\$ 12,229.28	\$ 111.34	\$ 6,235.04	\$ 120.00	\$ 6,720.00	\$ 90.00	\$ 5,040.00
A22	A22	2" or Smaller Corporation Stop	EA	56	\$ 135.00	\$ 7,560.00	\$ 130.00	\$ 7,280.00	\$ 248.05	\$ 13,890.80	\$ 144.92	\$ 8,115.52	\$ 150.00	\$ 8,400.00	\$ 135.00	\$ 7,560.00
A23	A23	Labor for Making 2" or Smaller Service Tap(s)	EA	56	\$ 100.00	\$ 5,600.00	\$ 190.00	\$ 10,640.00	\$ 120.00	\$ 6,720.00	\$ 406.87	\$ 22,784.72	\$ 840.00	\$ 47,040.00	\$ 50.00	\$ 2,800.00
A24	A24	Connection to Existing 2" or Smaller Water Service Lines	EA	56	\$ 200.00	\$ 11,200.00	\$ 290.00	\$ 16,240.00	\$ 325.10	\$ 18,205.60	\$ 299.74	\$ 16,785.44	\$ 510.00	\$ 28,560.00	\$ 1,500.00	\$ 84,000.00
A25	A25	1" SIDR 7 HDPE Water Service Lines, including Labor	LF	1179	\$ 75.00	\$ 88,425.00	\$ 65.00	\$ 76,635.00	\$ 88.87	\$ 104,777.73	\$ 149.54	\$ 176,307.66	\$ 88.00	\$ 103,752.00	\$ 80.00	\$ 94,320.00
A26	A26	1" SIDR 7 HDPE Water Service Lines, including Labor (Bored)	LF	152	\$ 168.00	\$ 25,536.00	\$ 240.00	\$ 36,480.00	\$ 167.62	\$ 25,478.24	\$ 232.79	\$ 35,384.08	\$ 180.00	\$ 27,360.00	\$ 175.00	\$ 26,600.00
A27	A27	2" SIDR 7 HDPE Water Service Lines, including Labor	LF	58	\$ 34.00	\$ 1,972.00	\$ 81.00	\$ 4,698.00	\$ 88.77	\$ 5,148.66	\$ 224.12	\$ 12,998.96	\$ 200.00	\$ 11,600.00	\$ 95.00	\$ 5,510.00
A28	A28	Curb Stop and Box	EA	56	\$ 442.00	\$ 24,752.00	\$ 680.00	\$ 38,080.00	\$ 593.19	\$ 33,218.64	\$ 399.70	\$ 22,383.20	\$ 700.00	\$ 39,200.00	\$ 600.00	\$ 33,600.00
A29	A29	Meter and Meter Pit	EA	13	\$ 1,310.00	\$ 17,030.00	\$ 2,100.00	\$ 27,300.00	\$ 1,870.03	\$ 24,310.39	\$ 1,911.74	\$ 24,852.62	\$ 2,070.00	\$ 26,910.00	\$ 1,900.00	\$ 24,700.00
A30	A30	Manual Air Relief Assembly (Permanent)	EA	4	\$ 1,261.00	\$ 5,044.00	\$ 1,700.00	\$ 6,800.00	\$ 1,209.21	\$ 4,836.84	\$ 1,164.45	\$ 4,657.80	\$ 2,200.00	\$ 8,800.00	\$ 1,350.00	\$ 5,400.00
A31	A31	Cut and Cap Existing Water Main(s) (includes backfill, asphalt cushion, & asphalt at location)	EA	3	\$ 600.00	\$ 1,800.00	\$ 720.00	\$ 2,160.00	\$ 1,380.00	\$ 4,140.00	\$ 1,664.69	\$ 4,994.07	\$ 1,390.00	\$ 4,170.00	\$ 6,800.00	\$ 20,400.00
A32	A32	Abandon Existing Valve and/or Remove & Dispose of Existing Valve	EA	7	\$ 125.00	\$ 875.00	\$ 240.00	\$ 1,680.00	\$ 300.00	\$ 2,100.00	\$ 1,664.70	\$ 11,652.90	\$ 880.00	\$ 6,160.00	\$ 1,000.00	\$ 7,000.00
A33	A33	Asphalt Cushion & Backfill Replacements (per City of Missoula)	LF	3288	\$ 26.50	\$ 87,132.00	\$ 40.00	\$ 131,520.00	\$ 15.61	\$ 51,336.53	\$ 48.44	\$ 159,270.72	\$ 20.00	\$ 65,760.00	\$ 38.00	\$ 124,944.00
A34	A34	3" Asphalt Pave Back & Asphalt Restoration (per City of Missoula)	LF	1533	\$ 51.00	\$ 78,183.00	\$ 21.00	\$ 32,193.00	\$ 50.60	\$ 77,569.80	\$ 35.06	\$ 53,746.98	\$ 60.00	\$ 91,980.00	\$ 50.00	\$ 76,650.00
A35	A35	4" Asphalt Pave Back & Asphalt Restoration (per City of Missoula)	LF	1755	\$ 61.00	\$ 107,055.00	\$ 28.00	\$ 49,140.00	\$ 60.50	\$ 106,177.50	\$ 46.62	\$ 81,818.10	\$ 62.50	\$ 109,687.50	\$ 60.00	\$ 105,300.00
A36	A36	Remove, Abandon, & Backfill Existing Storm Structure & Piping	LS	1	\$ 500.00	\$ 500.00	\$ 550.00	\$ 550.00	\$ 2,640.00	\$ 2,640.00	\$ 1,661.32	\$ 1,661.32	\$ 3,670.00	\$ 3,670.00	\$ 7,300.00	\$ 7,300.00
A37	A37	ADA Ramp & Concrete Reconstruction (end of Kennett Avenue)	LS	1	\$ 3,350.00	\$ 3,350.00	\$ 1,800.00	\$ 1,800.00	\$ 3,492.50	\$ 3,492.50	\$ 10,307.89	\$ 10,307.89	\$ 910.00	\$ 910.00	\$ 10,000.00	\$ 10,000.00
Subtotal, SCHEDULE A						\$ 966,951.31		\$ 1,061,861.08		\$ 1,010,292.59		\$ 1,192,637.99		\$ 1,335,373.81		\$ 1,278,018.31

