

5/2/2023

Lance Hopkin, P.E. Public Works Director City of Lander 240 Lincoln Street Lander, WY 82520

Project: Lander Tank and Pump Station

RE: Letter of Recommendation Based on Bid Opening

Dear Mr. Hopkin:

The bid opening for the above-mentioned project was held at 3:00 PM Thursday, April 27<sup>th</sup>, 2023, at City Hall. We have reviewed the bid forms, bid bonds, and other required certifications for the above referenced project. Enclosed is a Bid Tabulation Sheet for the bids received. Original bid documents were returned to the City on 05/1/2023.

#### **Evaluation of Bids**

There were 2 bidders on the project as listed in the table below. All bids were submitted on time, bids were properly executed, Disadvantaged Business Enterprise (DBE) solicitation forms were included, addendums were acknowledged, and bid bonds were provided.

There were errors in the computation of bids. Discrepancies were resolved in accordance with 15.01.C of 0200 – Instructions to Bidders. Errors are highlighted with yellow in the attached Bid Tabulation.

High Country Construction (HCC) miscalculated item 2.18, which was corrected, resulting a total price for that item of \$21,800, which, it seems, was used to come up with the total price for Schedule 2 of \$1,130,132. They also calculated the total for Schedule 3 incorrectly as \$447,906. When summed correctly, the values given for schedule 3 sum to \$445,506, which is the value used to estimate the total bid price. Item 5.20 was not multiplied correctly, nor was the subtotal for Schedule 5 correct. The correct total price for 5.20 is \$2,200 and the correct total for Schedule 5 items was \$665,590, both of which were used in the estimation of the Total Bid Price. When errors were corrected for, HCC had a Total Bid Price of \$9,484,375.50. Their submitted bid was for \$9,491,375.50. When asked if they were comfortable with the discrepancy, they stated they were comfortable with the changes made and did not want to withdraw their bid.

Montana Civil had one error, resulting from an error in the electronic bid form for item 3.4. The correct Quantity for Bid provided in the Addendum 2 Bid Form was 85 LF. The Quantity for Bid used by Montana Civil was 81, resulting in Total Price for that item of \$22,680, which was incorrect. The correct value is \$23,800, which is what was used to compute the Total Bid Price. When errors were corrected for, Montana Civil had a Total Bid Price of \$9,529,647.00. Their submitted bid was for \$9,528,527.00. The discrepancy did not result in making their bid more competitive, and thus was not examined further.



The Bid Form for this project included six Base Bid Schedules (Schedules 0, 1, 2, 3, 4, & 5), and three bid Alternates (Alternates A, B, & C). To compute the Base Bid Price, and for determination of the apparent low bidder, the total combined Bid Prices for Base Bid Schedules 0 through 5 plus the lesser of Bid Alternates "A" and "B" were used. For both Bidders, Alternate A was the lesser in cost, and was used in the computation of the Total Bid Price. There is an in-state preference on this job, however, it was not considered in the comparison of bids because it would not affect the outcome of the bid ranking.

The Total Bid Prices for the project ranked as follows:

Bidder	Base Bid Price
High Country Construction	\$9,484,375.50
Montana Civil	\$9,529,647.00

Based on the above results, High Country Construction is the apparent low bidder.

## **Apparent Low Bidder Qualifications Review**

High Country Construction has recently completed large-scale projects involving both potable water infrastructure installations and complex earthwork, both of which will be required for this project. The Riverton High Pressure Project, completed in 2022, included the installation of 5 large Pressure Reducing Valve Vaults, ~13,000 LF of 16" water line, and 3 large trenchless operations. The Blue Sky Highway Realignment job, completed in 2020, included substantial amounts of demolition. grading, and earthwork, which will be required for this project as well. City of Riverton City Administrator and former Public Works Director Kyle Butterfield and WYDOT Engineer Eric Smith were contacted to inquire about HCC's performance on these projects and both were very satisfied with HCC's performance, stated that they were good at working through issues and setbacks, and recommended them as a good contractor. We recently completed a small water line project with them for the Eastern Shoshone Tribe and were very happy with their performance on the job. HCC has a strong reputation in our industry locally as a competent, capable organization. Furthermore, they have successfully completed projects of this magnitude and complexity recently, which is somewhat rare for some of our local contractors. Finally, they are a local contractor, which means this project will help provide local jobs and will likely give them more of an incentive to do quality work for their hometown.

