



December 28, 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: Lower Rattlesnake PRV & Water Main Replacement Project
City Project #2021-030, EQ #22-2395
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 14th, 2022, at 2:00 p.m. (local MT time), and then opened online through the QuestCDN site by City of Missoula Utility Engineer, Andy Schultz. At the time of bid opening, six (6) electronic bids were received from: RLC Enterprise, Knife River, Western Excavating, 3 Rivers Landworks, Emerine Contracting, and Grant Creek 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. Note that the City of Missoula Apprenticeship Bidder's Preference did not apply for this project and therefore no documents related to it were included.

We have reviewed the submitted bids for completeness, and accuracy including the unit prices and total bid price. A review of the Bid Form completeness was conducted. All contractors acknowledged the two (2) addenda, listed projects of similar scope and complexity, completed the Bid Form, completed the Debarment Certification form, and provided unit prices and totals for all items and schedules through the QuestCDN website.

There were a few minor inconsistencies to point out from the submitted documentation:

- Emerine Contracting
 - Did not list a third previous experience project. In the "Instructions to Bidders" of the project manual states "Lack of experience in successfully completing projects of a similar size with similar complexity may be construed as constituting a non-qualified bidder as determined by the OWNER" which implies it is may but doesn't necessarily constitute a rejection of the bid.
- Grant Creek Excavating
 - Provided a correct Debarment Certification form for the initialed line at the end of the form that states "I am unable to certify to the above statements. My explanation is attached." Based on discussion directly with this contractor, it was determined that this was checked in error and an unintentional mistake, and they are not actually debarred.

It is up to the City of Missoula if any of these constitute a rejection of a bid. None of these items impacted the apparent lowest responsive bidder.

After our thorough review, it has been determined that RLC Enterprise LLC is the apparent lowest responsive bidder for the project. See attached for a Bid Tabulation including both contractors' bid costs and the engineer's estimated cost.

After discussion with you, we recommend award to the lowest responsive bidder, RLC Enterprise LLC for the bid cost of \$179,909.17 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 – RLC Enterprise
- Bid Form, Bid Bond, Debarment Certification Form – Knife River
- Bid Form, Bid Bond, Debarment Certification Form – Western Excavating
- Bid Form, Bid Bond, Debarment Certification Form – 3 Rivers Landworks
- Bid Form, Bid Bond, Debarment Certification Form – Emerine Contracting
- Bid Form, Bid Bond, Debarment Certification Form – Grant Creek 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\2021\21003933.00\Construction\5_Bidding\3_Bid Tabs & Award\ltr.2022-12-28.CityMsla.Bid Results & Recommendation.Lower Ratt PRV Water Main.docx