BID TABULATION																
City of Missoula - North 5th & 6th Street West Water Main Replacements & Surface Improvements																
Bid Due & Opening Date: 12/15/2022 @ 2:00 pm (local MT time)																
City of Missoula Project Number: 2020-045																
IMEG Project Number: 20004269.00																
					Gold Peak Excavating LLC		Knife River - Missoula		3 Rivers Landworks		J & J Excavating		Prospect Construction Inc. Missoula, MT		Western Excavating	
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
SCHEDULE B: SURFACE & ADA IMPROVEMENTS																
B1	B1	Miscellaneous Work	EA	10000	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00
B2	B2	Permits (per City of Missoula)	LS	1	\$ 5,321.92	\$ 5,321.92	\$ 5,321.92	\$ 5,321.92	\$ 5,321.92	\$ 5,321.92	\$ 5,321.92	\$ 5,321.92	\$ 5,321.92	\$ 5,321.92	\$ 5,321.92	\$ 5,321.92
B3	B3	Demo Existing 4" Concrete Sidewalk and Ramps	SY	441	\$ 18.80	\$ 8,290.80	\$ 12.00	\$ 5,292.00	\$ 16.12	\$ 7,108.92	\$ 7.48	\$ 3,298.68	\$ 6.00	\$ 2,646.00	\$ 45.00	\$ 19,845.00
B4	B4	Asphalt Removal & Saw Cut	SY	1083	\$ 8.96	\$ 9,703.68	\$ 12.00	\$ 12,996.00	\$ 13.36	\$ 14,468.88	\$ 14.07	\$ 15,237.81	\$ 19.00	\$ 20,577.00	\$ 10.00	\$ 10,830.00
B5	B5	Demo Existing Curb (Type B or Type L)	LF	616	\$ 10.79	\$ 6,646.64	\$ 2.50	\$ 1,540.00	\$ 6.32	\$ 3,893.12	\$ 11.95	\$ 7,361.20	\$ 9.00	\$ 5,544.00	\$ 20.00	\$ 12,320.00
B6	B6	Install 4" Sidewalk & Concrete	SF	4687	\$ 12.17	\$ 57,040.79	\$ 8.00	\$ 37,496.00	\$ 10.16	\$ 47,619.92	\$ 8.82	\$ 41,339.34	\$ 11.00	\$ 51,557.00	\$ 18.00	\$ 84,366.00
B7	B7	Install Type 'L' Curb/Gutter	LF	686	\$ 40.95	\$ 28,091.70	\$ 42.00	\$ 28,812.00	\$ 49.48	\$ 33,943.28	\$ 15.21	\$ 10,434.06	\$ 30.00	\$ 20,580.00	\$ 55.00	\$ 37,730.00
B8	B8	Install Type 'B' Retaining Curb (per City of Missoula Detail 743)	LF	80	\$ 31.00	\$ 2,480.00	\$ 42.00	\$ 3,360.00	\$ 53.03	\$ 4,242.40	\$ 49.59	\$ 3,967.20	\$ 34.00	\$ 2,720.00	\$ 75.00	\$ 6,000.00
B9	B9	Install ADA Ramp w/Truncated Dome (Standard)	EA	20	\$ 929.00	\$ 18,580.00	\$ 740.00	\$ 14,800.00	\$ 1,580.70	\$ 31,614.00	\$ 1,038.56	\$ 20,771.20	\$ 845.00	\$ 16,900.00	\$ 4,500.00	\$ 90,000.00
B10	B10	Install ADA Ramp w/Truncated Dome (Radial)	EA	2	\$ 3,198.00	\$ 6,396.00	\$ 2,000.00	\$ 4,000.00	\$ 2,510.20	\$ 5,020.40	\$ 3,729.92	\$ 7,459.84	\$ 1,690.00	\$ 3,380.00	\$ 7,500.00	\$ 15,000.00
B11	B11	Install 4" Type 'B' Asphalt Patch Back & Asphalt Restoration	SY	768	\$ 121.75	\$ 93,504.00	\$ 31.00	\$ 23,808.00	\$ 73.37	\$ 56,348.16	\$ 116.42	\$ 89,410.56	\$ 140.00	\$ 107,520.00	\$ 70.00	\$ 53,760.00
B12	B12	Remove Existing Sump	EA	10	\$ 357.00	\$ 3,570.00	\$ 550.00	\$ 5,500.00	\$ 600.00	\$ 6,000.00	\$ 2,402.44	\$ 24,024.40	\$ 1,220.00	\$ 12,200.00	\$ 1,700.00	\$ 17,000.00
B13	B13	Re-Dig Existing & Replacement/Install New 8' Precast Sump (Complete with Frame & Grate)	EA	1	\$ 3,610.00	\$ 3,610.00	\$ 3,700.00	\$ 3,700.00	\$ 4,270.95	\$ 4,270.95	\$ 6,553.13	\$ 6,553.13	\$ 6,380.00	\$ 6,380.00	\$ 6,500.00	\$ 6,500.00
B14	B14	Install New 8' Precast Sump (Complete with Frame & Grate)	EA	12	\$ 3,250.00	\$ 39,000.00	\$ 3,700.00	\$ 44,400.00	\$ 3,532.95	\$ 42,395.40	\$ 4,176.82	\$ 50,121.84	\$ 5,430.00	\$ 65,160.00	\$ 5,100.00	\$ 61,200.00
B15	B15	Erosion Control & Compliance	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 6,900.00	\$ 6,900.00	\$ 2,500.00	\$ 2,500.00	\$ 15,384.46	\$ 15,384.46	\$ 4,000.00	\$ 4,000.00	\$ 25,000.00	\$ 25,000.00
Subtotal, SCHEDULE B						\$ 294,235.53		\$ 207,925.92		\$ 274,747.35		\$ 310,685.64		\$ 334,485.92		\$ 454,872.92
BID TAB SUMMARY																
					Gold Peak Excavating LLC		Knife River - Missoula		3 Rivers Landworks		J & J Excavating		Prospect Construction Inc. Missoula, MT		Western Excavating	
TOTAL BID COST of ALL SCHEDULES (A+B)					\$ 1,261,186.84		\$ 1,269,787.00		\$ 1,285,039.94		\$ 1,503,323.63		\$ 1,669,859.73		\$ 1,732,891.23	
APPRENTICESHIP BIDDER'S PREFERENCE																
					Gold Peak Excavating LLC		Knife River - Missoula		3 Rivers Landworks		J & J Excavating		Prospect Construction Inc. Missoula, MT		Western Excavating	
APPLIED FOR CITY OF MISSOULA APPRENTICESHIP BIDDER'S PREFERENCE?					NO		YES		NO		NO		YES		YES	
PREFERENCE VALUE (AT 5% OF BID)					N/A		\$ 63,489.35		N/A		N/A		\$ 83,492.99		\$ 86,644.56	
BID VALUE WITH PREFERENCE APPLIED (FOR EVALUATION ONLY)					\$ 1,261,186.84		\$ 1,206,297.65		\$ 1,285,039.94		\$ 1,503,323.63		\$ 1,586,366.74		\$ 1,646,246.67	