## **Bid Alternates Summary**

Of the three bid alternates (A-C), either A or B are to be awarded based on whichever is lesser. As was stated above, the award given will include the grading plan associated with Bid Alternate "A". Please note that this work requires the easement be obtained around the tank site on the Random Ranches, LLC Parcel. If this easement is not obtained, and the City needs to use the Grading Plan 2 covered in Alternate "B", this will result in a \$13,425 cost increase to the City. This will need to be accomplished via Change Order because of the way the Basis of Award is written in ITB 20.03.C.

<sup>&</sup>lt;sup>1</sup> Reference Instructions to Bidders 20.03.C.



Bid Alternate C may or may not be awarded depending on the City's desired direction. These service lines are needed because the main they are being served by will be taken out of service as a part of this project. In addition to the need, including this work in the project for \$103,254.00 brings the project cost up to \$9,484,375.50 + \$103,254.00 = \$9,587,629.50, which falls within the City's construction budget.

## **Project Budget Analysis**

A summary of grant funding and estimated available City funding for the project is provided in the table below.

Funding Source	Funding (\$)
AML GRANT	\$ 3,557,554.00
WWDC GRANT	\$ 7,028,300.00
City @ 33% Match Original Funding	\$ 1,765,170.00
_	\$ 12,351,024.00

A summary of the current project costs as estimated after the bid opening are summarized below:

Description	Funding (\$)
HCC Total Bid Price	\$9,484,375.50
Bid Alternate C	\$103,254.00
Engineering	\$1,225,935.00
5% Contingency	\$540,678.23
	\$11,354,242.73

As can be determined in the comparison of the total projected costs and the total budget, the City is in an excellent financial position with a roughly \$1M budget surplus - even when awarding the Bid Alternate "C" and having a roughly \$0.5M in contingency for any issues that may arise during construction.

Based on our review of the bids, HCC's qualifications, the City's budget positions, **and contingent upon concurrence from the WWDO and AML** we recommend that the Total Bid Price Plus Bid Alternate "C" be awarded to High Country Construction in the amount of \$9,484,375.50 + \$103,254.00 = \$9,587,629.50.

Sincerely,

HDR Engineering, Inc.

MM M Shuly Uriel M. Shelby, P.E.

Project Manager

Enc.: Bid Tabulation Sheet; High Country Construction and Montana Civil Bid Packages

Copy to: Wade Verplancke, P.E. - WWDO Project Manager, Mila Brown - AML Project Manager

