March 4, 2020

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

RE:  Missoula Water – East Pine Street Water Main Replacement  
City Project #2019-059  
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 March 3, 2020 at 11:00am (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, four (4) 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, three (3) out of the four (4) 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 Knife River - Missoula is the apparent lowest responsive bidder with a total bid of $497,643.00 (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 Knife River - Missoula for the Missoula Water – East Pine Street 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.  
Territorial-Landworks, Inc.

Andrew Mill, E.I.  
Cory Davis, P.E.
Enclosures:
- Bid Tabulation
- Bid Form & Bid Bond – Knife River
- Bid Form & Bid Bond – Doug Smith Grading
- Bid Form & Bid Bond – Western Excavating
- Bid Form & Bid Bond – FirstMark Construction

C. Scan & File (w/ enclosures)

T:\1\ACTIVE FILES\2019 Projects\5466 - Missoula Water East Pine Water Main Replacement\5_CONSTRUCTION\5.5_Bidding Process, Addendums, Award\5.5.3_Bid Tabs & Award\ltr.2020-03-04.MslaWater.Bid Recommendation.East Pine St Water Main.doc
## BID Tab of Unit Price Bid Sheets

**Missoula Water - East Pine Street Water Main Replacement Project**

**Bid Due & Opening Date:** 3/3/2020 @ 11:00 am (local time)

City of Missoula Project Number: 2019-059

### BID TAB

**Engineer Estimate**

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Item Code</th>
<th>Description</th>
<th>LF</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
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<td>A1</td>
<td>A1</td>
<td>Miscellaneous Work</td>
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<td>LS 1</td>
<td>Permits (Water Main per City of Missoula)</td>
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<td>3,635</td>
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<td>A4</td>
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<td>A5</td>
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<td>Construction Traffic Control (MFDWS 01370 and City of Missoula)</td>
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<td>Testing and Start Up (including temporary blowoffs or air reliefs)</td>
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<td>UF 375</td>
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<td>45,000</td>
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<td>A9</td>
<td>EA 1</td>
<td>24&quot; x 24&quot; 12&quot; Tee</td>
<td></td>
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<td>3,000</td>
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<tr>
<td>A10</td>
<td>UF 4,000</td>
<td>24&quot; x 24&quot; 12&quot; Tee</td>
<td></td>
<td>4,000.00</td>
<td>4,000</td>
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<td>A11</td>
<td>EA 2</td>
<td>Connection to Existing 24&quot; Man(s)</td>
<td></td>
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<tr>
<td>A12</td>
<td>UF 5,000</td>
<td>24&quot; x 12&quot; Tapping Sleeve for Hot Tap</td>
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<td>5,000</td>
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<tr>
<td>A13</td>
<td>EA 2</td>
<td>4&quot; Butterfly Valve Box</td>
<td></td>
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<td>EA 2</td>
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<td>24&quot; Bend (any Angle)</td>
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<td>New Fire Hydrant Assembly (including Store Adapter)</td>
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<td>A17</td>
<td>EA 1</td>
<td>Existing Fire Hydrant Assembly Connection (including fittings and bends)</td>
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<td>A18</td>
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<td>A21</td>
<td>UF 44</td>
<td>12&quot; Class 350 D.I.P. Hydrant Line Pipe</td>
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<td>A22</td>
<td>EA 1</td>
<td>Existing Fire Hydrant Remover/Abandonment (includes removal and disposal)</td>
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<td>A23</td>
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<td>24&quot; or Smaller Tapping Sleeve for 24&quot; Water Main</td>
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<tr>
<td>A25</td>
<td>EA 8</td>
<td>24&quot; or Smaller Tapping Sleeve for 16&quot; Water Main</td>
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<td>EA 1</td>
<td>24&quot; or Smaller Eccentric Spigot</td>
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<td>125.00</td>
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<tr>
<td>A27</td>
<td>EA 34</td>
<td>Labor for Making 24&quot; or Smaller Service Tap(s)</td>
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<td>400.00</td>
<td>13,600</td>
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<tr>
<td>A28</td>
<td>EA 42</td>
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<td>400.00</td>
<td>16,800</td>
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<tr>
<td>A29</td>
<td>UF 611</td>
<td>3&quot; SCH 40 PVC Water Service Lines</td>
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<td>60.00</td>
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<td>A30</td>
<td>EA 1</td>
<td>24&quot; x 24&quot; 4&quot; Tee for Service</td>
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<tr>
<td>A31</td>
<td>EA 1</td>
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<td>UF 12</td>
<td>30&quot; Class 350 D.I.P. Water Service Line</td>
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<td>A33</td>
<td>EA 1</td>
<td>Connection to Existing 4&quot; Water Service Line (including fittings and bends)</td>
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<td>1,200</td>
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<td>A34</td>
<td>LF 1,267</td>
<td>4&quot; Thick Black Insulation</td>
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<tr>
<td>A35</td>
<td>EA 3</td>
<td>Cut and Cap Existing 12&quot; Water Main(s)</td>
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<td>3,000</td>
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<tr>
<td>A36</td>
<td>UA 6</td>
<td>Abandon Existing Valve and/or Remove &amp; Dispose of Existing Valve</td>
<td></td>
<td>650.00</td>
<td>3,900</td>
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<tr>
<td>A37</td>
<td>UF 1,778</td>
<td>Asphalt Pave Back &amp; Asphalt Replacement (per City of Missoula requirements)</td>
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<td>25.00</td>
<td>45,450</td>
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<tr>
<td>A38</td>
<td>UF 514</td>
<td>6&quot; Asphalt Pav &amp; Asphalt Replacement (in East Pine Street and Jefferson Street) (per City of Missoula requirements)</td>
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<td>A39</td>
<td>UF 461</td>
<td>4&quot; Asphalt Pav &amp; Asphalt Replacement (in East Spruce Street) (per City of Missoula requirements)</td>
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<td>A40</td>
<td>SY 1,171</td>
<td>Asphalt Milling (in East Pine Street)</td>
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<td>7,026</td>
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<td>SY 1,171</td>
<td>30&quot; Thick Asphalt Overlay (in East Pine Street)</td>
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<td>ADA Ramp Reconstruction (North Side of East Pine Street)</td>
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<td>4,000</td>
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<tr>
<td>A43</td>
<td>EA 2</td>
<td>Re-Dig and Replacement of Existing Sump</td>
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<td>8,000</td>
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<tr>
<td>A44</td>
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<td>New 8&quot; Precast Drywell Sump (Complete with Frame &amp; Grate)</td>
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### BID TAB SUMMARY