APPARENT LOW BID VALUE (WITH APPRENTICESHIP PREFERENCE APPLIED, IF ANY): \$ 1,206,297.65

APPARENT LOW BIDDER (WITH APPRENTICESHIP PREFERENCE APPLIED, IF ANY): Knife River - Missoula

ACTUAL BID VALUE FOR APPARENT LOW BIDDER (CONTRACT AWARD VALUE): \$ 1,269,787.00



SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

North 5th & 6th Street West Water Main Replacements & Surface Improvements

(Name of Project)

North 5th Street West, North 6th Street West, and Kennett Avenue in Missoula, MT

(Location)

As described in the Invitation to Bid.

CONTRACT IDENTIFICATION AND NUMBER:

North 5th & 6th West Water Main Replacements & Surface Improvements

Owner Project Number: 2020-045

Engineer Project Number: 20004269.00

THIS BID SUBMITTED TO:

City of Missoula

(Organization)

435 Ryman Street

(Street; P.O. Box)

Missoula

(City)

Montana

(State)

59802

(Zip Code)

ARTICLE 1 – CONTRACT

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

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

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

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Description</u>
<u>1</u>	<u>12/2</u>	<u>Meeting minutes / clarifications</u>
<u>2</u>	<u>12/9</u>	<u>Revised bid proposal</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 employee 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 15th, 2020
(Date) (Year)

Montana Contractor's Registration # 259751

Employer's Tax ID No. 86-2295757

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

Contractor or their Superintendent
Contractor or Superintendent's Name: Gold Peak Excavating LLC

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

- 1) Project Name: Mullen Build
Location: Missoula Date Complete: 11/1/22
Description (main size, type, length, etc.): 6", 8", 10", 12" and 16" DIP
Install 7200 Linear feet of the various sizes and appurtenances
Project Owner Contact: Gregory DSA Phone Number: (208) 995-0298
- 2) Project Name: McNitt Flats
Location: Missoula Date Complete: 10/05/2021
Description (main size, type, and length): Install 2200 Linear feet 12" DIP
with 4" & 2" services and all appurtenances
Project Owner Contact: Nak Tollefson Phone Number: 406-360-4153

3) Project Name: Remington Flats Phase 1
Location: Missoula Date Complete: 10/15/2021
Description (main size, type, and length): Install 2000 Linear Feet of 8" & 16" DTP, Services lines, and appurtenances
Project Owner Contact: Lance Cox Phone Number: 406-499-1194

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: Ken 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: _____
(Corporation Name)

State of Incorporation: _____

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

By: _____
(Signature of person authorized to sign)

Title: _____

Attest: _____
(Signature)

Business Address: _____

Phone No.: _____ FAX No.: _____

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

(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: Gold Peak Excavating LLC
(Partnership Name)

By: Brandon Bowman
(Signature)

Brandon Bowman
(Name, typed or printed)

Business Address: 12655 Mill Creek Rd
Lde, MT 59847

Phone No.: 406-525-0904 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):

Gold Peak Excavating, LLC
12655 Mill Creek Road
Lolo, MT 59847

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

Old Republic Surety Company
P. O. Box 1635
Milwaukee, WI 53201-1635

OWNER (Name and Address):

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

BID

Bid Due Date: December 15, 2022

Project as described in the Invitation to Bid:

**North 5th & 6th Street West Water Main Replacements & Surface Improvements
City Project No. 2020-045**

BOND

Bond Number: Bid Bond

Date (Not later than Bid due date): December 8, 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)

Gold Peak Excavating, LLC

Bidder's Name and Corporate Seal

By: Brandi Davis owner
Signature and Title

Attest: Tina Cambridge
Signature and Title

SURETY

(SEAL)

Old Republic Surety Company

Surety's Name and Corporate Seal

By: Brandi Davis
Signature and Title Brandi Davis Attorney in Fact

Attest: Tina Cambridge
Signature and Title Tina Cambridge 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.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

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

Brandi Davis

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 bail 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

Principal: Gold Peak Excavating, LLC

Obligee: City of Missoula

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 20th day of September, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner

Assistant Secretary



Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th 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

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.