BID TABULATION																		
City of Missoula - Lower Rattlesnake Water Main Replacement & PRV																		
Bid Due & Opening Date: 12/14/2022 @ 2:00 pm (local MT time)																		
City of Missoula Project# 2021-030																		
IMEG Project# 21003933.00																		
					Engineer Estimate		RLC Enterprise		Knife River		Western Excavating		3 Rivers Landworks		Emerine Contracting		Grant Creek 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	Unit Price	Total
SCHEDULE A: WATER MAIN REPLACEMENT																		
A1	A1	Miscellaneous Work	EA	20,000	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00
A2	A2	Permits (Excavation New Water Main per City of Missoula)	LS	1	\$ 2,928.00	\$ 2,928.00	\$ 2,928.00	\$ 2,928.00	\$ 2,928.00	\$ 2,928.00	\$ 2,928.00	\$ 2,928.00	\$ 2,928.00	\$ 2,928.00	\$ 2,928.00	\$ 2,928.00	\$ 2,928.00	\$ 2,928.00
A3	A3	Water Service Repair Permit(s) (per City of Missoula)	EA	3	\$ 269.00	\$ 807.00	\$ 269.00	\$ 807.00	\$ 269.00	\$ 807.00	\$ 269.00	\$ 807.00	\$ 269.00	\$ 807.00	\$ 269.00	\$ 807.00	\$ 269.00	\$ 807.00
A4	A4	Mobilization / Demobilization	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 10,500.00	\$ 10,500.00	\$ 9,000.00	\$ 9,000.00	\$ 4,500.00	\$ 4,500.00	\$ 22,635.60	\$ 22,635.60	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00
A5	A5	Construction Traffic Control (MPWSS 01570 & City of Missoula)	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 7,124.25	\$ 7,124.25	\$ 9,400.00	\$ 9,400.00	\$ 8,000.00	\$ 8,000.00	\$ 8,195.00	\$ 8,195.00	\$ 7,500.00	\$ 7,500.00	\$ 7,778.00	\$ 7,778.00
A6	A6	Erosion Control & Compliance	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 6,440.00	\$ 6,440.00	\$ 900.00	\$ 900.00	\$ 5,000.00	\$ 5,000.00	\$ 3,520.00	\$ 3,520.00	\$ 7,500.00	\$ 7,500.00	\$ 1,430.00	\$ 1,430.00
A7	A7	Testing and Start Up (including any/all temporary blowoffs and/or air reliefs)	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 6,156.09	\$ 6,156.09	\$ 9,000.00	\$ 9,000.00	\$ 10,000.00	\$ 10,000.00	\$ 8,350.09	\$ 8,350.09	\$ 13,500.00	\$ 13,500.00	\$ 7,343.00	\$ 7,343.00
A8	A8	PRV Vault Manhole & Components (Complete)	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 17,300.06	\$ 17,300.06	\$ 14,600.00	\$ 14,600.00	\$ 28,000.00	\$ 28,000.00	\$ 22,865.51	\$ 22,865.51	\$ 25,500.00	\$ 25,500.00	\$ 49,007.00	\$ 49,007.00
A9	A9	8" x 8" Tapping Sleeve & Hot Tap Connection	LS	2	\$ 4,500.00	\$ 9,000.00	\$ 1,589.32	\$ 3,178.64	\$ 2,300.00	\$ 4,600.00	\$ 2,250.00	\$ 4,500.00	\$ 4,457.40	\$ 8,914.80	\$ 2,000.00	\$ 4,000.00	\$ 4,610.00	\$ 9,220.00
A10	A10	8" x 8" x 8" Tee	EA	2	\$ 1,800.00	\$ 3,600.00	\$ 971.57	\$ 1,943.14	\$ 1,400.00	\$ 2,800.00	\$ 1,500.00	\$ 3,000.00	\$ 603.62	\$ 1,207.24	\$ 2,200.00	\$ 4,400.00	\$ 4,401.00	\$ 8,802.00
A11	A11	8" Class 350 D.I.P. Water Main	LF	222	\$ 160.00	\$ 35,520.00	\$ 120.37	\$ 26,722.14	\$ 136.00	\$ 30,192.00	\$ 105.00	\$ 23,310.00	\$ 138.61	\$ 30,771.42	\$ 150.00	\$ 33,300.00	\$ 183.00	\$ 40,626.00
A12	A12	6" Class 350 D.I.P. Water Main	LF	40	\$ 140.00	\$ 5,600.00	\$ 38.01	\$ 1,520.40	\$ 120.00	\$ 4,800.00	\$ 75.00	\$ 3,000.00	\$ 95.08	\$ 3,803.20	\$ 145.00	\$ 5,800.00	\$ 213.00	\$ 8,520.00
A13	A13	8" Gate Valve and Valve Box	EA	6	\$ 2,500.00	\$ 15,000.00	\$ 2,606.83	\$ 15,640.98	\$ 3,300.00	\$ 19,800.00	\$ 3,850.00	\$ 23,100.00	\$ 2,892.77	\$ 17,356.62	\$ 4,000.00	\$ 24,000.00	\$ 4,125.00	\$ 24,750.00
A14	A14	8" x 6" Reducer/Increaser	EA	4	\$ 900.00	\$ 3,600.00	\$ 532.40	\$ 2,129.60	\$ 1,100.00	\$ 4,400.00	\$ 750.00	\$ 3,000.00	\$ 544.07	\$ 2,176.28	\$ 2,000.00	\$ 8,000.00	\$ 1,480.00	\$ 5,920.00
A15	A15	8" Bend (any angle, 45° and 90°)	EA	8	\$ 1,000.00	\$ 8,000.00	\$ 616.66	\$ 4,933.28	\$ 1,100.00	\$ 8,800.00	\$ 690.00	\$ 5,520.00	\$ 611.28	\$ 4,890.24	\$ 2,000.00	\$ 16,000.00	\$ 1,309.00	\$ 10,472.00
A16	A16	Remove and Replace Existing Hydrant (near Locust/Taylor)	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 7,057.86	\$ 7,057.86	\$ 7,400.00	\$ 7,400.00	\$ 10,000.00	\$ 10,000.00	\$ 12,917.62	\$ 12,917.62	\$ 7,800.00	\$ 7,800.00	\$ 11,629.00	\$ 11,629.00