**Subtotal, SCHEDULE A**

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<thead>
<tr>
<th>Description</th>
<th>Unit Price</th>
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<tr>
<td>$567,322.00</td>
<td>$497,643.00</td>
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</tr>
<tr>
<td>$524,964.50</td>
<td>$567,629.00</td>
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<tr>
<td>$682,136.90</td>
<td></td>
<td></td>
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</table>
Missoula Water - East Pine Street Water Main Replacement Project

City of Missoula Project Number: 2019-059
TLI Project Number: 19-5466

Bid Due & Opening Date: 3/3/2020 @ 11:00 am (local time)

**BID TAB of Unit Price Bid Sheets**

APPARENT LOW BID VALUE (WITH APPRENTICESHIP PREFERENCE APPLIED, IF ANY): $472,760.85

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

ACTUAL BID VALUE FOR APPARENT LOW BIDDER (CONTRACT AWARD VALUE): $497,643.00

<table>
<thead>
<tr>
<th>Item Code</th>
<th>Description</th>
<th>U/M</th>
<th>Qty.</th>
<th>Unit Price</th>
<th>Total</th>
<th>Unit Price</th>
<th>Total</th>
<th>Unit Price</th>
<th>Total</th>
<th>Unit Price</th>
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<tbody>
<tr>
<td>Engineer Estimate</td>
<td>Knife River - Missoula</td>
<td>$67,322.00</td>
<td>$497,643.00</td>
<td>$324,964.50</td>
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<tr>
<td>Western Excavating</td>
<td>FirstMark Construction - Missoula</td>
<td>$497,643.00</td>
<td>$682,136.90</td>
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**APPRENTICESHIP BIDDER'S PREFERENCE**

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<th>Description</th>
<th>U/M</th>
<th>Qty.</th>
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<th>Total</th>
<th>Unit Price</th>
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<td>Engineer Estimate</td>
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<tr>
<td>Doug Smith Grading LLC</td>
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<td></td>
<td></td>
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PREFERENCE VALUE (AT 5% OF BID): $24,882.15

APPLIED FOR CITY OF MISSOULA APPRENTICESHIP BIDDER'S PREFERENCE? YES

APPARENT LOW BID VALUE WITH PREFERENCE APPLIED (FOR EVALUATION ONLY): $472,760.85

APPARENT LOW BIDDER WITH PREFERENCE APPLIED (FOR EVALUATION ONLY): Knife River - Missoula

ACTUAL BID VALUE FOR APPARENT LOW BIDDER (CONTRACT AWARD VALUE): $497,643.00

BID TABULATION - Unit Price Bid Sheet

Page 2 of 2
SECTION 00300
BID FORM

PROJECT IDENTIFICATION:

Missoula Water – East Pine Street Water Main Replacement Project
(Name of Project)

East Pine Street, Jefferson Street, and East Spruce Street in Missoula, MT
(Location)

As described in the Invitation to Bid.