Signed and sealed at the City of Brookfield, WI this 8th day of December, 2022.

Karen J. Haffner

Assistant Secretary

City of Missoula - North 5th and 6th Street
West Water Main Replacements Project

EQ# 22-1409

SRF Project Number

United States Environmental Protection Agency
Washington, DC 20460

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

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

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

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

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

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

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

Brandon Bowman Owner

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

12/15/2022

Date

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

SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

North 5th & 6th Street West Water Main Replacements & Surface Improvements

(Name of Project)

North 5th Street West, North 6th Street West, and Kennett Avenue in Missoula, MT

(Location)

As described in the Invitation to Bid.

CONTRACT IDENTIFICATION AND NUMBER:

North 5th & 6th West Water Main Replacements & Surface Improvements

Owner Project Number: 2020-045

Engineer Project Number: 20004269.00

THIS BID SUBMITTED TO:

City of Missoula

(Organization)

435 Ryman Street

(Street; P.O. Box)

Missoula

(City)

Montana

(State)

59802

(Zip Code)

ARTICLE 1 – CONTRACT

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

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

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

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Description</u>
<u>1</u>	<u>12/02/2022</u>	<u>Pre-bid meeting minutes and clarifications/revisions</u>
<u>2</u>	<u>12/09/2022</u>	<u>Additional clarifications</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.
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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.
- 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.
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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.

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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.

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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

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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.

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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

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.

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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 15, 2022
(Date) (Year)

Montana Contractor's Registration # 10089

Employer's Tax ID No. 81-0465363

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

Contractor or their Superintendent

Contractor or Superintendent's Name: Bob Hadac

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

1) Project Name: See attached

Location: _____ Date Complete: _____

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

Project Owner Contact: _____ Phone Number: _____

2) Project Name: _____

Location: _____ Date Complete: _____

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

Project Owner Contact: _____ Phone Number: _____

3) Project Name: _____

Location: _____ Date Complete: _____

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

Project Owner Contact: _____ Phone Number: _____

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

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

*minimum of one (1) required

ACI Concrete Flatwork Technician Certification ID#: 01266562

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

ACI Concrete Flatwork Technician Certification ID#: 01533892

If BIDDER is:

A Corporation


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

State of Incorporation: Montana

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

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

Title: Vice President

Attest:  Justin Hubbard
(Signature)

Business Address: 4800 Wilkie St

Missoula, MT 59808

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

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

(Corporate Seal)



An Individual

Name: _____
(Name typed or printed)

By: _____
(Individual's Signature)

Doing business as: _____

Business Address: _____

Phone No.: _____ FAX No: _____

A Partnership

Name: _____
(Partnership Name)

By: _____
(Signature)

(Name, typed or printed)

Business Address: _____

Phone No.: _____ FAX No: _____

A Joint Venture (Each Joint Venture must sign)

Joint Venturer Name: _____
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ FAX No: _____

Joint Venturer Name: _____
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ FAX No: _____

Address of Joint Venture for Receipt of Official Communication:

Address: _____

Phone No.: _____ FAX No: _____

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

END OF SECTION

Recent Project Experience for Bob Hadac
Knife River

Project Name	Size & Length of Water Main	Year	Owner	Engineer or Contractor	Contact Name	Address	Phone
Missoula Water - Broadway Water Main Replacement	Water - 12" x 710'	2022	Missoula Water	WGM	Cody Thorson	1111 East Broadway Missoula, MT 59802	406.728.4611
Heron's Landing Phase W1	Water - 8" x 1751', 12" x 694'	2021	Mullan Road Partners	WGM	Dustin Hover	1111 East Broadway Missoula, MT 59802	406.728.4611
Spurgin Ranch Subdivision	Sewer - 2" Force main x 2510' w/ 180' bore under irrigation ditch	2021	Spurgin Ranch LLC.	IMEG	Cory Davis	1817 S. Ave W. Missoula, MT 59801	406.721.0142
Missoula Water - East Pine Water Main Replacement	24" x 748', 12" x 375'	2020	Missoula Water	IMEG	Cory Davis	1817 S. Ave W. Missoula, MT 59801	406.721.0142
Missoula Water - West Pine Water Main Replacement	12" x 924', 68' bore under RR tracks	2020	Missoula Water	WGM Group	Cody Thorson	1111 E Broadway St. Missoula, MT 59802	406.721.4611
Missoula Water - Railroad St Water Main Replacement	12" x 947', 8" x 583'	2019	Missoula Water	Territorial Landworks	Cory Davis	1817 S. Ave W. Missoula, MT 59801	406.721.0142
Garden City Harvest - River Road Water Main Extension	12" x 898'	2019	Missoula Water	Territorial Landworks	Cory Davis	1817 S. Ave W. Missoula, MT 59801	406.721.0142
Missoula Water - Scott St Water Main Extension	12" x 2230'	2018	Missoula Water	Territorial Landworks	Cory Davis	1817 S. Ave W. Missoula, MT 59801	406.721.0142
Missoula Water - Kent Ave Water Main Replacement	8" x 1320'	2018	Missoula Water	Morrison Maierle	Jason Mercer	1 Engineering Pl Helena, MT 59602	406.442.3050

**APPRENTICESHIP BIDDER'S PREFERENCE APPLICATION
FORM**

Project Name:

North 5th & 6th Street West Water Main Replacements & Surface
Improvements Project

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	5300	530	10%

Table 2

Contractor or Sub-contractor	Apprentice Employee Name	Date of Hire	Date Enrolled in Apprentice Program	Length of Apprentice Program
JTL Group, Inc., dba Knife River	Construction Laborer			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

A handwritten signature in blue ink is written over a horizontal line. The signature appears to be "J. H. H. H. H. H.".

