



Missoula Corporate | 1817 South Avenue W, Suite A | Missoula, MT 59801

January 24, 2020

City of Missoula / Missoula Water
c/o Logan McInnis & Ross Mollenhauer
1345 West Broadway
Missoula, MT 59802

sent via email:

lmccinnis@ci.missoula.mt.us

rmollenhauer@ci.missoula.mt.us

RE: Missoula Water – South 3rd Street West Water Main Replacement
City Project #2018-052
Bid Award Recommendation

Dear Logan and Ross,

As a summary, the bids for the above project were due electronically only via the QuestCDN bidding site on January 21, 2020 at 2:00pm (local time) and then opened online via the QuestCDN bid site and read aloud by the City of Missoula Clerk, Marty Rehbein. At the time of bid opening, seven (7) electronic bids were received and all bids were reviewed and considered responsive by the City Clerk at that time. Territorial-Landworks then conducted an additional and more thorough review of the electronic bids to confirm the responsiveness of the bidders. Of the submitted bids, four (4) of the contractors submitted the City of Missoula Apprenticeship Form with their Bid Form to apply for the bidder's preference.

A review of the Bid Form completeness was conducted. All contractors acknowledged the one (1) addendum, listed 3 projects of similar complexity, listed ACI technician information, completed the Bid Form, and provided unit prices and totals for all items and schedules through the QuestCDN website.

After completing the Bid Tabulation in Microsoft Excel based on the unit prices provided by the Contractors' submitted bids, there were no apparent math errors and the bids submitted as is, appear correct. Additional analysis of the Bid Tabulation in relation to the Apprenticeship Bidder's Preference was conducted to determine if the apprenticeship preference of 5% (up to a maximum of \$100,000) should apply to the contractors the bid evaluation pricing.

We have reviewed the submitted bids for completeness and accuracy and based on the unit prices, total bid price, and the application of the apprenticeship bidder's preference (for bid evaluation only), we have determined that Western Excavating is the apparent lowest responsive bidder with a total bid of \$515,742.00 (without bidder's preference). This winning contractor did apply for the Bidder's Apprenticeship Preference, even though they were the lowest responsive bidder anyways.

Therefore, based on the thorough review of all bid conditions and unit price bid sheet with no math corrections required, Territorial-Landworks, Inc. recommends Western Excavating for the Missoula Water – South 3rd Street West Water Main Replacement.

If you have any questions, comments, or concerns, please feel free to contact us at (406) 721-0142 or at andrewm@territoriallandworks.com / coryd@territoriallandworks.com.

Sincerely,
Territorial-Landworks, Inc.

Andrew Mill, E.I.

Territorial-Landworks, Inc.

Cory Davis, P.E.



Missoula Corporate | 1817 South Avenue W, Suite A | Missoula, MT 59801

Enclosures:

- Bid Tabulation
- Bid Form & Bid Bond – Western Excavating

Attached Separately:

- Bid Form & Bid Bond – Doug Smith Grading
- Bid Form & Bid Bond – Knife River
- Bid Form & Bid Bond – Williams Civil
- Bid Form & Bid Bond – Dick Anderson Construction
- Bid Form & Bid Bond – FirstMark Construction
- Bid Form & Bid Bond – Western Municipal Construction

C. Scan & File (w/ enclosures)

T:\1_ACTIVE FILES\2018 Projects\5173 - Missoula Water 3rd ST Orange-Ash Replacement\5_CONSTRUCTION\5.5_Bidding Process, Addendums, Award\5.5.3_Bid Tabs & Award\ltr.2020-01-24.MslaWater.Bid Recommendation.3rd Street Water Main.doc