CONTRACT IDENTIFICATION AND NUMBER:

Missoula Water – East Pine Street Water Main Replacement Project
Owner Project Number: 2019-059
Engineer Project Number: 19-5466

THIS BID SUBMITTED TO:

City of Missoula – City Clerk
(Organization)

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

Missoula Montana 59802
(City) (State) (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:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Addendum Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>02/28/2020</td>
<td>Pre-Bid Meeting Minutes and bid item changes</td>
</tr>
</tbody>
</table>

|                       |                 |                                    |
|                       |                 |                                    |
|                       |                 |                                    |

Section 00300 (Revised) BID FORM Page 1 of 7
B. Bidder has visited the Site and has become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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

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

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

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

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

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

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

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

**ARTICLE 4 – BIDDER’S CERTIFICATION**

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

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

**ARTICLE 5 – BASIS OF BID**

5.01 The Bidder will complete the Work in accordance with the Contract Documents and the provisions below for the prices as shown on the attached Bid Schedule Sheet.
A. Unit Prices have been computed in accordance with paragraph 11.03. of the General Conditions.

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

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

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

ARTICLE 6 – TIME OF COMPLETION

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

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

ARTICLE 7 – BID DOCUMENTS

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

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

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

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

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

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

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

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

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

C. Provide the estimated total number of construction job site labor hours and the total number of apprenticeship hours for the project.
The lowest responsible total bid, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria or exceptions to this policy. The contract amount awarded shall be the amount of the bid submitted, exclusive of the bidding preference.

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

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

ARTICLE 9 – BID SUBMITTAL

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

SUBMITTED on _________________, March 3, 2020

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: Knife River - 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: George Cobell

ACI Concrete Flatwork Technician Certification ID#: 01238030

If BIDDER is:

A Corporation

Name: JTL Group, Inc. D.B.A. Knife River

(Corporation Name)

State of Incorporation: Montana

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

By: Alrick Hale

(Signature of person authorized to sign)

Title: Vice President

Attest: Justin Hubbard

(Signature)

Business Address: 4800 Wilkie St., Missoula, MT 59808

Phone No.: (406) 532-5250

FAX No.: (406) 532-5200

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

(Corporate Seal)
An Individual
Name: ____________________________ (Name typed or printed)
By: _______________________________ (Individual’s Signature)
Doing business as: __________________
Business Address: ____________________
Phone No.: ___________________ FAX No: ____________________

A Partnership
Name: ____________________________ (Partnership Name)
By: _______________________________ (Signature)
_______________________________ (Name, typed or printed)
Business Address: ____________________
Phone No.: ___________________ FAX No: ____________________

A Joint Venture (Each Joint Venture must sign)
Joint Venturer Name: ____________________ (Name)
By: _______________________________ (Signature of Joint Venture Partner)
Name: ____________________________ (Name, printed or typed)
Title: ______________________________
Business Address: ____________________
Phone No.: ___________________ FAX No: ____________________
### Recent Project Experience for Bob Hadac

**Knife River**

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Size &amp; Length of Water Main</th>
<th>Year</th>
<th>Owner</th>
<th>Engineer or Contractor</th>
<th>Contact Name</th>
<th>Address</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Missoula Water - Railroad St</td>
<td>12” x 947’, 8” x 583’</td>
<td>2019</td>
<td>Missoula Water</td>
<td>Territorial Landworks</td>
<td>Cory Davis</td>
<td>1817 S. Ave W. Missoula, MT 59801</td>
<td>406.721.0142</td>
</tr>
<tr>
<td>Garden City Harvest - River</td>
<td>12” x 898’</td>
<td>2019</td>
<td>Missoula Water</td>
<td>Territorial Landworks</td>
<td>Cory Davis</td>
<td>1817 S. Ave W. Missoula, MT 59801</td>
<td>406.721.0142</td>
</tr>
<tr>
<td>Road Water Main Extension</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Missoula Water - Scott St</td>
<td>12” x 2230’</td>
<td>2018</td>
<td>Missoula Water</td>
<td>Territorial Landworks</td>
<td>Cory Davis</td>
<td>1817 S. Ave W. Missoula, MT 59801</td>
<td>406.721.0142</td>
</tr>
<tr>
<td>Water Main Extension</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Missoula Water - Kent Ave</td>
<td>8” x 1320’</td>
<td>2018</td>
<td>Missoula Water</td>
<td>Morrison Maierle</td>
<td>Jason Mercer</td>
<td>1 Engineering Pl Helena, MT 59602</td>
<td>406.442.3050</td>
</tr>
<tr>
<td>Water Main Replacement</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ranch Club PH 9A</td>
<td>10” x 905’ &amp; 8” x 220’</td>
<td>2017</td>
<td>Ranch Club Development</td>
<td>Genesis Engineering</td>
<td>Chris Wasia</td>
<td>204 N. 11th Ave Bozeman, MT 59715</td>
<td>406.581.3319</td>
</tr>
<tr>
<td>Kensington Water Main Extension</td>
<td>8” x 285 w/ 10” x 90’ bored</td>
<td>2017</td>
<td>Mountain Water</td>
<td>Territorial Landworks</td>
<td>Cory Davis</td>
<td>1817 S. Ave W. Missoula, MT 59801</td>
<td>406.721.0142</td>
</tr>
</tbody>
</table>
**APPRENTICESHIP BIDDER’S PREFERENCE APPLICATION FORM**