HDR ENGINEERING INC. P. O. BOX 467 LANDER, WY 82520

LANDER, WY (307) 228-607																			
(001) 220-001	BID SCHEDULE					1				3									
				MOI			RUCTORS, INC.	HIGH C			RUCTION, INC.							ENGINEERS I	ESTIMATE
ITEM			QUANTITY		BELGF UNIT	RADE,	, <b>mt</b> Total		LAND NIT	ER, W	Y TOTAL		IGH NIT	LOW UNIT		AVERAGE UNIT		UNIT	TOTAL
NO.	ITEM DESCRIPTION	UNIT	FOR BID		PRICE		PRICE		RICE		PRICE		RICE	PRICE		PRICE		PRICE	PRICE
		0	. 0.(5.5		(\$)		(\$)		(\$)		(\$)							(\$)	(\$)
		•				_													
	: GENERAL CONDITIONS			_		<u> </u>		L									<u> </u>		
0.1	Mobilization	LS	1	\$	600,000.00	\$	600,000.00		85,000.00	\$	485,000.00		-,	\$ 485,000		\$ 542,500.00	\$	-,	\$ 479,000.00
0.2	Contract Bonds Construction Stormwater Management	LS LS	1	\$	80,000.00 75,000.00	\$	80,000.00 75,000.00		46,400.00 39,300.00	\$	46,400.00 39,300.00		,	\$ 46,400 \$ 39,300		\$ 63,200.00 \$ 57,150.00	\$	206,000.00	\$ 206,000.00 \$ 20.000.00
0.3	Traffic Control	LS	1	\$	50,000.00	\$	50,000.00		30,200.00	\$	30,200.00		0,000.00				\$	50.000.00	
0.5	Independent Materials Testing	LS	1	\$	30,000.00	\$	30,000.00		78,300.00	\$	78,300.00		-	\$ 30,000			\$	,	\$ 100,000.00
	GENERAL CO	ONDITION	S SUBTOTAL	Ė	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$	835,000.00		-,	\$	679,200.00	Ė	,	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			Ė	,	\$ 855,000.00
SCHEDULE 1	: 4 MG CONCRETE ELLIS TANK																		
1.1	Demolition	LS	1	\$	350,000.00	\$	350,000.00		21,800.00	\$	321,800.00					\$ 335,900.00	\$		\$ 265,000.00
1.2	Remove Existing and Install New Stock Waterer	LS	1	\$	12,000.00	\$	12,000.00	\$	5,930.00	\$	5,930.00		2,000.00		0.00		\$	7,300.00	
1.3	Foundation Surface Preperation	SY	1625	\$	28.00	\$	45,500.00	\$	23.00	\$	37,375.00	\$	28.00		3.00		\$	38.00	
1.4 1.5	Structural Fill: Envelope A Structural Fill: Grading W	CY	550 270	\$	100.00 150.00	\$	55,000.00 40,500.00	\$	50.50 97.00	\$	27,775.00 26,190.00	\$	100.00 150.00		7.00		\$	90.00 96.00	,
1.6	16" Outlet Pipe and Fittings	LS	1	\$	93,000.00	\$	93,000.00		95,100.00	\$	95,100.00		5,100.00				\$	84.000.00	
1.7	16" Inlet Pipe and Fittings	LS	1	\$	96,000.00	\$	96,000.00		92,500.00	\$	92,500.00		6.000.00	,		, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$	88.000.00	7 0.,000.00
1.8	4" HDPE Perimeter Drain Line	LF	110	\$	340.00	\$	37,400.00	\$	40.00	\$	4,400.00	\$	.,	. , , , ,	0.00	,	\$	,	\$ 16,830.00
1.9	10" PVC Drain line and Fittings	LF	110	\$	577.00	\$	63,470.00	\$	453.00	\$	49,830.00	\$	577.00	\$ 453	3.00	\$ 515.00	\$	510.00	\$ 56,100.00
1.10	10" Gate Valve	EA	1	\$	5,000.00	\$	5,000.00	\$	7,010.00	\$	7,010.00	\$	7,010.00	\$ 5,000	0.00	\$ 6,005.00	\$	5,300.00	\$ 5,300.00