BID TAB Unit Price Bid Tab Sheet																				
Missoula Water - South 3rd Street West Water Main Replacement																				
Bid Due & Opening Date: 1/21/2020 @ 2:00 pm (local time)																				
City of Missoula Project Number: 2018-052																				
TLI Project Number: 18-5173																				
					Engineer Estimate		Western Excavating		Doug Smith Grading LLC		Knife River - Missoula		Williams Civil		Dick Anderson Construction		FirstMark Construction		Western Municipal Construction	
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	Unit Price	Total
SCHEDULE A: WATER MAIN REPLACEMENT																				
A1	A1	Miscellaneous Work	EA	26,000	\$ 1.00	\$ 26,000.00	\$ 1.00	\$ 26,000.00	\$ 1.00	\$ 26,000.00	\$ 1.00	\$ 26,000.00	\$ 1.00	\$ 26,000.00	\$ 1.00	\$ 26,000.00	\$ 1.00	\$ 26,000.00	\$ 1.00	\$ 26,000.00
A2	A2	Permits & Permit Compliance (Water Main per City of Missoula)	LS	1	\$ 3,635.00	\$ 3,635.00	\$ 3,635.00	\$ 3,635.00	\$ 3,635.00	\$ 3,635.00	\$ 3,635.00	\$ 3,635.00	\$ 3,635.00	\$ 3,635.00	\$ 3,635.00	\$ 3,635.00	\$ 3,635.00	\$ 3,635.00	\$ 3,635.00	\$ 3,635.00
A3	A3	Water Service Repair Permit(s) (per City of Missoula)	EA	50	\$ 227.00	\$ 11,350.00	\$ 227.00	\$ 11,350.00	\$ 227.00	\$ 11,350.00	\$ 227.00	\$ 11,350.00	\$ 227.00	\$ 11,350.00	\$ 227.00	\$ 11,350.00	\$ 227.00	\$ 11,350.00	\$ 227.00	\$ 11,350.00
A4	A4	Mobilization / Demobilization	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 10,000.00	\$ 10,000.00	\$ 24,750.00	\$ 24,750.00	\$ 17,000.00	\$ 17,000.00	\$ 71,000.00	\$ 71,000.00	\$ 40,000.00	\$ 40,000.00	\$ 28,900.00	\$ 28,900.00	\$ 45,000.00	\$ 45,000.00
A5	A5	Construction Traffic Control (MPWSS 01570)	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 10,500.00	\$ 10,500.00	\$ 13,200.00	\$ 13,200.00	\$ 14,000.00	\$ 14,000.00	\$ 13,000.00	\$ 13,000.00	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 12,500.00	\$ 12,500.00
A6	A6	Testing and Start Up (including temporary blowoffs or air reliefs)	EA	6	\$ 2,000.00	\$ 12,000.00	\$ 600.00	\$ 3,600.00	\$ 2,300.00	\$ 13,800.00	\$ 1,200.00	\$ 7,200.00	\$ 2,800.00	\$ 16,800.00	\$ 2,200.00	\$ 13,200.00	\$ 1,600.00	\$ 9,600.00	\$ 1,250.00	\$ 7,500.00
A7	A7	Connection to Existing 6" Water Main(s) (includes any pups of 6" D.I.P.)	EA	4	\$ 2,000.00	\$ 8,000.00	\$ 2,975.00	\$ 11,900.00	\$ 1,550.00	\$ 6,200.00	\$ 1,800.00	\$ 7,200.00	\$ 2,500.00	\$ 10,000.00	\$ 4,500.00	\$ 18,000.00	\$ 5,400.00	\$ 21,600.00	\$ 3,250.00	\$ 13,000.00
A8	A8	Cut and Cap Existing 6" Water Main(s)	EA	4	\$ 700.00	\$ 2,800.00	\$ 500.00	\$ 2,000.00	\$ 300.00	\$ 1,200.00	\$ 580.00	\$ 2,320.00	\$ 1,500.00	\$ 6,000.00	\$ 1,200.00	\$ 4,800.00	\$ 2,700.00	\$ 10,800.00	\$ 500.00	\$ 2,000.00