**Project Name:** Missoula Water East Pine Street Water Main Replacement Project

**Estimated Percentage of Apprentice Hours to Total Labor Hours:**

---

**Table 1**

<table>
<thead>
<tr>
<th>Contractor or Sub-contractor</th>
<th>MT Apprentice Program Number</th>
<th>Apprenticeable Trades</th>
<th>Total Estimated Labor Hours</th>
<th>Estimated Apprentice Labor Hours</th>
<th>Percentage of Apprentice Hours to Total Labor Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>JTL Group, Inc. d.b.a Knife River</td>
<td>2020-MT-74351</td>
<td>Construction Laborer</td>
<td>2450</td>
<td>350</td>
<td>14%</td>
</tr>
</tbody>
</table>

---

**Table 2**

<table>
<thead>
<tr>
<th>Contractor or Sub-contractor</th>
<th>Apprentice Employee Name</th>
<th>Date of Hire</th>
<th>Date Enrolled in Apprentice Program</th>
<th>Length of Apprentice Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>JTL Group, Inc. d.b.a. Knife River</td>
<td>Construction Laborer</td>
<td></td>
<td></td>
<td>1 year</td>
</tr>
</tbody>
</table>

(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: 03/03/2020
MISSOULA WATER
East Pine Street Water Main Replacement Project

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: March 3, 2020
Project as described in the Invitation to Bid:

Missoula Water - East Pine Street Water Main Replacement Project
City Project no. 2019-059

BOND
Bond Number: Bid Bond
Date (Not later than Bid due date): March 3, 2020
Penal sum ________________________ Ten Percent of Amount Bid ________________________ 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
Knife River - Missoula
Bidder's Name and Corporate Seal
By: ____________________________
Signature and Title: Michalee L. Michalies, Asst. Sec.
Attest: ____________________________
Signature and Title: Witness

SURETY
Liberty Mutual Insurance Company
Surety's Name and Corporate Seal
By: ____________________________
Signature and Title: Blake S. Bohig, Attorney-in-Fact
Attest: ____________________________
Signature and Title: Witness

Note: Above addresses are to be used for giving required notice.
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 die 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 } ss.
County of Hennepin } ss.

On this 3rd day of March 2020, before me personally came Blake S. Bohlig, to me
known, who being by me duly sworn, did depose and say that he is the Attorney-in-Fact of
Liberty Mutual Insurance Company described in and which executed the above instrument; that he 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 he signed his name to it by like
order.

[Signature]
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: 8202635-190003

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, Kelly Nicole Enghausser, Heather R. Goodie, Michelle Halter, Jessica Hoff, Nicole Langer, Craig Ohmioal, Laura Pflug

all of the city of Bloomington state of Minnesota each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledgment 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 21st day of November, 2019.

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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA County of MONTGOMERY

On this 21st day of November, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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 notorial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notary Seal
Teresa Pastella, Notary Public
Upper Merion Township, Montgomery County
My Commission Expires March 22, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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

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 attorney-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledgment 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 the same to the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested 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.

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 attorney-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledgment 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 the same to 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 attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledgment 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, whenever 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 3rd day of March, 2020.

By:

Renee C. Llewellyn, Assistant Secretary

1912 1919 1991
SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

Missoula Water – East Pine Street Water Main Replacement Project
(Name of Project)

East Pine Street, Jefferson Street, and East Spruce Street in Missoula, MT
(Location)

As described in the Invitation to Bid.

CONTRACT IDENTIFICATION AND NUMBER:

Missoula Water – East Pine Street Water Main Replacement Project
Owner Project Number: 2019-059
Engineer Project Number: 19-5466

THIS BID SUBMITTED TO:

City of Missoula – City Clerk
(Organization)

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

Missoula, Montana 59802
(City) (State) (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:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Addendum Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2/28/20</td>
<td>Addendum No. 1</td>
</tr>
</tbody>
</table>
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 4.09 of the General Conditions.

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

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

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

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

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

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

**ARTICLE 4 – BIDDER’S CERTIFICATION**

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

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

**ARTICLE 5 – BASIS OF BID**

**5.01** The Bidder will complete the Work in accordance with the Contract Documents and the provisions below for the prices as shown on the attached Bid Schedule Sheet.
A. Unit Prices have been computed in accordance with paragraph 11.03. of the General Conditions.

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

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

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

ARTICLE 6 – TIME OF COMPLETION

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

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

ARTICLE 7 – BID DOCUMENTS

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

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

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

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

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

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

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

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

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

C. Provide the estimated total number of construction job site labor hours and the total number of apprenticeship hours for the project.
The lowest responsible total bid, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria or exceptions to this policy. The contract amount awarded shall be the amount of the bid submitted, exclusive of the bidding preference.