A17	A17	6" X 6" X 6" Tee (for Replacement Hydrant near Locust/Taylor)	EA	1	\$ 1,800.00	\$ 1,800.00	\$ 738.74	\$ 738.74	\$ 1,700.00	\$ 1,700.00	\$ 1,385.00	\$ 1,385.00	\$ 984.98	\$ 984.98	\$ 7,500.00	\$ 7,500.00	\$ 4,446.00	\$ 4,446.00
A18	A18	6" Gate Valve and Valve Box (for Replacement Hydrant near Locust/Taylor)	EA	1	\$ 2,300.00	\$ 2,300.00	\$ 1,950.64	\$ 1,950.64	\$ 3,100.00	\$ 3,100.00	\$ 2,650.00	\$ 2,650.00	\$ 4,387.38	\$ 4,387.38	\$ 3,500.00	\$ 3,500.00	\$ 3,665.00	\$ 3,665.00
A19	A19	Connection to Existing 8" Water Main(s) (includes any pups of 8" D.I.P.)	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 539.86	\$ 1,079.72	\$ 1,600.00	\$ 3,200.00	\$ 2,350.00	\$ 4,700.00	\$ 7,429.68	\$ 14,859.36	\$ 3,200.00	\$ 6,400.00	\$ 5,200.00	\$ 10,400.00
A20	A20	Connection to Existing 6" Water Main(s) (includes any pups of 6" D.I.P.)	EA	4	\$ 3,000.00	\$ 12,000.00	\$ 493.55	\$ 1,974.20	\$ 1,700.00	\$ 6,800.00	\$ 2,350.00	\$ 9,400.00	\$ 7,465.73	\$ 29,862.92	\$ 3,000.00	\$ 12,000.00	\$ 4,502.00	\$ 18,008.00
A21	A21	Cut and Cap Existing 6" Water Main(s) (near Station 1 + 60)	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,203.56	\$ 1,203.56	\$ 1,700.00	\$ 1,700.00	\$ 1,500.00	\$ 1,500.00	\$ 1,005.52	\$ 1,005.52	\$ 2,500.00	\$ 2,500.00	\$ 2,520.00	\$ 2,520.00
A22	A22	Cut and Cap Existing 6" Water Main(s) at Cross in Locust/Harrison (Four (4) 6" caps)	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 4,305.69	\$ 4,305.69	\$ 6,700.00	\$ 6,700.00	\$ 5,500.00	\$ 5,500.00	\$ 4,022.07	\$ 4,022.07	\$ 7,200.00	\$ 7,200.00	\$ 6,408.00	\$ 6,408.00
A23	A23	2" or Smaller Tapping Saddle for 8" Water Main	EA	3	\$ 100.00	\$ 300.00	\$ 102.58	\$ 307.74	\$ 100.00	\$ 300.00	\$ 102.00	\$ 306.00	\$ 221.42	\$ 664.26	\$ 330.00	\$ 990.00	\$ 105.00	\$ 315.00
A24	A24	2" or Smaller Corporation Stop	EA	3	\$ 150.00	\$ 450.00	\$ 127.19	\$ 381.57	\$ 130.00	\$ 390.00	\$ 127.00	\$ 381.00	\$ 241.66	\$ 724.98	\$ 150.00	\$ 450.00	\$ 130.00	\$ 390.00
A25	A25	Labor for Making 2" or Smaller Service Tap(s)	EA	3	\$ 250.00	\$ 750.00	\$ 56.01	\$ 168.03	\$ 190.00	\$ 570.00	\$ 50.00	\$ 150.00	\$ 120.00	\$ 360.00	\$ 750.00	\$ 2,250.00	\$ 862.00	\$ 2,586.00
A26	A26	Connection to Existing 2" or Smaller Water Service Lines	EA	3	\$ 400.00	\$ 1,200.00	\$ 162.69	\$ 488.07	\$ 310.00	\$ 930.00	\$ 1,200.00	\$ 3,600.00	\$ 342.05	\$ 1,026.15	\$ 750.00	\$ 2,250.00	\$ 1,551.00	\$ 4,653.00
A27	A27	1" SIDR 7 HDPE Water Service Lines	LF	73	\$ 70.00	\$ 5,110.00	\$ 113.41	\$ 8,278.93	\$ 68.00	\$ 4,964.00	\$ 46.00	\$ 3,358.00	\$ 71.78	\$ 5,239.94	\$ 15.00	\$ 1,095.00	\$ 85.00	\$ 6,205.00
A28	A28	Curb Stops and Boxes	EA	3	\$ 400.00	\$ 1,200.00	\$ 397.78	\$ 1,193.34	\$ 400.00	\$ 1,200.00	\$ 550.00	\$ 1,650.00	\$ 584.77	\$ 1,754.31	\$ 1,000.00	\$ 3,000.00	\$ 700.00	\$ 2,100.00
A29	A29	Asphalt Cushion & Backfill Replacements (per City of Missoula)	LF	310	\$ 35.00	\$ 10,850.00	\$ 20.02	\$ 6,206.20	\$ 26.00	\$ 8,060.00	\$ 28.00	\$ 8,680.00	\$ 36.54	\$ 11,328.33	\$ 75.00	\$ 23,250.00	\$ 42.00	\$ 13,020.00
A30	A30	3" Asphalt Pave Back & Asphalt Restoration (per City of Missoula)	LF	310	\$ 35.00	\$ 10,850.00	\$ 48.23	\$ 14,951.30	\$ 30.00	\$ 9,300.00	\$ 52.00	\$ 16,120.00	\$ 54.34	\$ 16,846.33	\$ 85.00	\$ 26,350.00	\$ 63.00	\$ 19,530.00
A31	A31	Tree Removal & Disposal	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 2,300.00	\$ 2,300.00	\$ 1,400.00	\$ 1,400.00	\$ 800.00	\$ 800.00	\$ 960.00	\$ 960.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00
Subtotal, SCHEDULE A						\$ 270,865.00		\$ 179,909.17		\$ 199,741.00		\$ 214,845.00		\$ 265,365.15		\$ 296,270.00		\$ 318,478.00
BID TAB SUMMARY																		
					Engineer Estimate		RLC Enterprise		Knife River		Western Excavating		3 Rivers Landworks		Emerine Contracting		Grant Creek Excavating	
TOTAL BID COST of ALL SCHEDULES (A)					\$	270,865.00	\$	179,909.17	\$	199,741.00	\$	214,845.00	\$	265,365.15	\$	296,270.00	\$	318,478.00



SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

Lower Rattlesnake PRV & Water Main Replacement

(Name of Project)

Intersection of Locust Street and Harrison Street in Missoula, MT.

(Location)

As described in the Invitation to Bid.

CONTRACT IDENTIFICATION AND NUMBER:

Lower Rattlesnake PRV & Water Main Replacement

Owner Project Number: 2021-030

Engineer Project Number: 21003933.00

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>
1	12/2/2022	Pre-bid meeting minutes, miscellaneous clarifications/revisions.
2	12/9/2022	Miscellaneous clarifications/revisions.

- 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 14th, 2022
(Date) (Year)

Montana Contractor's Registration # 257656

Employer's Tax ID No. 85-2167568

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

Contractor or their Superintendent

Contractor or Superintendent's Name: Bobby Barnhouse

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: Reynolds Middle School

Location: Pasco Washington Date Complete: September 2018

Description (main size, type, length, etc.): 8" ductile, 1,800LF

Project Owner Contact: Chervenell Construction Co Phone Number: 509-735-3377

2) Project Name: Rosalind Franklin Elementary

Location: Pasco Washington Date Complete: October 2018

Description (main size, type, and length): 8" ductile, 1,200LF

Project Owner Contact: Chervenell Construction Co Phone Number: 509-735-3377

3) Project Name: Dessert Sky Elementary School

Location: West Richland Washington Date Complete: July 2019

Description (main size, type, and length): 8" ductile, 2,800LF

Project Owner Contact: Chervenell Construction Co Phone Number: 509-735-3377

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

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

ACI Concrete Flatwork Technician Certification ID#: 01392311

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

ACI Concrete Flatwork Technician Certification ID#: N/A

If BIDDER is:

A Corporation

Name: RLC Enterprise Inc
(Corporation Name)

State of Incorporation: Montana

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

By: 
(Signature of person authorized to sign)

Title: Owner

Attest: 
(Signature)

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

Phone No.: 406-544-6046 FAX No.: N/A

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

N/A
(Corporate Seal)

An Individual

Name: _____
(Name typed or printed)

By: _____
(Individual's Signature)

Doing business as: _____

Business Address: _____

Phone No.: _____ FAX No: _____

A Partnership

Name: _____
(Partnership Name)

By: _____
(Signature)

(Name, typed or printed)

Business Address: _____

Phone No.: _____ FAX No: _____

A Joint Venture (Each Joint Venture must sign)

Joint Venturer Name: _____
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ FAX No: _____

Joint Venturer Name: _____
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ FAX No: _____

Address of Joint Venture for Receipt of Official Communication:

Address: _____

Phone No.: _____ FAX No: _____

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

END OF SECTION

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):

RLC Enterprise, Inc.
5562 Alley South, Unit D
Missoula, MT 59808

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

The Ohio Casualty Insurance Company
790 The City Drive, Suite 200
Orange, CA 92868

OWNER (Name and Address):

City of Missoula
435 Ryman Street
Missoula, MT 59802

BID

Bid Due Date: 12/14/2022

Project as described in the Invitation to Bid:

Lower Rattlesnake PRV & Water Main Replacement
City Project No. 2021-030

BOND

Bond Number: N/A

Date (Not later than Bid due date):

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)

SURETY

(SEAL)

RLC Enterprise, Inc.

Bidder's Name and Corporate Seal

By: [Signature]
Signature and Title

President

The Ohio Casualty Insurance Company

Surety's Name and Corporate Seal

By: [Signature]
Signature and Title Thomas Monaghan, Attorney In Fact

Attest: [Signature]
Signature and Title

Bookkeeper

Attest: [Signature]
Signature and Title

agent

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.