A9	A9	Water Main Work at 3rd Street & Oak Street - Cut Out Existing Tee and Replace with 6" 90-degree Bend (includes connection to existing 6" mains with restrained couplers, fittings, pipe, etc.; and cap/abandonment of 3" water main)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,340.00	\$ 5,340.00	\$ 3,350.00	\$ 3,350.00	\$ 2,200.00	\$ 2,200.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 7,200.00	\$ 7,200.00	\$ 4,850.00	\$ 4,850.00
A10	A10	8" Class 350 D.I.P. Water Main	LF	1,870	\$ 95.00	\$ 177,650.00	\$ 59.00	\$ 110,330.00	\$ 94.00	\$ 175,780.00	\$ 96.00	\$ 179,520.00	\$ 89.00	\$ 166,430.00	\$ 125.00	\$ 233,750.00	\$ 105.00	\$ 196,350.00	\$ 115.00	\$ 215,050.00
A11	A11	8" x 6" Reducer	EA	4	\$ 800.00	\$ 3,200.00	\$ 480.00	\$ 1,920.00	\$ 315.00	\$ 1,260.00	\$ 740.00	\$ 2,960.00	\$ 490.00	\$ 1,960.00	\$ 400.00	\$ 1,600.00	\$ 515.00	\$ 2,060.00	\$ 1,400.00	\$ 5,600.00
A12	A12	8" x 8" x 8" Tee	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 750.00	\$ 2,250.00	\$ 800.00	\$ 2,400.00	\$ 1,200.00	\$ 3,600.00	\$ 1,100.00	\$ 3,300.00	\$ 920.00	\$ 2,760.00	\$ 1,030.00	\$ 3,090.00	\$ 2,000.00	\$ 6,000.00
A13	A13	8" Gate Valve and Valve Box	EA	8	\$ 1,800.00	\$ 14,400.00	\$ 2,150.00	\$ 17,200.00	\$ 1,400.00	\$ 11,200.00	\$ 1,700.00	\$ 13,600.00	\$ 1,675.00	\$ 13,400.00	\$ 1,700.00	\$ 13,600.00	\$ 1,665.00	\$ 13,320.00	\$ 2,000.00	\$ 16,000.00
A14	A14	8" Bend (Any Angle)	EA	8	\$ 800.00	\$ 6,400.00	\$ 500.00	\$ 4,000.00	\$ 395.00	\$ 3,160.00	\$ 780.00	\$ 6,240.00	\$ 675.00	\$ 5,400.00	\$ 400.00	\$ 3,200.00	\$ 565.00	\$ 4,520.00	\$ 1,250.00	\$ 10,000.00
A15	A15	3" Blow-Off Assembly (permanent, includes tapped cap for required main size)	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 2,250.00	\$ 2,250.00	\$ 1,880.00	\$ 1,880.00	\$ 2,200.00	\$ 2,200.00	\$ 2,450.00	\$ 2,450.00	\$ 2,400.00	\$ 2,400.00	\$ 2,575.00	\$ 2,575.00	\$ 3,500.00	\$ 3,500.00
A16	A16	2" Manual Air Relief Assembly (permanent) (potential at Cottonwood, Walnut, & Ash)	EA	3	\$ 2,000.00	\$ 6,000.00	\$ 2,155.00	\$ 6,465.00	\$ 1,610.00	\$ 4,830.00	\$ 2,000.00	\$ 6,000.00	\$ 2,250.00	\$ 6,750.00	\$ 2,200.00	\$ 6,600.00	\$ 2,160.00	\$ 6,480.00	\$ 3,500.00	\$ 10,500.00
A17	A17	8" x 8" x 6" Tee	EA	4	\$ 1,200.00	\$ 4,800.00	\$ 1,325.00	\$ 5,300.00	\$ 465.00	\$ 1,860.00	\$ 850.00	\$ 3,400.00	\$ 750.00	\$ 3,000.00	\$ 630.00	\$ 2,520.00	\$ 670.00	\$ 2,680.00	\$ 1,850.00	\$ 7,400.00
A18	A18	6" Gate Valve and Valve Box	EA	4	\$ 1,400.00	\$ 5,600.00	\$ 1,385.00	\$ 5,540.00	\$ 875.00	\$ 3,500.00	\$ 1,300.00	\$ 5,200.00	\$ 1,250.00	\$ 5,000.00	\$ 1,200.00	\$ 4,800.00	\$ 1,190.00	\$ 4,760.00	\$ 1,725.00	\$ 6,900.00
A19	A19	6" Class 350 D.I.P. Hydrant Line Pipe	LF	70	\$ 80.00	\$ 5,600.00	\$ 65.00	\$ 4,550.00	\$ 117.00	\$ 8,190.00	\$ 77.00	\$ 5,390.00	\$ 76.00	\$ 5,320.00	\$ 90.00	\$ 6,300.00	\$ 68.00	\$ 4,760.00	\$ 145.00	\$ 10,150.00