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

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

**ARTICLE 9 – BID SUBMITTAL**

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

SUBMITTED on **March 3rd, 2020**

Montana Contractor’s Registration # 55 784

Employer’s Tax ID No. 36 - 48 55 205

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

Contractor or their Superintendent
Contractor or Superintendent’s Name: **Bryce Waits**

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: Stockdale + Bebee Water Main Replacement  
   Location: Missoula, MT  
   Date Complete: 11/1/18  
   Description (main size, type, length, etc.): 2750 linear feet of 8” DIP and water services  
   Project Owner Contact: **Dennis Bowman**  
   Phone Number: (406) 274-3338

2) Project Name: Hillview Water Main  
   Location: Missoula, MT  
   Date Complete: 11/30/16  
   Description (main size, type, and length): 1650’ Linear feet DIP 24” with water service swaps  
   Project Owner Contact: **Dennis Bowman**  
   Phone Number: (406) 274-3338
3) Project Name: 5th Street Water Main
Location: Missoula, MT  Date Complete: 3/1/16
Description (main size, type, and length): 1460 Linear Feet DIP
with Water Service Swaps
Project Owner Contact: Dennis Bowman  Phone Number: (406) 274-3338

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

Name(s) of current ACI Certified Concrete Flatwork Technician for Project: Kenneth L Pfaff
*minimum of one (1) required
ACI Concrete Flatwork Technician Certification ID#: 01533884
Name(s) of current ACI Certified Flatwork Technician for project: _______________________
ACI Concrete Flatwork Technician Certification ID#: _______________________

If BIDDER is:

A Corporation
Name: ____________________________________________ (Corporation Name)
State of Incorporation: _________________________________________________________
Type (General Business, Professional, Service, Limited Liability): _______________________

By: ____________________________________________ (Signature of person authorized to sign)
Title: ____________________________________________
Attest: ____________________________________________ (Signature)
Business Address: ________________________________________________________________
Phone No.: ______________________ FAX No.: ______________________
Date of Qualification To Do Business [in Montana] is: ______________________

(Corporate Seal)
An Individual
Name: Doug Smith
(Name typed or printed)
By: [Signature]
(Individual's Signature)
Doing business as: Doug Smith Grading LLC
Business Address: 724 Porter Hill Rd.
Stevensville, MT 59870
Phone No.: (406) 777-2160
FAX No.: (406) 777-9812

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, printed or typed)
Title: [ ]
Business Address: [ ]
Phone No.: [ ]
FAX No.: [ ]
Joint Venturer Name: ___________________________ (Name)

By: ___________________________ (Signature of Joint Venture Partner)

Name: ___________________________ (Name, printed or typed)

Title: ___________________________

Business Address: ___________________________

Phone No.: ___________________________ FAX No. ___________________________

Address of Joint Venture for Receipt of Official Communication:

Address: ___________________________

Phone No.: ___________________________ FAX No. ___________________________

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

END OF SECTION
Bid Bond

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

BIDDER (Name and Address):

Doug Smith Grading, LLC
724 Porter Hill Rd., Stevensville, MT 59870

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

Western National Mutual Insurance Company
5350 W. 78th Street, Edina, MN 55439

OWNER (Name and Address):

City of Missoula
435 Ryman Street, Missoula, MT 59802

BID

Bid Due Date: March 3, 2020
Description (Project Name—Include Location): Missoula Water - East Pine Street Water Main Replacement Project, City Project No. 2019-059, Missoula, MT

BOND

Bond Number: Bid Bond
Date: March 3, 2020
Penal sum: Ten Percent of Amount Bid

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

BIDDER

Doug Smith Grading, LLC
Bidder’s Name and Corporate Seal

By: [Signature]
Print Name: [Print Name]
Title: [Title]

SURETY

Western National Mutual Insurance Company
Surety’s Name and Corporate Seal

By: [Signature]
Print Name: [Print Name]
Attorney-in-Fact: [Title]

Attest: [Signature]
Title: [Title]

Note: Addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.
1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder’s and Surety’s liability. Recovery of such penal sum under the terms of this Bond shall be Owner’s sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:
   
   3.1 Owner accepts Bidder’s Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   
   3.2 All Bids are rejected by Owner, or
   
   3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety’s written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute and appoint: Kelly Tenoid, Spencer Fred Thomas (Paynewest Insurance, Inc. - #9174)

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

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 ($7,500,000) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys in Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

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

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary, or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent, or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December 2015.