1.11	Tank Drain Dissipation Structure	LS	1	\$	24,000.00	\$	24,000.00		52,800.00	\$	52,800.00		,	\$ 24,000		\$ 00,100.00	\$	,	\$ 14,600.00
1.12	Class 1 Grouted RipRap	CY	4	\$	1,300.00	\$	5,200.00	\$	1,010.00	\$	4,040.00	\$	.,000.00	\$ 1,010		\$ 1,155.00	\$		\$ 3,540.00
1.13	Class 2 RipRap	CY	20	\$	150.00	\$	3,000.00	\$	192.00	\$	3,840.00	\$	192.00		0.00	\$ 171.00	\$	215.00	\$ 4,300.00
1.14 1.15	Security Fence 16 ft Wide Motorized Double Swing Gate	LF EA	960 1	\$	72.00 3,000.00	\$	69,120.00 3,000.00	\$	63.50 2,650.00	\$	60,960.00 2,650.00	\$	72.00 3,000.00	\$ 2,650	3.50	\$ 67.75 \$ 2,825.00	\$	85.00 30,000.00	\$ 81,600.00 \$ 30,000.00
1.15	4 ft Wide Single Gate	EA	1	\$	900.00	\$	900.00	\$	1,150.00	\$	1,150.00	\$	1.150.00		0.00	\$ 2,025.00	φ	1,500.00	\$ 1,500.00
1.17	1" PE Water service line (Tank Site to Ellis Pasture)	LF	190	\$	13.00	\$	2,470.00	\$	54.50	\$	10,355.00	\$	,	•	3.00	33.75	\$	31.00	\$ 5,890.00
1.18	1" Backflow Preventer and Stop/Waste Valve	EA	1	\$	1,400.00	\$	1,400.00	\$	918.00	\$	918.00	\$			3.00		\$	1,200.00	\$ 1,200.00
1.19	Stock Waterer Buried Electical Conduit (Tank Site to Ellis Pasture)	LF	190	\$	29.00	\$	5,510.00	\$	28.00	\$	5,320.00	\$	29.00	\$ 28	3.00	\$ 28.50	\$	19.00	\$ 3,610.00
1.20	20 ft Wide Steel Double Swing Gate (Ellis Pasture)	EA	3	\$	1,800.00	\$	5,400.00	\$	1,590.00	\$	4,770.00	\$	.,	\$ 1,590		, ,,,,,,,,,,	\$	1,900.00	\$ 5,700.00
1.21	Woven wire, 3 strand barbwire fence (Ellis Pasture)	LF	1105	\$	24.00	\$	26,520.00	\$	18.50	\$	20,442.50	\$			3.50	21.20	\$	11.00	\$ 12,155.00
1.22	Extend 24" CMP Culvert (Ellis Pasture)	LF	15	\$	145.00	\$	2,175.00	\$	199.00	\$	2,985.00	\$	.00.00		5.00	\$ 172.00	\$	140.00	\$ 2,100.00
1.23	Site Reclamation	LS	1	\$	13,000.00	\$	13,000.00		36,400.00	\$	36,400.00		6,400.00	\$ 13,000		\$ 24,700.00	\$	40,000.00	\$ 40,000.00
1.24	Submersible Potable Tank Mixer Package  4 MG CONCRETE E	LS	K SUBTOTAL	*	34,000.00	\$	34,000.00 993,565.00	\$	30,200.00	\$	30,200.00 904,740.50	\$ 3	4,000.00	\$ 30,200	).00	\$ 32,100.00	\$	32,000.00	\$ 32,000.00 \$ 897,895.00
	4 MG CONCILIE	LLIS IAN	COBIOTAL			Ψ	990,000.00	_		Ψ	904,740.50						-		ψ 091,093.00
SCHEDULE 2	: ELLIS VAULT																		
2.1	36" RCP Potholing	EA	2	\$	3,600.00	\$	7,200.00	\$	1,570.00	\$	3,140.00		.,	\$ 1,570		2,000.00	\$	5,000.00	\$ 10,000.00
2.2	12" Sacrificial Insertion Valve and Thrust Restraint Block Demolition	LS LS	1	\$	50,000.00 30,000.00	\$	50,000.00 30,000.00		37,500.00 57,900.00	\$	37,500.00 57,900.00		0,000.00 7.900.00	\$ 37,500 \$ 30.000		\$ 43,750.00 \$ 43,950.00	\$	30,000.00 50,000.00	\$ 30,000.00 \$ 50,000.00