Bid Bond

CONTRACTOR:

(Name, legal status and address)

RLC ENTERPRISE, INC

5562 Alley South, Unit D
Missoula, MT 59808

OWNER:

(Name, legal status and address)

City of Missoula

435 Ryman
Missoula, MT 59802

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

MAILING ADDRESS FOR NOTICES:

Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

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

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

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

PROJECT:

(Name, location or address, and Project number, if any)

Lower Rattlesnake PRV & Water Main Replacement

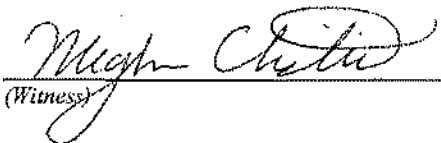
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

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

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

Signed and sealed this 12th day of December, 2022

(Witness)


(Witness)

RLC ENTERPRISE, INC

(Contractor as Principal)

(Seal)

(Title)

The Ohio Casualty Insurance Company

(Surety)


(Title) Thomas Monaghan - Attorney in Fact



BID-0016305

Init.

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



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

The Ohio Casualty Insurance Company

POWER OF ATTORNEY

Principal: RLC ENTERPRISE, INC

Agency Name: SUMMIT INSURANCE AGENCY INC

Bond Number: BID-0016305

Obligee: City of Missoula

Bid Bond Amount: (10% of Bid Amount) Ten Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Thomas Monaghan in the city and state of Missoula, MT, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company

By:

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

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



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

By:

Teresa Pastella, Notary Public

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

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

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

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

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

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 12th day of December, 2022.



By:

Renee C. Llewellyn, Assistant Secretary



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

SURETY BOND PACKAGE

Thank you for choosing Liberty Mutual Surety for your bonding business. The enclosed package is a complete set of bond documents. Please file the documents in this bond package that are required by the Obligee. Some documents may not need to be filed.

Please review the bond to ensure it is accurate - correct form, obligee, principal (contractor) details, etc. It is ultimately the responsibility of the agent and contractor to ensure the bond provided is the correct form and is properly completed. For immediate changes or corrections, please contact your Liberty Mutual Surety office listed above.

Use the following checklist to ensure the documents are properly signed and distributed.

- ☐ The principal must sign the bond as the name is printed on the bond form. If the principal is a company, any officer of the company may sign the bond.
- ☐ Thomas Monaghan must sign the bond on behalf of the Surety with the name as it is printed on the bond.
- ☐ A Power of Attorney form is included in the bond package. This form should be attached to the bond and filed with the obligee.
- ☐ Principal and attorney-in-fact signatures must be witnessed.
- ☐ Once bid results are in, report results to your Liberty Mutual Surety office underwriter or underwriting assistant.



Liberty Mutual Surety, Vista
790 The City Drive
Suite 200
Orange, CA 92668
(949) 316-1823 Fax:

BID BOND RESULTS

You have received a bid bond for the project listed below. Once bid results are in, please complete the Bid Results Section and return this to your agent or Liberty Mutual Surety underwriter or underwriting assistant at the office listed above. If you do not know the results other than your own, please indicate in the Comments.

Reference #: **BID-0016305**
Contractor Name: **RLC ENTERPRISE, INC**
Bid Date: **December 14, 2022**
Bid Amount: **10% of Bid Amount**
Est. Contract Amount: **\$400,000.00**
Obligee: **City of Missoula**
Project Description: **Lower Rattlesnake PRV & Water Main Replacement**

BID RESULTS SECTION

Contractor Name _____ 1st low bid \$ _____
Contractor Name _____ 2nd low bid \$ _____
Contractor Name _____ 3rd low bid \$ _____

If you are the low bid and the spread between your bid and the 2nd low bid is more than 10% please explain: _____

If you are not in the top 3 low bids, what is your bid price? \$ _____

Comments: _____



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

TRANSACTION REPORT

Transaction Date: December 12, 2022

Preparer Name: Reynaldo Villa

Preparer Email: Rey.Villa@libertymutual.com

Agency Name: SUMMIT INSURANCE AGENCY INC

Agency Code: 986558

Principal:

RLC ENTERPRISE, INC
5562 Alley South, Unit D
Missoula, MT 59808

Obligee:

City of Missoula
435 Ryman
Missoula, MT 59802

Principal Account:

RLC Enterprise, Inc

Underwriting Information:

Issued with underwriter's approval

Bond Information:

Reference Number: BID-0016305

Bond Request ID:

Bid Bond Amount: 10% of Bid Amount

Estimated Contract Amount: \$400,000.00

Maintenance Period (Months):

Project Location: Missoula, MT

Bid Date: December 14, 2022

Estimated Completion Date:

Class Code: S732

Underwriting Paper: The Ohio Casualty Insurance Company

Description of Bond: Contract no. 2021-030: Lower Rattlesnake PRV & Water Main Replacement - Missoula, MT

Remarks:

City of Missoula - Lower Rattlesnake PRV
& Water Main Replacement

EQ# 22-2395

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.

Matt Breeden, Owner

Typed Name & Title of Authorized Representative



Signature of Authorized Representative

12/14/22

Date

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

SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

Lower Rattlesnake PRV & Water Main Replacement

(Name of Project)

Intersection of Locust Street and Harrison Street in Missoula, MT.