Jon R. Hebeisen, Secretary
Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF DAKOTA

On this 16th day of December 2015, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say, that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Jennifer A. Young, Notary Public
My commission expires January 31, 2021

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Jennifer A. Young, Assistant Secretary

Signed and sealed at the City of Edina, MN this 3rd day of March 2020
SECTION 00300

BID FORM

PROJECT IDENTIFICATION:
Missoula Water – East Pine Street Water Main Replacement Project
(NAME OF PROJECT)

East Pine Street, Jefferson Street, and East Spruce Street in Missoula, MT
(LOCATION)

As described in the Invitation to Bid.

CONTRACT IDENTIFICATION AND NUMBER:
Missoula Water – East Pine Street Water Main Replacement Project
OWNER PROJECT NUMBER: 2019-059
ENGINEER PROJECT NUMBER: 19-5466

THIS BID SUBMITTED TO:
City of Missoula – City Clerk
(ORGANIZATION)

435 Ryman Street
(STREET; P.O. BOX)

Missoula Montana 59802
(CITY) (STATE) (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:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Addendum Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2-28-2020</td>
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</tbody>
</table>
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.

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

ARTICLE 5 – BASIS OF BID

5.01 The Bidder will complete the Work in accordance with the Contract Documents and the provisions below for the prices as shown on the attached Bid Schedule Sheet.
A. Unit Prices have been computed in accordance with paragraph 11.03. of the General Conditions.

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

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

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

ARTICLE 6 – TIME OF COMPLETION

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

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

ARTICLE 7 – BID DOCUMENTS

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

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

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

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

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

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

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

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

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

C. Provide the estimated total number of construction job site labor hours and the total number of apprenticeship hours for the project.
The lowest responsible total bid, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria or exceptions to this policy. The contract amount awarded shall be the amount of the bid submitted, exclusive of the bidding preference.

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

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

ARTICLE 9 – BID SUBMITTAL

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

SUBMITTED on ___________________________ ___________________________. 2020

(Date) (Year)

Montana Contractor’s Registration # ____________

Employer’s Tax ID No. ________________

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: Spruce & South Water Main Replacement
   Location: Spruce St & South Ave, Missoula
   Date Complete: August 2019
   Description (main size, type, length, etc.): 6" & 8" Class 350 DIP

   Project Owner Contact: Logan McInnis  Phone Number: 552-6700

2) Project Name: 4th, Howell, & 5th St. Water Main Replacement
   Location: 4th, Howell, & 5th St, Missoula  Date Complete: September 2018
   Description (main size, type, and length): 14" & 8" Class 350 DIP

   Project Owner Contact: Logan McInnis  Phone Number: 552-6700
3) Project Name: 44 Ranch Subdivision Water Main
Location: Mullin Rd, Missoula Date Complete: October 2018
Description (main size, type, and length): 14" x 8" Class 350 DIP

Project Owner Contact: Kevin Mytty Phone Number: 720-0030

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

By: ____________________ (Signature of person authorized to sign)
Title: President

Attest: ____________________ (Signature)

Business Address: PO Box 4746
Missoula, MT 59806

Phone No.: 720-1400 FAX No.: 721-4706

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

(Corporate Seal)
Misouala Water
East Pine Street Water Main Replacement Project

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
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<th>Program</th>
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<th>Date Enrolled</th>
<th>Date of Hire</th>
<th>Apprentice Employee Name</th>
<th>Contractor or Sub-Contractor</th>
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<td>320 3.5%</td>
<td>2669</td>
<td>2019-07-31</td>
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</tbody>
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<th>Total Labor Hours</th>
<th>Apprentice Hours</th>
<th>Apprentice Labor Hours</th>
<th>Estimatable</th>
<th>Non-Estimatable</th>
<th>Apprentice Total Hours</th>
<th>Non-Estimatable Total Hours</th>
<th>Estimated Percentage of Apprenticeship</th>
<th>Contractor or Sub-Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>320</td>
<td>3.5%</td>
<td>2669</td>
<td>2019-07-31</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Project Name: East First Street Water Main

Estimated Percentage of Apprenticeship: 3669

MISSOULA

APPRENTICESHIP BIDDER'S PREFERENCE APPLICATION 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

OWNER (Name and Address):
City of Missoula
435 Ryman Street
Missoula, MT 59802

BID
Bid Due Date: March 3, 2020

Project as described in the Invitation to Bid:
Missoula Water – East Pine Street Water Main Replacement Project
City Project no. 2019-059

BOND
Bond Number: Bid Bond
Date (Not later than Bid due date): March 3, 2020
Penal sum Ten Percent of Amount Bid __________ 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 and Title President
Attest: __________________________ Signature and Title Operations Manager

SURETY
Berkley Insurance Company
Surety’s Name and Corporate Seal
By: _____________________________  Signature and Title Tyler McIntyre, Attorney-in-Fact
Attest: __________________________ Signature and Title Pamela Nelson, 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 die 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

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: Tyler McIntyre
Surety Bond No.: Bid Bond
Principal: Mytty Excavating, Inc. DBA Western Excavating
Obligee: City of Missoula
Amount of Bonds 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 (US$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

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

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further
RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further
RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further
RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

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

Attest: By

[Signature]
Ina S. Lederman
Executive Vice President & Secretary

[Signature]
Jeffrey M. Halter
Senior Vice President

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

[Signature]
Linda C. Prendergast
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 3rd day of March, 2020.