Date

12/15/2022

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):

Knife River - Missoula
4800 Wilkie Road
Missoula, MT 59808

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

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER (Name and Address):

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

BID

Bid Due Date: December 15, 2022

Project as described in the Invitation to Bid:

**North 5th & 6th Street West Water Main Replacements & Surface Improvements
City Project No. 2020-045**

BOND

Bond Number: Bid Bond

Date (Not later than Bid due date): December 15, 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

Knife River - Missoula

Bidder's Name and Corporate Seal

By:

Signature and Title Alrick Hale - Vice President

Attest:

Signature and Title Justin Hubbard - Estimator



SURETY

(SEAL)

Liberty Mutual Insurance Company

Surety's Name and Corporate Seal

By:

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

Attest:

Signature and Title Witness



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

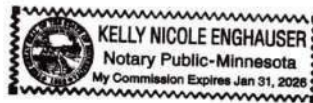
PENAL SUM FORM

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

Surety Acknowledgment

State of Minnesota }
County of Hennepin } ss.

On this 15th 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 Enghausen; 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
David M. Carey, Assistant Secretary

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
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 15th day of December, 2022.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

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

City of Missoula - North 5th and 6th Street
West Water Main Replacements Project

EQ# 22-1409

SRF Project Number

United States Environmental Protection Agency
Washington, DC 20460

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

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

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

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

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

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

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

Alrick Hale Vice President

Typed Name & Title of Authorized Representative

12/15/2022

Signature of Authorized Representative

Date

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

SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

North 5th & 6th Street West Water Main Replacements & Surface Improvements

(Name of Project)

North 5th Street West, North 6th Street West, and Kennett Avenue in Missoula, MT

(Location)

As described in the Invitation to Bid.

CONTRACT IDENTIFICATION AND NUMBER:

North 5th & 6th West Water Main Replacements & Surface Improvements

Owner Project Number: 2020-045

Engineer Project Number: 20004269.00

THIS BID SUBMITTED TO:

City of Missoula

(Organization)

435 Ryman Street

(Street; P.O. Box)

Missoula

(City)

Montana

(State)

59802

(Zip Code)

ARTICLE 1 – CONTRACT

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

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

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

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Description</u>
<u>1</u>	<u>12/02/2022</u>	<u>8337043a1 - Pre-Bid Minutes, Misc Clarifications</u>
<u>2</u>	<u>12/09/2022</u>	<u>8337043a2 - Misc 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 15th, 2022
(Date) (Year)

Montana Contractor's Registration # 260973

Employer's Tax ID No. 86-2836566

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

Contractor or their Superintendent

Contractor or Superintendent's Name: Brian Wetmore

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

1) Project Name: Beckwith Street Water Main Replacement

Location: Missoula, MT Date Complete: 11/2022

Description (main size, type, length, etc.): Installation of a replacement main in Beckwith Avenue, between Rollins Street and Woodford Street, in Missoula, Montana. Includes installation of new 8" ductile iron water main, horizontal directional drilled water main, new fire hydrants, connections to existing mains, water service swaps, abandonment of existing mains, and restoration of disturbed area.

Project Owner Contact: City of Msla/Msla Water Phone Number: 406-552-6073

2) Project Name: Buena Vista Community Phase 2 Wastewater Improvements

Location: Missoula, MT Date Complete: Ongoing

Description (main size, type, and length): Consists of approximately 2,400 lineal feet of new sewer main with associated manholes, 36 new service connections, clean outs and appurtenances. The project will also includes sludge removal, lagoon restoration, and lining two existing City of Missoula manholes.

Project Owner Contact: Missoula County Phone Number: 406-258-3688

3) Project Name: OKeefe Subdivision

Location: Missoula, MT

Date Complete: 2021

Description (main size, type, and length): Complete subdivision construction including grading, gravel, curb, sidewalk, sewer main and services and water system including connection to existing main, detention pond bore, installation of 7,000 LF water main and services.

Project Owner Contact: Scott Krajack

Phone Number: 208-659-4833

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 Sally

*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: 3 Rivers Landworks, LLC

(Corporation Name)

State of Incorporation: Montana

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

By: _____

(Signature of person authorized to sign)

Title: Construction Manager / Owner

Attest: _____

(Signature)

Business Address: 14286 Turah Road

Clinton, MT 59825

Phone No.: 406-396-2051

FAX No: _____

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

(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: N 5th & 6th Str W Water Main
Estimated Percentage of Apprentice
Hours to Total Labor Hours: 10%



Table 1

Contractor or Sub-contractor	MT Apprentice Program Number	Apprenticeable Trades	Total Estimated Labor Hours	Estimated Apprentice Labor Hours	Percentage of Apprentice Hours to Total Labor Hours
3 Rivers Landworks	In Progress	Pipe Layer	480	53	11%

Table 2

Contractor or Sub-contractor	Apprentice Employee Name	Date of Hire	Date Enrolled in Apprentice Program	Length of Apprentice Program
3 Rivers Landworks	TBD at time of project			

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

Signature of General Contractor

Date

12/15/22

PENAL SUM FORM

BID BOND

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

BIDDER (Name and Address):

Three 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):

City of Missoula
435 Ryman Street
Missoula, MT 59802

BID

Bid Due Date: December 15, 2022

Project as described in the Invitation to Bid:

North 5th & 6th Street West Water Main Replacements & Surface Improvements
City Project No. 2020-045