A20	A20	New Fire Hydrant Assembly (including Storz Adapter)	EA	4	\$ 5,000.00	\$ 20,000.00	\$ 4,200.00	\$ 16,800.00	\$ 3,750.00	\$ 15,000.00	\$ 4,300.00	\$ 17,200.00	\$ 4,800.00	\$ 19,200.00	\$ 4,200.00	\$ 16,800.00	\$ 6,175.00	\$ 24,700.00	\$ 6,150.00	\$ 24,600.00
A21	A21	Existing Fire Hydrant Removal/Abandonment (includes removal and disposal)	EA	2	\$ 1,200.00	\$ 2,400.00	\$ 900.00	\$ 1,800.00	\$ 260.00	\$ 520.00	\$ 660.00	\$ 1,320.00	\$ 1,280.00	\$ 2,560.00	\$ 900.00	\$ 1,800.00	\$ 2,660.00	\$ 5,320.00	\$ 650.00	\$ 1,300.00
A22	A22	8" x 8" x 4" Tee for Service	EA	3	\$ 1,000.00	\$ 3,000.00	\$ 800.00	\$ 2,400.00	\$ 450.00	\$ 1,350.00	\$ 840.00	\$ 2,520.00	\$ 750.00	\$ 2,250.00	\$ 520.00	\$ 1,560.00	\$ 630.00	\$ 1,890.00	\$ 1,850.00	\$ 5,550.00
A23	A23	4" Gate Valve and Valve Box	EA	3	\$ 1,200.00	\$ 3,600.00	\$ 1,250.00	\$ 3,750.00	\$ 710.00	\$ 2,130.00	\$ 1,200.00	\$ 3,600.00	\$ 1,100.00	\$ 3,300.00	\$ 1,000.00	\$ 3,000.00	\$ 1,015.00	\$ 3,045.00	\$ 1,500.00	\$ 4,500.00
A24	A24	4" Class 350 D.I.P. Water Service Lines	LF	73	\$ 75.00	\$ 5,475.00	\$ 75.00	\$ 5,475.00	\$ 83.00	\$ 6,059.00	\$ 76.00	\$ 5,548.00	\$ 65.00	\$ 4,745.00	\$ 90.00	\$ 6,570.00	\$ 155.00	\$ 11,315.00	\$ 145.00	\$ 10,585.00
A25	A25	Connection to Existing 4" Water Service Lines (including fittings and bends)	EA	3	\$ 2,000.00	\$ 6,000.00	\$ 1,350.00	\$ 4,050.00	\$ 450.00	\$ 1,350.00	\$ 450.00	\$ 1,350.00	\$ 950.00	\$ 2,850.00	\$ 2,300.00	\$ 6,900.00	\$ 3,075.00	\$ 9,225.00	\$ 1,850.00	\$ 5,550.00
A26	A26	8" x 8" x 6" Tee for Service	EA	1	\$ 1,100.00	\$ 1,100.00	\$ 1,300.00	\$ 1,300.00	\$ 465.00	\$ 465.00	\$ 850.00	\$ 850.00	\$ 750.00	\$ 750.00	\$ 550.00	\$ 550.00	\$ 645.00	\$ 645.00	\$ 1,150.00	\$ 1,150.00
A27	A27	6" Gate Valve and Valve Box	EA	1	\$ 1,400.00	\$ 1,400.00	\$ 1,550.00	\$ 1,550.00	\$ 875.00	\$ 875.00	\$ 1,300.00	\$ 1,300.00	\$ 1,250.00	\$ 1,250.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,850.00	\$ 1,850.00
A28	A28	6" Class 350 D.I.P. Water Service Lines	LF	5	\$ 90.00	\$ 450.00	\$ 150.00	\$ 750.00	\$ 190.00	\$ 950.00	\$ 120.00	\$ 600.00	\$ 210.00	\$ 1,050.00	\$ 300.00	\$ 1,500.00	\$ 665.00	\$ 3,325.00	\$ 195.00	\$ 975.00
A29	A29	Connection to Existing 6" Water Service Lines (including fittings and bends)	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 1,150.00	\$ 1,150.00	\$ 490.00	\$ 490.00	\$ 550.00	\$ 550.00	\$ 1,680.00	\$ 1,680.00	\$ 2,000.00	\$ 2,000.00	\$ 2,900.00	\$ 2,900.00	\$ 1,800.00	\$ 1,800.00
A30	A30	2" or Smaller Tapping Saddle for 8" Water Main	EA	46	\$ 100.00	\$ 4,600.00	\$ 80.00	\$ 3,680.00	\$ 117.00	\$ 5,382.00	\$ 84.00	\$ 3,864.00	\$ 260.00	\$ 11,960.00	\$ 94.00	\$ 4,324.00	\$ 90.00	\$ 4,140.00	\$ 90.00	\$ 4,140.00
A31	A31	2" or Smaller Corporation Stop	EA	46	\$ 150.00	\$ 6,900.00	\$ 119.00	\$ 5,474.00	\$ 145.00	\$ 6,670.00	\$ 120.00	\$ 5,520.00	\$ 30							