[Signature]
Vincent P. Forte
SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

Missoula Water – East Pine Street Water Main Replacement Project
(Name of Project)

East Pine Street, Jefferson Street, and East Spruce Street in Missoula, MT
(Location)

As described in the Invitation to Bid:

CONTRACT IDENTIFICATION AND NUMBER:

Missoula Water – East Pine Street Water Main Replacement Project
Owner Project Number: 2019-059
Engineer Project Number: 19-5466

THIS BID SUBMITTED TO:

City of Missoula – City Clerk
(Organization)

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

Missoula Montana 59802
(City) (State) (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:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Addendum Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2/8/20</td>
<td>Pre-Bid Meeting + Add Bid Items</td>
</tr>
</tbody>
</table>

Section 00300 (Revised)
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 4.08 of the General Conditions.

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

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

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

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

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

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

ARTICLE 4 – BIDDER’S CERTIFICATION

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

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

ARTICLE 5 – BASIS OF BID

5.01 The Bidder will complete the Work in accordance with the Contract Documents and the provisions below for the prices as shown on the attached Bid Schedule Sheet.
A. Unit Prices have been computed in accordance with paragraph 11.03. of the General Conditions.

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

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

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

ARTICLE 6 – TIME OF COMPLETION

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

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

ARTICLE 7 – BID DOCUMENTS

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

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

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

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

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

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

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

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

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

C. Provide the estimated total number of construction job site labor hours and the total number of apprenticeship hours for the project.
The lowest responsible total bid, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria or exceptions to this policy. The contract amount awarded shall be the amount of the bid submitted, exclusive of the bidding preference.

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

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

ARTICLE 9 – BID SUBMITTAL

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

SUBMITTED on March 3rd, 2020

Montana Contractor's Registration # 282280

Employer’s Tax ID No. 81-5186064

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

Contractor or their Superintendent: Flathead Construction, 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: Grant/Trave Water Main Replacement Project

   Location: Grant/Trave St., Missoula, MT

   Date Complete: July 2019

   Description (main size, type, and length): Install 8" main connection to existing 6" main 4 hydrants, reconnection of existing services, install new arms

2) Project Name: Medicine Crow Middle School

   Location: Billings, MT

   Date Complete: 2016

   Description (main size, type, and length): Installation of 620 LF of sewer, 625 LF underground line, and 3735 LF at storm drain

   Project Owner Contact: Dick Anderson, Cont. Phone Number: (406) 248-3765
3) Project Name: **Speedway West Water Main**

Location: **East Missoula, MT**  
Date Complete: **April 2019**

Description (main size, type, and length): **8" ductile pipe, 300 ft and new hydrants**

Project Owner Contact: **City of Missoula**  
Phone Number: **(406) 552-6100**

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: **Edward Priest**

*minimum of one (1) required

ACI Concrete Flatwork Technician Certification ID#: **0123-888899**

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

ACI Concrete Flatwork Technician Certification ID#: ____________________________

If BIDDER is:

**A Corporation**

Name: **FirstMark Construction, LLC**  
(Corporation Name)

State of Incorporation: **Montana**

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

By: ____________________________  
(Signature of person authorized to sign) **Stan Douglas, Division Manager**

Title: **Division Manager**

Attest: ____________________________  
(Signature) **Cassie Crosby**

Business Address: **1014 South Ave West, Suite B**  
**Missoula, MT 59801**

Phone No.: **(406) 830-3021**  
FAX No.: **(406) 830-7889**

Date of Qualification To Do Business [in Montana] is: **2004**

(Corporate Seal) **Missoula**

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Section 00300 (Revised)  
BID FORM  
Page 5 of 7
Joint Venturer Name: N/A

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: East Pine Street Water Main Replacement

Estimated Percentage of Apprentice Hours to Total Labor Hours: 2,487 hours

<table>
<thead>
<tr>
<th>Contractor or Sub-contractor</th>
<th>MT Apprentice Program Number</th>
<th>Apprenticeable Trades</th>
<th>Total Estimated Labor Hours</th>
<th>Estimated Apprentice Labor Hours</th>
<th>Percentage of Apprentice Hours to Total Labor Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Mary Construction</td>
<td>2019-MT-74342</td>
<td>Laborer</td>
<td>996 HR</td>
<td>400 HR</td>
<td>40.1%</td>
</tr>
</tbody>
</table>

Table 2

<table>
<thead>
<tr>
<th>Contractor or Sub-contractor</th>
<th>Apprentice Employee Name</th>
<th>Date of Hire</th>
<th>Date Enrolled in Apprentice Program</th>
<th>Length of Apprentice Program</th>
</tr>
</thead>
</table>