(Location)

As described in the Invitation to Bid.

CONTRACT IDENTIFICATION AND NUMBER:

Lower Rattlesnake PRV & Water Main Replacement

Owner Project Number: 2021-030

Engineer Project Number: 21003933.00

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.

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 14, 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

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 14, 2022

Project as described in the Invitation to Bid:

**Lower Rattlesnake PRV & Water Main Replacement
City Project No. 2021-030**

BOND

Bond Number: Bid Bond

Date (Not later than Bid due date): December 14, 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



JTL Group, Inc., dba Knife River

Bidder's Name and Corporate Seal

By: [Signature]
Signature and Title Alrick Hale - Vice President

Attest: [Signature]
Signature and Title Justin Hubbard - Estimator

SURETY

(SEAL)

Liberty Mutual Insurance Company
Surety's Name and Corporate Seal

By: [Signature]
Signature and Title Heather R. Goedel
Attorney-in-Fact

Attest: [Signature]
Signature and Title Witness



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

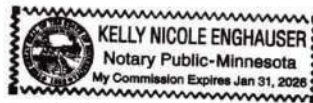
PENAL SUM FORM

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 14th 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 14th 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 - Lower Rattlesnake PRV
& Water Main Replacement

EQ# 22-2395

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



12/14/2022

Signature of Authorized Representative

Date

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

SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

Lower Rattlesnake PRV & Water Main Replacement

(Name of Project)

Intersection of Locust Street and Harrison Street in Missoula, MT.

(Location)

As described in the Invitation to Bid.

CONTRACT IDENTIFICATION AND NUMBER:

Lower Rattlesnake PRV & Water Main Replacement

Owner Project Number: 2021-030

Engineer Project Number: 21003933.00

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:

Addendum No.	Addendum Date	Description
<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 14, 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: Fairviews PRV & Water System Improvements
Location: Missoula, MT Date Complete: 6/2019
Description (main size, type, length, etc.): PRV Station Vault, 119 LF 6" Water Main
Project Owner Contact: City of Missoula Phone Number: 552-6700
- 2) Project Name: 3rd St. Water Main (Orange to Myrtle)
Location: Missoula, MT Date Complete: 10/2022
Description (main size, type, and length): 1,037 LF 8" Main, 1,088 LF Service Lines
Project Owner Contact: City of Missoula Phone Number: 552-6700

3) Project Name: Worden & Howell Water Main Replacement
Location: Missoula, MT Date Complete: 9/2020
Description (main size, type, and length): 2,273 LF 8" Main,
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: PO Box 4746
Missoula, MT 59806

Phone No.: 728-1400 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

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 14, 2022

Project as described in the Invitation to Bid:

Lower Rattlesnake PRV & Water Main Replacement
City Project No. 2021-030

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)

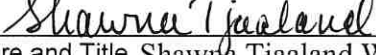
Mytty Excavating, Inc. DBA Western Excavating
Bidder's Name and Corporate Seal

Berkley Insurance Company
Surety's Name and Corporate Seal

By: 
Signature and Title Vice President

By: 
Signature and Title Brandi Davis Attorney in Fact

Attest: 
Signature and Title operations manager

Attest: 
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-n

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)

) ss:

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

Maria C. Rundracken
Notary Public, State of Connecticut

CERTIFICATE

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

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

(Seal)



Vincent P. Forte

City of Missoula - Lower Rattlesnake PRV
& Water Main Replacement

EQ# 22-2395

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

12/6/22

Date

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

SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

Lower Rattlesnake PRV & Water Main Replacement

(Name of Project)

Intersection of Locust Street and Harrison Street in Missoula, MT.

(Location)

As described in the Invitation to Bid.

CONTRACT IDENTIFICATION AND NUMBER:

Lower Rattlesnake PRV & Water Main Replacement

Owner Project Number: 2021-030

Engineer Project Number: 21003933.00

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>8335959a1 - Pre-Bid Meeting Minutes, Misc Clarifications</u>
<u>2</u>	<u>12/09/2022</u>	<u>8335959a2 - 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 14, 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 water 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 include 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

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 14, 2022

Project as described in the Invitation to Bid:

Lower Rattlesnake PRV & Water Main Replacement
City Project No. 2021-030

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 - W. Trust

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 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.

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

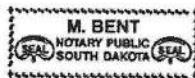
State of South Dakota
County of Minnehaha

} 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

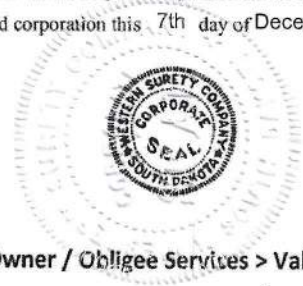
March 2, 2026



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 - Lower Rattlesnake PRV
& Water Main Replacement

EQ# 22-2395

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;

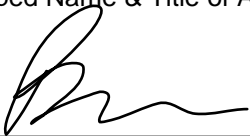
(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(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



12/12/2022

Signature of Authorized Representative

Date

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

SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

Lower Rattlesnake PRV & Water Main Replacement

(Name of Project)

Intersection of Locust Street and Harrison Street in Missoula, MT.