BOND

Bond Number: Bid Bond

Date (Not later than Bid due date): December 7, 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)

Three Rivers Landworks LLC

Bidder's Name and Corporate Seal

By: [Signature]

Signature and Title Brian Wetmore - Owner

Attest: [Signature]

Signature and Title Kelly Youbles - Witness

SURETY

(SEAL)

Western Surety Company

Surety's Name and Corporate Seal

By: [Signature]

Signature and Title Brandi Davis Attorney in Fact

Attest: [Signature]

Signature and Title Tina Combridge 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

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 -

Surety Bond No.: Bid Bond

Principal: Three Rivers Landworks LLC

Obligee: City of Missoula

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 16th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

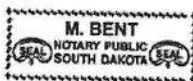
State of South Dakota
County of Minnehaha

} ss

On this 16th day of June, 2021, 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, 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 7th day of December, 2022.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

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.

City of Missoula - North 5th and 6th Street
West Water Main Replacements Project

EQ# 22-1409

SRF Project Number

United States Environmental Protection Agency
Washington, DC 20460

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

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

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

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

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

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

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

Brian Wetmore - Construction Manager / Owner

Typed Name & Title of Authorized Representative



Signature of Authorized Representative

12/12/2022

Date

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

SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

North 5th & 6th Street West Water Main Replacements & Surface Improvements
(Name of Project)

North 5th Street West, North 6th Street West, and Kennett Avenue in Missoula, MT
(Location)

As described in the Invitation to Bid.

CONTRACT IDENTIFICATION AND NUMBER:

North 5th & 6th West Water Main Replacements & Surface Improvements
Owner Project Number: 2020-045
Engineer Project Number: 20004269.00

THIS BID SUBMITTED TO:

City of Missoula
(Organization)

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

Missoula
(City)

Montana
(State)

59802
(Zip Code)

ARTICLE 1 – CONTRACT

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

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

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

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Description</u>
<u>1</u>	<u>December 2, 2022</u>	<u>Pre-Bid minutes and clarification of biditems</u>
<u>2</u>	<u>December 9, 2022</u>	<u>Clarifications and addition of biditems</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 15th, 2022
(Date) (Year)

Montana Contractor's Registration # 3269

Employer's Tax ID No. 84-1426820

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

Contractor or their Superintendent

Contractor or Superintendent's Name: J & J Excavating and Trucking Inc. Brandon O'Brien & Chris Maloney

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

1) Project Name: Brookdale Elementary

Location: Tacoma, WA Date Complete: December 2021

Description (main size, type, length, etc.): 8" Ductile Iron Main 2,212 LF & 6" Ductile Iron Main 948 LF

Project Owner Contact: Brookdale Elementary Phone Number: 253-298-3100

2) Project Name: Collins Elementary

Location: Tacoma, WA Date Complete: 2018

Description (main size, type, and length): 6" Ductile Iron Main 200 LF & 8" Ductile Iron Main 1,200 LF
& 12" Ductile Iron Main 1,100 LF

Project Owner Contact: Collins Elementary Phone Number: 253-298-3000

3) Project Name: First Steele

Location: Tacoma, WA

Date Complete: 2022

Description (main size, type, and length): 8" Ductile Iron Main 1,450 LF & 12" Ductile Main 800 LF

Project Owner Contact: Parkland Light & Water

Phone Number: 253-531-5666

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)

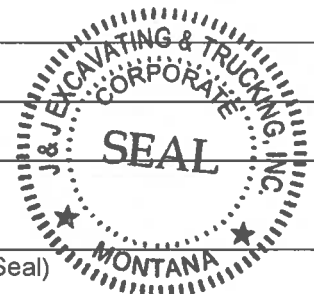
Business Address: P.O. Box 1068, Hamilton, MT, 59840

Phone No.: 406-961-1511

FAX No: N/A

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

(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

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):

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

BID

Bid Due Date: 12/15/2022

Project as described in the Invitation to Bid:

**North 5th & 6th Street West Water Main Replacements & Surface Improvements
City Project No. 2020-045**

BOND

Bond Number: Bid/None

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

Penal sum TEN PERCENT OF THE TOTAL AMOUNT BID
(Words)

10% OF BID AMOUNT
(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

President

Attest: [Signature]
Signature and Title

Office Manager

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.



OLD REPUBLIC SURETY COMPANY

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 bail 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
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
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
Notary Public

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
Assistant Secretary

ORSC 22262 (3-06)

Integrity Surety, LLC

City of Missoula - North 5th and 6th Street
West Water Main Replacements Project

EQ# 22-1409

SRF Project Number

United States Environmental Protection Agency
Washington, DC 20460

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

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

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

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

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

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

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

Jake King President

Typed Name & Title of Authorized Representative


Signature of Authorized Representative

12/15/2022
Date

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

SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

North 5th & 6th Street West Water Main Replacements & Surface Improvements

(Name of Project)

North 5th Street West, North 6th Street West, and Kennett Avenue in Missoula, MT

(Location)

As described in the Invitation to Bid.

CONTRACT IDENTIFICATION AND NUMBER:

North 5th & 6th West Water Main Replacements & Surface Improvements

Owner Project Number: 2020-045

Engineer Project Number: 20004269.00

THIS BID SUBMITTED TO:

City of Missoula

(Organization)

435 Ryman Street

(Street; P.O. Box)

Missoula

(City)

Montana

(State)

59802

(Zip Code)

ARTICLE 1 – CONTRACT

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

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

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

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Description</u>
<u>1</u>	<u>12/02/22</u>	<u>Additions, revisions, clarification, & pre-bid minutes</u>
<u>2</u>	<u>12/9/22</u>	<u>Clarifications, addition of bid item</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 15th, 2022
(Date) (Year)

Montana Contractor's Registration # 255598

Employer's Tax ID No. 91-1871877

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

Contractor or their Superintendent
Contractor or Superintendent's Name: Prospect Construction, Inc., dba Prospect Construction Group, Inc.