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

Signature of General Contractor: Stan Dyeckle, Division Manager
Date: 3/1/19
ACI Certification Results Report
ACI Flatwork Finisher & Technician

Testing Session Information:
Session: 150298      Exam Date: 03/13/2015      Exam Location: Missoula, MT
ACI Sponsoring Group: Montana Contractors Conc Div  Phone: (406) 442-4162
Examiner of Record: Dale K Ouzts

Examinee Information
Edward B Priest
1617 Bel Air Pl
Missoula, MT 59801-7629

Certification ID
01228595

Status Information
Certification Status: CERTIFIED      ACI Concrete Flatwork Finisher & Technician
Certification Issue Date: 03/13/2015 Thru 03/13/2020

ACI Comments:
Congratulations! You are now Certified. This is an accomplishment you can be very proud of and we will be happy to confirm this credential to anyone upon request. Enclosed is your wallet card and certificate attesting this accomplishment. In addition, a directory of all ACI Certified Individuals can be found at www.ACICertification.org.

Required Results

<table>
<thead>
<tr>
<th>Written Examination</th>
<th>PASS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certification Designation Upgrade Results</td>
<td></td>
</tr>
<tr>
<td>Work Experience</td>
<td>PASS</td>
</tr>
</tbody>
</table>

The Detailed Subtest Results section on next (back) page.
ACTION BY WRITTEN CONSENT
BY THE SOLE MEMBER OF
FIRSTMARK CONSTRUCTION, LLC
a Montana limited liability company

November 1, 2018

The undersigned, being the sole member (the “Member”) of FirstMark Construction, LLC (the “Company”), hereby approves, consents to and adopts the following recitals and resolutions, and the actions therein authorized, as the acts of the Member by written consent in accordance with Montana Limited Liability Company Act (the “Act”), and any successor statute, as amended from time to time.

DESIGNATION OF AUTHORIZED SIGNATORIES

WHEREAS, the Member is the sole member of the Company with the power and authority to manage day to day affairs of the Company; and

WHEREAS, pursuant to the Limited Liability Company Agreement of the Company, the Member desires to designate Stanford Dugdale as authorized signatory of the Company for purposes of signing bids and contracts on behalf of the Company.

NOW, THEREFORE, BE IT RESOLVED, that the designation and appointment of B. Phil Martin as authorized signatory of the Company until such delegation is revoked by the Member is hereby approved, confirmed and ratified in all respects; and be it

AUTHORIZATION OF FURTHER ACTIONS

RESOLVED, FURTHER, that the Member, officers and authorized signatories of the Company be, and hereby are, authorized and directed, for and on behalf of the Company, to execute all documents and take such further action as they may deem necessary, appropriate or advisable to effect the purposes of each of the foregoing resolutions.

(signature page follows)
IN WITNESS WHEREOF, the undersigned has executed this Action by Written Consent effective as of the date first written above.

MEMBER:

CMG AC, LLC
a Delaware limited liability company

By:

Name: Mitchell B. Goldstein
Title: Chairman
BID BOND

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

BIDDER (Name and Address):
FirstMark Construction, LLC
1014 South Ave W, Suite B
Missoula, MT 59801

SURETY (Name and Address of Principal Place of Business):
Fidelity and Deposit Company of Maryland
1400 American Lane, Tower I, 19th Floor
Schaumburg, IL 60196-1056

OWNER (Name and Address):
City of Missoula
435 Ryman Street
Missoula, MT 59802

BID
Bid Due Date: 03/03/2020

Project as described in the Invitation to Bid:

Missoula Water – East Pine Street Water Main Replacement Project
City Project no. 2019-059

BOND
Bond Number: 001

Date (Not later than Bid due date): 02/21/2020

Penal sum Ten Percent of the Total 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 fully executed on its behalf by its authorized officer, agent, or representative.

BIDDER
FirstMark Construction, LLC
Bidder's Name and Corporate Seal

By:
Signature and Title: [Signature and Title]

Attest:
Signature and Title: [Signature and Title]

SURETY
(Firm Name)
Surety's Name and Corporate Seal

By:
Signature and Title: [Signature and Title]

Attest:
Signature and Title: [Signature and Title]

Note: Above addresses are to be used for giving required notice.
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 die 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.
KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, John D. LEAF, Kristin A. PICCIONI, Chris JERMUNSON, Brooke A. GARNES, Robert C. PFENNIGS, Marsha HATTEL, Gary PALADICHUK, Jon TIERNEY, Kimberly HODSON, Jamie M. ROE, Sharresa DRAHOS, Michelle SCHERMERHORN, Kaye U. MUZZANA and Blaine D. MARTIN, all of Great Falls, Montana, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 29th day of March, A.D. 2019.

ATTEST:

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 29th day of March, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposes and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019
EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 21ST day of FEBRUARY 2020.

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577