(Location)

As described in the Invitation to Bid.

CONTRACT IDENTIFICATION AND NUMBER:

Lower Rattlesnake PRV & Water Main Replacement

Owner Project Number: 2021-030

Engineer Project Number: 21003933.00

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:

Addendum No.	Addendum Date	Description
<u>1</u>	<u>Dec 2, 2022</u>	<u>Contract Documents & specifications</u>
<u>2</u>	<u>Dec 9, 2022</u>	<u>Contract Documents & specifications</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

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 DEC 14 2022, 2022
(Date) (Year)

Montana Contractor's Registration # 267640

Employer's Tax ID No. 88-2324949

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

Contractor or their Superintendent

Contractor or Superintendent's Name: Kipp Shumway

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: Dillon water improvements
Location: Dillon MT Date Complete: 8/30/22
Description (main size, type, length, etc.): 8" & 18" water pipe.
2 transmission main 15,000' 1/6 services
Project Owner Contact: John McGinly Phone Number: 406.660-2154
- 2) Project Name: Sheridan water improvements
Location: Sheridan MT Date Complete: 8/30/2020
Description (main size, type, and length): 8" & 10" mains &
transmission mains. 10,000' & 50 services
Project Owner Contact: city Sheridan Phone Number: 406.596-0663

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: _____

*minimum of one (1) required

ACI Concrete Flatwork Technician Certification ID#: _____

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

ACI Concrete Flatwork Technician Certification ID#: _____

If BIDDER is:

A Corporation

Name: Emerine Contracting
(Corporation Name)

State of Incorporation: Montana

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

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

Title: president

Attest: [Signature]
(Signature)

Business Address: PO Box 1266
Phillipsburg, MT 59858

Phone No.: 406-860-8155 FAX No: _____

Date of Qualification To Do Business [in Montana] Is: 07/28/22

(Corporate Seal)

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):

Emerine Contracting LLC
PO Box 1266
Philipsburg, MT 59858

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

Amerisure Mutual Insurance Company
PO Box 9098
Farmington Hills, MI 48333-9098

OWNER (Name and Address):

City of Missoula
435 Ryman Street
Missoula, MT 59802

BID

Bid Due Date: December 14, 2022

Project as described in the Invitation to Bid:

**Lower Rattlesnake PRV & Water Main Replacement
City Project No. 2021-030**

BOND

Bond Number: Bid Bond

Date (Not later than Bid due date): December 14, 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)

Emerine Contracting LLC
Bidder's Name and Corporate Seal

By: [Signature]
Signature and Title

Attest: [Signature]
Signature and Title

SURETY

(SEAL)

Amerisure Mutual Insurance Company
Surety's Name and Corporate Seal

By: [Signature]
Signature and Title Zachary Friez, Attorney-in-Fact

Attest: [Signature]
Signature and Title

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

ALLAN HULTGREN, BRANDI DAVIS, BRIANNA M. DUDLEY, CARA PICCONO, CARLY SCHNEIDENBACH, CYNTHIA L. HEINEY, LISA DUNCAN,
ED HEINE, JOHN McGREE, JONATHAN M. EMMONS, KARLA JOYCE McHUGH, KAYLEE RABSON, KYLE HAGER, JOSHUA C. SEATON,
LEVI T. DOWNEY, NAOMI GERBER, RYAN ELLIOT, SHERRIE PAULSON, GEORGE S. SEATON, TYLER McINTYRE and ZACHARY FRIEZ

its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:

Michael A. Ito, Senior Vice President

By:

Aaron Green, Vice President



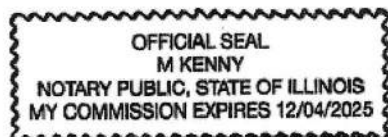
IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company

have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 25th day of April, 2022.

Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company

State of Illinois
County of Kane

On this 25th day of April, 2022, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Shannon K. Anderson, the duly elected Vice President, General Counsel & Corporate Secretary of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14 day of December, 2022.

Shannon K. Anderson, Vice President, General Counsel & Corporate Secretary

City of Missoula - Lower Rattlesnake PRV
& Water Main Replacement

EQ# 22-2395

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.

Hepp Shumway
Typed Name & Title of Authorized Representative

President

[Signature]
Signature of Authorized Representative

12/14/22
Date

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

SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

Lower Rattlesnake PRV & Water Main Replacement
(Name of Project)

Intersection of Locust Street and Harrison Street in Missoula, MT.
(Location)

As described in the Invitation to Bid.