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

1) Project Name: Mount Ave & South 14th Street West Water Main Replacement

Location: Missoula, MT Date Complete: 11/09/2021

Description (main size, type, length, etc.): Water main replacements in two areas. New 8" and 12" ductile iron water mains, bored steel casing pipe under railroad tracks, and related items.

Project Owner Contact: Andy Schultz, PE Phone Number: (406) 552-6758

2) Project Name: Stoddard/Cooley Water Main

Location: Missoula, MT Date Complete: 09/02/2022

Description (main size, type, and length): Install approximately 2,600 linear feet of 8" water main, 55 new water services, 3,260 linear feet of asphalt patch, and associated demo, restoration, etc.

Project Owner Contact: Andy Schultz, PE Phone Number: (406) 552-6758

3) Project Name: Cooper Street Alley Water Main Replacement Project

Location: Missoula, MT Date Complete: 09/15/2022

Description (main size, type, and length): New water mains (combination of bored and trenchless 4" HDPE and 8" ductile iron), fire hydrant assemblies, connections, swaps, restoration, etc.

Project Owner Contact: Andy Schultz, PE Phone Number: (406) 552-6758

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 Saale, CSS Contracting
*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: Prospect Construction, Inc., dba Prospect Construction Group, Inc.
(Corporation Name)

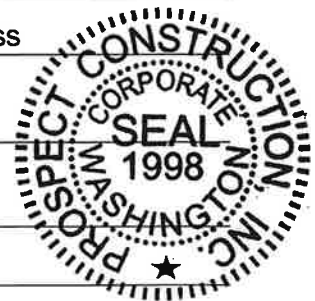
State of Incorporation: State of Washington

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

By: 
(Signature of person authorized to sign)

Title: Nick Patch, V.P. of Civil & Water Resources

Attest: 
(Signature)



Business Address: 2605 W Broadway St, Ste B, Missoula, MT 59808

Phone No.: (406) 493-1300 FAX No.: (253) 446-1601

Date of Qualification To Do Business [in Montana] Is: May 27, 2020

(Corporate Seal)

An Individual

Name: N/A
(Name typed or printed)

By: _____
(Individual's Signature)

Doing business as: _____

Business Address: _____

Phone No.: _____ FAX No: _____

A Partnership

Name: N/A
(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: N/A
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ FAX No: _____

Joint Venturer Name: N/A
(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

RESOLUTION OF BOARD OF DIRECTORS OF
PROSPECT CONSTRUCTION, INC.

CORPORATE RESOLUTION

IT IS HEREBY RESOLVED by the Board of Directors of Prospect Construction, Inc., a Washington Corporation, that Bryce McLaren, President, Ryan Sondgroth, V.P. of Estimating, Susan L. Dunn, Secretary, Nick Patch, V.P of Civil and Water Resources, and Chris Janes, V.P of Water and Wastewater Construction are hereby authorized, on behalf of the Corporation to execute alone and deliver any and all instruments and documents which may be necessary and proper.

IN WITNESS WHEREOF, I have hereunto set my had as Secretary of said Corporation, and affixed its Corporate Seal by order of its Board of Trustees, this 10th day of August, 2022.

ATTEST:

PROSPECT CONSTRUCTION, INC.



SUSAN DUNN
Secretary





BRYCE MCLAREN
President

APPRENTICESHIP BIDDER'S PREFERENCE APPLICATION FORM

Project Name:

North 5th & 6th Street West Water Main
Replacements & Surface Improvements



Estimated Percentage of Apprentices Hours
to Total Labor Hours:

441 total = 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
Prospect Construction, Inc.	2018-MT-69764	Laborers AGC	1268	127	10%
Prospect Construction, Inc.	2017-MT-69272	Montana Operating Engineers AGCJATI Local 400	3139	314	10%

Table 2

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

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

Signature of General Contractor

Nick Patel

Date

12/15/22

PENAL SUM FORM

BID BOND

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

BIDDER (Name and Address):

Prospect Construction, Inc DBA Prospect Construction Group Inc.
2605 W Broadway, Suite B
Missoula, MT 59808

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

Liberty Mutual Insurance Company
1001 4th Avenue, Suite 3700
Seattle, WA 98154

OWNER (Name and Address):

City of Missoula
435 Ryman Street
Missoula, MT 59802

BID

Bid Due Date: 12/15/2022

Project as described in the Invitation to Bid:

**North 5th & 6th Street West Water Main Replacements & Surface Improvements
City Project No. 2020-045**

BOND

Bond Number: Bid

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

Penal sum Ten Percent of the Total Bid Amount 10% of the Total 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

Prospect Construction, Inc DBA
Prospect Construction Group Inc.
Bidder's Name and Corporate Seal

By: Nick Patch
Signature and Title VP Civil / Water Resources
Nick Patch

Attest: LJ Elliott
Signature and Title Project Engineer
LJ Elliott

SURETY

Liberty Mutual Insurance Company
Surety's Name and Corporate Seal

By: Katharine J. Snider
Signature and Title Katharine J. Snider,
Attorney-in-Fact

Attest: Cynthia L. Jay
Signature and Title Cynthia L. Jay, Witness



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.