2.4	Plug/Abandon Old Lines	LS	1	\$	2,600.00	\$	2,600.00		11,900.00	\$	11,900.00		,	\$ 2,600			\$	2.000.00	\$ 2,000.00
2.5	Precast Structure	LS	1	\$	260,000.00	\$	260,000.00		65,400.00	\$	265,400.00		,	, , , , , ,		\$ 262,700.00	\$	190,000.00	\$ 190,000.00
2.6	Structure Process Piping	LS	1	\$	240,000.00	\$	240,000.00		36,900.00	\$	236,900.00					\$ 238,450.00	\$	150,000.00	\$ 150,000.00
2.7	Structure Process Liquid Analytical Measurement	LS	1	\$	20,000.00		20,000.00		15,800.00	\$	15,800.00					\$ 17,900.00			\$ 20,000.00
2.8 2.9	Structure Mechanical/HVAC Structure Deck and Rails	LS LS	1	\$	30,000.00 47,000.00	\$	30,000.00		17,600.00	\$	17,600.00					\$ 23,800.00	\$		\$ 3,000.00
2.9	Structure Metal Stairs & Access Ladder	LS	1	\$	30,000.00	\$	47,000.00 30,000.00		43,700.00 49,100.00	\$	43,700.00 49,100.00					\$ 45,350.00 \$ 39,550.00	\$	26,500.00 5,500.00	\$ 26,500.00 \$ 5,500.00
2.11	Structure Ceiling Mounted Electric Monorail Crane System	LS	1	\$	94,000.00	\$	94,000.00		92,260.00	\$	92,260.00			\$ 92,260			\$		\$ 45,000.00
2.12	Structure Electrical, Instrumentation, and Controls	LS	1	\$	90,000.00	\$	90,000.00	\$	71,400.00	\$	71,400.00			\$ 71,400			\$	275,000.00	\$ 275,000.00
2.13	Electrical Service Modfications	LS	1	\$	3,500.00	\$	3,500.00	\$	3,170.00	\$	3,170.00		3,500.00		0.00		\$	15,000.00	\$ 15,000.00
2.14 2.15	24" MJ x MJ Adapter 24" x 16" MJ Reducer	EA EA	1	\$	2,000.00 1,900.00	\$	2,000.00 1,900.00	\$	8,060.00 7,220.00	\$	8,060.00 7,220.00		8,060.00 7,220.00		0.00		\$	1,000.00 5,000.00	\$ 1,000.00 \$ 5,000.00
2.15	24" x 16" Reducer Thrust Block	LS	1	\$	1,600.00	\$	1,600.00	\$	1,540.00	\$	1,540.00		1,600.00		0.00		\$		\$ 10,000.00
	16" MJ x MJ Adapter	EA	1	\$	1,500.00	\$	1,500.00	\$	4,720.00	\$	4,720.00		4,720.00		0.00		\$	800.00	\$ 800.00
2.17		EA	2	\$	15,000.00	\$	30,000.00		10,900.00	\$	21,800.00		5,000.00				\$	8,000.00	\$ 16,000.00
2.17 2.18	16" MJ Butterfly Valve	EA		_Ψ	10,000.00		,	7											
2.18 2.19	16" Restrained Joint C905 - DR 18 PVC Waterline	LF	117	\$	310.00	\$	36,270.00	\$	241.00	\$	28,197.00	\$	310.00		1.00		\$	150.00	\$ 17,550.00
2.18 2.19 2.20	16" Restrained Joint C905 - DR 18 PVC Waterline 16" Restrained Joint C905 - DR 18 PVC Waterline in Existing 36" RCP of	LF LF	117 82	\$	310.00 285.00	\$	36,270.00 23,370.00	\$	241.00 251.00	\$	20,582.00	\$	285.00	\$ 251	1.00	\$ 268.00	\$	200.00	\$ 16,400.00
2.18 2.19	16" Restrained Joint C905 - DR 18 PVC Waterline	LF	117	\$	310.00 285.00 3,200.00	\$ \$	36,270.00	\$ \$	241.00			\$		\$ 251 \$ 3,200		\$ 268.00 \$ 4,555.00	\$	200.00 5,000.00	