<div>BID TAB Unit Price Bid Tab Sheet</div> <div>Missoula Water - South 3rd Street West Water Main Replacement</div> <div>Bid Due & Opening Date: 1/21/2020 @ 2:00 pm (local time)</div> <div>City of Missoula Project Number: 2018-052</div> <div>TLI Project Number: 18-5173</div>																				
					Engineer Estimate		Western Excavating		Doug Smith Grading LLC		Knife River - Missoula		Williams Civil		Dick Anderson Construction		FirstMark Construction		Western Municipal Construction	
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	Unit Price	Total
BID TAB SUMMARY																				
					Engineer Estimate		Western Excavating		Doug Smith Grading LLC		Knife River - Missoula		Williams Civil		Dick Anderson Construction		FirstMark Construction		Western Municipal Construction	
TOTAL BID COST of SCHEDULE A					\$	666,850.00	\$	486,842.00	\$	587,012.00	\$	626,429.00	\$	677,135.00	\$	756,874.00	\$	774,201.00	\$	908,766.00
TOTAL BID COST of SCHEDULE B					\$	28,300.00	\$	28,900.00	\$	21,175.00	\$	23,000.00	\$	52,490.00	\$	44,465.00	\$	29,280.00	\$	49,000.00
TOTAL BID COST OF ALL SCHEDULES (A + B)					\$	695,150.00	\$	515,742.00	\$	608,187.00	\$	649,429.00	\$	729,625.00	\$	801,339.00	\$	803,481.00	\$	957,766.00
APPRENTICESHIP BIDDER'S PREFERENCE																				
					Engineer Estimate		Western Excavating		Doug Smith Grading LLC		Knife River - Missoula		Williams Civil		Dick Anderson Construction		FirstMark Construction		Western Municipal Construction	
APPLIED FOR CITY OF MISSOULA APPRENTICESHIP BIDDER'S PREFERENCE?					N/A		YES		NO		YES		NO		YES		YES		NO	
PREFERENCE VALUE (AT 5% OF BID)					N/A		\$ 25,787.10		N/A		\$ 32,471.45		N/A		\$ 40,066.95		\$ 40,174.05		N/A	
BID VALUE WITH PREFERENCE APPLIED (FOR EVALUATION ONLY)					\$	695,150.00	\$	489,954.90	\$	608,187.00	\$	616,957.55	\$	729,625.00	\$	761,272.05	\$	763,306.95	\$	957,766.00
					Engineer Estimate		Western Excavating		Doug Smith Grading LLC		Knife River - Missoula		Williams Civil		Dick Anderson Construction		FirstMark Construction		Western Municipal Construction	

