

**BID CHECK LIST:**

- ☐ CHECK LIST COMPLETED
- ☐ BID FORM COMPLETED AND SIGNED
- ☐ BID SCHEDULE ARITHMETIC CHECKED
- ☐ NUMERICAL BID PRICE THE SAME AS WRITTEN BID PRICE
- ☐ 10% BID SECURITY DEPOSIT
- ☐ BONDING COMPANY POWER OF ATTORNEY
- ☐ ADDENDA ACKNOWLEDGED
- ☐ FAIR EMPLOYMENT PRACTICES CERTIFICATION

BY: \_\_\_\_\_  
(Name of Bidder)

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

MONTANA CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

## SECTION 00300

### BID FORM

#### PROJECT IDENTIFICATION:

\_\_\_\_\_  
Nevada Creek- Douglas Canal Rehabilitation Project- Headgate Replacement  
(Name of Project)

\_\_\_\_\_  
Powell County, Montana  
(Location)

#### THIS BID SUBMITTED TO:

\_\_\_\_\_  
John Connors, P.E.  
(Name)

\_\_\_\_\_  
Montana Department of Natural Resources and Conservation  
(Organization)

\_\_\_\_\_  
1424 9<sup>th</sup> Avenue, PO Box 201601  
(Street; P.O. Box)

\_\_\_\_\_  
Helena Montana 59620-1601  
(City) (State) (Zip Code)

- 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.
- 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.
- 3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.



Addendum No.

Addendum Date

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- B. Bidder has visited the Site and 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 (0) report(s) 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 Supplementary Conditions 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 Supplementary Conditions 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 to 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 price(s) 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 the Bid is submitted.



- 4.01 Bidder further represents 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 official's immediate family, has direct or indirect interest in the pecuniary profits or Contracts of the Bidder.

- 5.01 The Bidder will complete the Work in accordance with the Contract Documents for the following price(s).

- A. Unit Prices have been computed in accordance with paragraph 11.03.B. 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 Bid Price and Total Amount of Unit Prices Bid as listed above 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.

- 6.01 Bidder agrees that the Work will be substantially completed and 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 presumed damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

- 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 identified in the Instructions To Bidders; and
- B. Fair Employment Practices Certificate.

- 8.01 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.

- 9.01 The Owner reserves the right to waive minor informalities or irregularities or to give the Bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a Bid, whichever is to the advantage of the Owner. A minor informality or irregularity is



one which is merely a matter of form and not of substance or pertains to some immaterial or inconsequential defect or variations of a Bid from the exact requirements of the Advertisement or Invitation For Bid, the correction or waiver of which would not be prejudicial to other Bidder's, as determined by the Owner. The defect or variation in the Bid is immaterial and inconsequential when its significance as to price, quantity, quality, or delivery is trivial or negligible when contrasted with the total cost or scope of the supplies or services being procured. The Owner reserves the right to make such investigations as Owner deems necessary.

- 10.01 The undersigned Bidder agrees to abide by the requirements of Executive Order No. 11246, as amended. To that end, Bidder submits a completed Fair Employment Practices Certification (Section 00670), with Bidder's Bid. If the proposed Contract is for \$50,000 or more and the Bidder has 50 or more employees, Bidder further agrees to develop a written affirmative action compliance program and if Bidder has 100 or more employees, to file the report required after the Contract Award.



## BID SCHEDULE

Nevada Creek- Douglas Canal Rehabilitation Project –

Headgate Replacement

(Bid all items)

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
DOUGLAS CANAL REHABILITATION PROJECT- HEADGATE REPLACEMENT					
GENERAL					
101	Mobilization, Bonding, and General Requirements (cannot exceed 10% total bid price for this Schedule)	1	LS		
102	Control of Water & Erosion Control	1	LS		
103	Clearing, Grubbing, Demolition and Disposal	1	LS		
104	Site Reclamation	1	LS		
HEADGATE REPLACEMENT					
201	Concrete Headgate Structure	1	LS		
202	4' X 5' Slide Gate	1	LS		
203	Riprap Protection (12" D50)	1	LS		
204	Headgate Walkway and Guardrail	1	LS		
SEDIMENT CURB AND SLUICE GATE					
301	Concrete Sediment Curb	1	LS		
302	Remove and Replace Rip Rap	1	LS		
303	2' x 2' Sluice Gate and Mount	1	LS		
CANAL GRADING					
401	Canal Grading and Sediment Removal	370	LF		
WATER MEASUREMENT SECTION					
501	Concrete Water Measurement Structure	1	LS		
502	Stilling Well and Piping	1	LS		
503	Measurement Structure Walkway and Handrail	1	LS		
504	Water Measurement Equipment Mount	1	LS		



Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
NEVADA CREEK STILLING WELL					
601	Stilling Well and Piping	1	LS		
ELECTRICAL CONDUIT					
701	Electrical Conduit and Connections	220	LF		
FENCING					
801	Access Gate and Supports	1	LS		
802	Fencing	1	LS		
803	Diversion Hand Rail	1	LS		

TOTAL COMBINED BID PRICE \_\_\_\_\_

TOTAL COMBINED BID PRICE (IN WORDS) \_\_\_\_\_

SUBMITTED on \_\_\_\_\_  
(Date)

Montana Contractor's Registration # \_\_\_\_\_

Employer's Tax ID No.: \_\_\_\_\_

**An individual:**

By: \_\_\_\_\_  
(Signature) (Individual's Printed Name)

Doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A Partnership:**

By: \_\_\_\_\_  
(Signature) (Firm Name)

\_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A Corporation:** \_\_\_\_\_  
(Corporation Name)

State of Incorporation: \_\_\_\_\_

Title (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 Is: \_\_\_\_\_

(Corporate Seal)

**A Joint Venture:**

By: \_\_\_\_\_ (Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (Name)

\_\_\_\_\_  
(Address)

Phone No.: \_\_\_\_\_ FAX No: \_\_\_\_\_

By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Title)



(Seal)

By: \_\_\_\_\_  
(Signature) (Title)

(Seal)

(Each party to the 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 00300**



**SECTION 00430**

**BID BOND**

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

BIDDER (*Name and Address*):

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

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name and Include Location*):

BOND

Bond Number:

Date (*Not earlier than Bid due date*):

Penal sum \_\_\_\_\_

(Words)

\$ \_\_\_\_\_

(Figures)

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

**BIDDER**

**SURETY**

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: \_\_\_\_\_

Signature

By: \_\_\_\_\_

Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_

Signature

Attest: \_\_\_\_\_

Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



*Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, 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 Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as



if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

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



**SECTION 00670**  
**FAIR EMPLOYMENT PRACTICES CERTIFICATION**

**TO: MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION**

The undersigned Bidder in submitting Bidder's Bid to perform Work by Contract on the Douglas Canal Rehabilitation- Headgate Replacement Project, hereby certifies that Bidder has met, or will meet, the standards of affirmative compliance with the Fair Employment Practices Act referenced in the Supplementary Conditions of the Contract, and Bidder will comply with the Montana Human Rights Act.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
(Business)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City) (State) (Zip)

\_\_\_\_\_  
(Date)

**END OF SECTION 00670**