CONTRACT IDENTIFICATION AND NUMBER:

Lower Rattlesnake PRV & Water Main Replacement
Owner Project Number: 2021-030
Engineer Project Number: 21003933.00

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>Contract Docs & Specs</u>
<u>#2</u>	<u>12/09/2022</u>	<u>Contract Docs & Specs, Asphalt Clearification, Hot Tap Clearification, DB Wages Clearification</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, 14th, 2022
(Date) (Year)

Montana Contractor's Registration # 151970

Employer's Tax ID No. 20-3771190

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

Contractor or their Superintendent

Contractor or Superintendent's Name: Grant Creek Excavating

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: Broadway Lofts

Location: 3771 West Broadway, Missoula, MT 59808 Date Complete: December, 2022

Description (main size, type, length, etc.): 1,080 LF of 12" Ductile Iron Pipe, Multiple Service

Connections, Fire Hydrant Installation, Connection to City Water Main.

Project Owner Contact: Edgell Buildings Inc Phone Number: (406) 721-1826

2) Project Name: Hellgate Village

Location: Marry Jane Boulevard, Missoula, MT 59808 Date Complete: August, 2022

Description (main size, type, and length): 965 LF of 8" DIP, 560 LF of 12" DIP, 3 Fire Hydrants,

Multiple Service Connections, Connection to City Water Main.

Project Owner Contact: HEH LLC Phone Number: (406) 360-7153

3) Project Name: **Grove 2**

Location: **North Grove Street, Missoula, MT 59804** Date Complete: **October, 2018**

Description (main size, type, and length): **733 LF of 8" DIP, 2 Fire Hydrants, Multiple Service**

Connections, Connection to City Water Main.

Project Owner Contact: **Walker Homes & Development** Phone Number: **(406) 317-1244**

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: _____

*minimum of one (1) required

ACI Concrete Flatwork Technician Certification ID#: _____

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

ACI Concrete Flatwork Technician Certification ID#: _____

If BIDDER is:

A Corporation

Name: **Grant Creek Excavating LLC**

(Corporation Name)

State of Incorporation: **Montana**

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

By:  **12/14/2022** **Caleb J. O'Neal**
(Signature of person authorized to sign)

Title: **Project Manager**

Attest:  **Angie Swanson**
(Signature)

Business Address: **316 Expressway, Missoula, MT 59808**

Phone No.: **(406) 541-7122**

FAX No: _____

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

N/A

(Corporate Seal)

An Individual

Name: _____
(Name typed or printed)

By: _____
(Individual's Signature)

Doing business as: _____

Business Address: _____

Phone No.: _____ FAX No: _____

A Partnership

Name: _____
(Partnership Name)

By: _____
(Signature)

(Name, typed or printed)

Business Address: _____

Phone No.: _____ FAX No: _____

A Joint Venture (Each Joint Venture must sign)

Joint Venturer Name: _____
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ FAX No: _____

Joint Venturer Name: _____
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ FAX No: _____

Address of Joint Venture for Receipt of Official Communication:

Address: _____

Phone No.: _____ FAX No: _____

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

END OF SECTION

PENAL SUM FORM

BID BOND

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

BIDDER (Name and Address):

**Grant Creek Excavating
316 Expressway
Missoula, MT 59801**

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

The Cincinnati Insurance Company
PO Box 145496
Cincinnati, OH 45250-5496

OWNER (Name and Address):

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

BID

Bid Due Date: **12/14/2022 @ 2:00pm**

Project as described in the Invitation to Bid:

**Lower Rattlesnake PRV & Water Main Replacement
City Project No. 2021-030**

BOND

Bond Number: Bid Bond

Date (Not later than Bid due date): December 14, 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)
N/A

Grant Creek Excavating, LLC
Bidder's Name and Corporate Seal

By: [Signature]
Signature and Title

Attest: [Signature] pm
Signature and Title

SURETY

(SEAL)

The Cincinnati Insurance Company
Surety's Name and Corporate Seal

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

Attest: [Signature]
Signature and Title Account Manager

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

PENAL SUM FORM

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

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

George S. Seaton; Spencer Thomas; Kelly Tenold; Carly Schneidenbach; Ryan Elliott; Tyler McIntyre; Ed Heine;
Cynthia L. Heiney; Brandi Davis; Joshua C. Seaton; Tory C. Rothgeb and/or Kyle Hager

of Missoula, Stevensville and Bozeman, Montana

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

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

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

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

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

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Heine

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney Issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this

day of



Ed Heine

**City of Missoula - Lower Rattlesnake PRV
& Water Main Replacement****EQ# 22-2395**

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.

Caleb J. O'Neal Project Manager

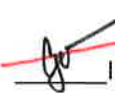
Typed Name & Title of Authorized Representative



Signature of Authorized Representative

12/14/2022

Date

~~~~ **MISTAKE**
12/21/2022

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