APPARENT LOW BID VALUE (WITH APPRENTICESHIP PREFERENCE APPLIED, IF ANY): \$ 489,954.90

APPARENT LOW BIDDER (WITH APPRENTICESHIP PREFERENCE APPLIED, IF ANY): Western Excavating

ACTUAL BID VALUE FOR APPARENT LOW BIDDER (CONTRACT AWARD VALUE): \$ 515,742.00

SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

Missoula Water – South 3rd Street West Water Main Replacement

(Name of Project)

South 3rd Street West (from Orange Street to Oak Street), Missoula, MT

(Location)

As described in the Invitation to Bid.

CONTRACT IDENTIFICATION AND NUMBER:

Missoula Water – South 3rd Street Water Main Replacement

Owner Project Number: 2018-052

Engineer Project Number: 18-5173

THIS BID SUBMITTED TO:

City of Missoula – City Clerk

(Organization)

435 Ryman Street

(Street; P.O. Box)

Missoula

(City)

Montana

(State)

59802

(Zip Code)

ARTICLE 1 – CONTRACT

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

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

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

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Description</u>
<u>1</u>	<u>1-17-2020</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 January 21, 2020
(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: Chuck Wagon Drive Transmission Main Extension

Location: Chuck Wagon Dr., Missoula, MT Date Complete: June 2019

Description (main size, type, length, etc.): 12" DIP Main, 8" DIP Main

WGM Group
Project Owner Contact: Dustin Hover Phone Number: 728-4611

- 2) Project Name: Spruce & South Water Main Replacement

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

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

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

3) Project Name: 4th, Howell, 2nd Water Main
Location: 4th, Howell, 2nd St., Missoula Date Complete: October 2018
Description (main size, type, and length): 12" DIP Main, 8" DIP Main, 6" DIP Main
Project Owner Contact: City of Missoula Water 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: President

Attest: [Signature]
(Signature)

Business Address: PO Box 4746
Missoula, MT 59806

Phone No.: 728-1400 FAX No: 721-4306

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

(Corporate Seal)



An Individual

Name: _____
(Name typed or printed)

By: _____
(Individual's Signature)

Doing business as: _____

Business Address: _____

Phone No.: _____ FAX No: _____

A Partnership

Name: _____
(Partnership Name)

By: _____
(Signature)

(Name, typed or printed)

Business Address: _____

Phone No.: _____ FAX No: _____

A Joint Venture (Each Joint Venture must sign)

Joint Venturer Name: _____
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ FAX No: _____

Joint Venturer Name: _____
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ FAX No: _____

Address of Joint Venture for Receipt of Official Communication:

Address: _____

Phone No.: _____ FAX No: _____

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

END OF SECTION

APPRENTICESHIP BIDDER'S PREFERENCE APPLICATION FORM



Project Name: South 3rd Street Water Main
 Estimated Percentage of Apprenticeship Hours to Total Labor Hours: 3000

Table 1

Contractor or Sub-contractor	MT Apprenticeship Program Number	Apprenticeable Trades	Total Estimated Labor Hours	Estimated Apprenticeship Labor Hours	Percentage of Apprenticeship Hours to Total Labor Hours
Western Excavating	2019-MT 74214	Laborer	3000	535	17.8%

Table 2

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

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

Signature of General Contractor

[Signature]

Date

1-20-2020

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
P.O. Box 4746
Missoula, MT 59806

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

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

BID

Bid Due Date: January 21, 2020

Project as described in the Invitation to Bid:

Missoula Water
South 3rd Street West
Water Main Replacement

BOND

Bond Number: Bid Bond

Date (Not later than Bid due date): January 21, 2020

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

Mytty Excavating, Inc.

dba Western Excavating

Bidder's Name and Corporate Seal

By: [Signature] President
Signature and Title

Attest: [Signature] Operations Manager
Signature and Title

SURETY

(SEAL)

Berkley Insurance Company

Surety's Name and Corporate Seal

By: [Signature]
Signature and Title Pamela A. Nelson, Attorney-in-Fact

Attest: [Signature]
Signature and Title Joan Fallgreen, Witness

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

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

No. BI-SurePath-a

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

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

Surety Bond No.: Bid Bond

Principal: Mytty Excavating, Inc. DBA Western Excavating

Obligee: City of Missoula

Amount of Bond: See Bond Form

Pamela A. Nelson

PayneWest Insurance, Inc.

Missoula, MT

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

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


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

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

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

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

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

(Seal)  Attest:
By Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD) ss:

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

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

Maria C. Rundracken
Notary Public, State of Connecticut

CERTIFICATE

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

Given under my hand and seal of the Company, this 15th day of January, 2020.

(Seal)



Vincent P. Forte
Vincent P. Forte