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: **8207353-023049**

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, Aliceon A. Keltner; Alyssa J. Lopez; Amber Lynn Reese; Amelia G. Burrill; Annelies M. Richie; Brandon K. Bush; Brent E. Heilesen; Carley Espiritu; Christopher Kinyon; Cynthia L. Jay; Dana Marie Brinkley; Diane M. Harding; Donald Shanklin, Jr.; Eric A. Zimmerman; Erica E. Mosley; Holli Albers; Jacob T. Haddock; James B. Binder; Jamie L. Marques; Julie R. Truitt; Justin Dean Price; Kari Michelle Motley; Katharine J. Snider; Lindsey Elaine Jorgensen; Lois F. Weathers; Michael Mansfield; Misti M. Webb; Sara Sophie Sellin; Tamara A. Ringeisen

all of the city of Tacoma state of WA 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 17th day of February, 2022.



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

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 17th day of February, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By:

Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of December, 2022.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

City of Missoula - North 5th and 6th Street
West Water Main Replacements Project

EQ# 22-1409

SRF Project Number

United States Environmental Protection Agency
Washington, DC 20460

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

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

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

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

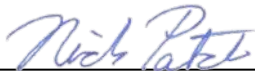
(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

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

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

Nick Patch, V.P. of Civil & Water Resources

Typed Name & Title of Authorized Representative



12/15/2022

Signature of Authorized Representative

Date

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

SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

North 5th & 6th Street West Water Main Replacements & Surface Improvements
(Name of Project)

North 5th Street West, North 6th Street West, and Kennett Avenue in Missoula, MT
(Location)

As described in the Invitation to Bid.

CONTRACT IDENTIFICATION AND NUMBER:

North 5th & 6th West Water Main Replacements & Surface Improvements
Owner Project Number: 2020-045
Engineer Project Number: 20004269.00

THIS BID SUBMITTED TO:

City of Missoula
(Organization)

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

Missoula
(City)

Montana
(State)

59802
(Zip Code)

ARTICLE 1 – CONTRACT

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

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

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

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Description</u>
<u>1</u>	<u>12-2-22</u>	
<u>2</u>	<u>12-9-22</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 15, 2022
(Date) (Year)

Montana Contractor's Registration # 11305

Employer's Tax ID No. 20-1686509

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

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

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

- 1) Project Name: 3rd St. Water Main (Orange to Myrtle)
Location: Missoula, MT Date Complete: 10/2022
Description (main size, type, length, etc.): 1,037 LF 8" Main, 1,088 LF Service Lines

Project Owner Contact: City of Missoula Phone Number: 552-6700

- 2) Project Name: Warden & Howell Water Main Replacement
Location: Missoula, MT Date Complete: 9/2022
Description (main size, type, and length): 2,273 LF 8" Main

Project Owner Contact: City of Missoula Phone Number: 552-6700

3) Project Name: South 3rd St. Water Main Replacement
Location: Missoula, MT 59801 Date Complete: 7/2020
Description (main size, type, and length): 1,870 LF 8" Main, 1,106 LF Service Lines
Project Owner Contact: City of Missoula Phone Number: 552-6700

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

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

ACI Concrete Flatwork Technician Certification ID#: 01321058

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

ACI Concrete Flatwork Technician Certification ID#: _____

If BIDDER is:

A Corporation

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

State of Incorporation: Montana

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

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

Title: Vice President

Attest: [Signature]
(Signature)

Business Address: P.O. Box 4746
Missoula, MT 59806

Phone No.: 798-1400 FAX No: 542-3639

Date of Qualification To Do Business [in Montana] Is: 9/20/04

(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:

North 5th + 6th Street West Water

Estimated Percentage of Apprentices Hours
to Total Labor Hours:

15%



Table 1

Contractor or Sub-contractor	MT Apprenticeship Program Number	Apprenticeable Trades	Total Estimated Labor Hours	Estimated Apprenticeship Labor Hours	Percentage of Apprentices Hours to Total Labor Hours
Western Excavating	2019-MT 74214	Construction Labor 47-2061-00	6,669	1000	15%

Table 2

Contractor or Sub-contractor	Apprentice Employee Name	Date of Hire	Date Enrolled in Apprenticeship Program	Length of Apprenticeship Program
Western Excavating	Tom Spencer	9/20/14	12/12/22	2 years.

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

Signature of General Contractor

Date

12/14/22

PENAL SUM FORM

BID BOND

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

BIDDER (Name and Address):

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

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

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

OWNER (Name and Address):

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

BID

Bid Due Date: December 15, 2022

Project as described in the Invitation to Bid:

**North 5th & 6th Street West Water Main Replacements & Surface Improvements
City Project No. 2020-045**

BOND

Bond Number: Bid Bond

Date (Not later than Bid due date): December 6, 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

SURETY

(SEAL)

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

Berkley Insurance Company
Surety's Name and Corporate Seal

By: [Signature]
Signature and Title Vice President

By: [Signature]
Signature and Title Brandi Davis Attorney in Fact

Attest: [Signature]
Signature and Title operations manager

Attest: [Signature]
Signature and Title Shawna Tjaaland Witness

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

PENAL SUM FORM

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

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

No. BI-SurePath-a

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

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

Surety Bond No.: Bid Bond

Principal: Mytty Excavating, Inc. DBA Western Excavating

Obligee: City of Missoula

Amount of Bond: See Bond Form

PayneWest Insurance, Inc.

Missoula, MT

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

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

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

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

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

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

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

(Seal)



Attest:

By

Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

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

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

Notary Public, State of Connecticut

CERTIFICATE

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

Given under my hand and seal of the Company, this 6th day of December, 2022

(Seal)



Vincent P. Forte

City of Missoula - North 5th & 6th Street
West Water Main Replacement Project

EQ# 22-1409

SRF Project Number

United States Environmental Protection Agency
Washington, DC 20460

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

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

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

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

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

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

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

Riley Mytty, Vice President

Typed Name & Title of Authorized Representative



Signature of Authorized Representative

12/6/21

Date

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