HDR ENGINEERING INC. P. O. BOX 467 LANDER, WY 82520

LANDER, WY (307) 228-607																			
(307) 228-607	BID SCHEDULE					1			3										
				МО			TRUCTORS, INC.			- ,					- 1		<b>ENGINEERS</b>	ESTIM	ATE
					BELGF	RADE	<i>'</i>	LANDI	ER, V				GH 	LOW	AVERAGE				
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR BID		UNIT PRICE		TOTAL PRICE	UNIT PRICE		TOTAL PRICE		UI	NI I ICE	UNIT PRICE	UNIT PRICE		UNIT PRICE		TOTAL PRICE
INO.	HEM DESCRIPTION	UNIT	FOR BID		(\$)		(\$)	(\$)		(\$)		PR	ICE	PRICE	PRICE	· '	(\$)		(\$)
2.24	12" Restrained Plug	EA	1 1	\$	1,600.00	\$	1,600.00		\$	1,820.00		\$	,820.00	\$ 1,600.00	\$ 1,710.00	\$	1,000.00	\$	1,000.00
2.25	16" x 6" Tee	EA	1	\$	3,500.00	\$	3,500.00	\$ 5,600.00	\$	5,600.00			,600.00	\$ 3,500.00	\$ 4,550.00	\$	5,000.00	\$	5,000.00
2.26	6" C900 - DR18 PVC Waterline	LF	15	\$	200.00	\$	3,000.00	\$ 161.00	\$	2,415.00		\$	200.00	\$ 161.00	\$ 180.50	\$	80.00	\$	1,200.00
2.27	6" Gate Valve	EA	1	\$	3,000.00	\$	3,000.00	\$ 4,090.00	\$	4,090.00			,090.00	\$ 3,000.00	\$ 3,545.00	\$	3,000.00	\$	3,000.00
2.28	Flushing Hydrant	EA	1	\$	10,000.00	\$	10,000.00	\$ 8,830.00	\$	8,830.00			,000.00	\$ 8,830.00	\$ 9,415.00	\$	2,000.00	\$	2,000.00
2.29	Flushing Hydrant Extension  Remove Sacrificial Valve and Thrust Restraint Block	EA LS	1 1	\$	2,200.00 2,300.00	\$	2,200.00 2,300.00	\$ 501.00 \$ 2,250.00	\$	501.00 2,250.00			,200.00	\$ 501.00 \$ 2,250.00	\$ 1,350.50 \$ 2,275.00	\$	5,000.00	\$	500.00 5,000.00
2.31	Remove Existing Bollard Structure	LS	1	\$	12,000.00	\$	12,000.00	\$ 1,890.00	\$	1,890.00			,000.00	\$ 1,890.00	\$ 6,945.00	\$	500.00	\$	500.00
2.32	Pipe Bollards	EA	4	\$	1,600.00	\$	6,400.00	\$ 1,050.00	\$	4,200.00			,600.00	\$ 1,050.00	\$ 1,325.00	\$	600.00	\$	2,400.00
2.33	16" x 45 Degree Bend	EA	1	\$	3,100.00	\$	3,100.00	\$ 4,630.00	\$	4,630.00			,630.00	\$ 3,100.00	\$ 3,865.00	\$	2,000.00	\$	2,000.00
2.34	Remove Existing Valve	EA	3	\$	500.00	\$	1,500.00	\$ 629.00	\$	1,887.00		\$	629.00	\$ 500.00	\$ 564.50	\$	1,000.00	\$	3,000.00
2.35	Remove 16" x 12" Reducer	EA	1	\$	510.00	\$	510.00	\$ 1,760.00	\$	1,760.00		\$ .	,760.00	\$ 510.00	\$ 1,135.00	\$	2,000.00	\$	2,000.00
2.36	12" Gate Valve	EA	1	\$	5,700.00	\$	5,700.00	\$ 8,390.00	\$	8,390.00		\$ 8	,390.00	\$ 5,700.00	\$ 7,045.00	\$	3,000.00	\$	3,000.00
2.37	Connect to Existing at Flexible Expansion Joint	EA	1	\$	1,650.00	\$	1,650.00	\$ 13,300.00	\$	13,300.00		\$ 13	,300.00	\$ 1,650.00	\$ 7,475.00	\$	1,000.00	\$	1,000.00
2.38	Paving	LS	1	\$	50,000.00	\$	50,000.00	\$ 47,300.00	\$	47,300.00			,000.00	\$ 47,300.00	\$ 48,650.00	\$	25,000.00	\$	25,000.00
2.39	Sidewalk	LS	1	\$	3,400.00	\$	3,400.00	\$ 5,300.00	\$	5,300.00		\$ 5	,300.00	\$ 3,400.00	\$ 4,350.00	\$	5,000.00	\$	5,000.00
2.40	Carefully Compacted Backfill Under Proposed Pipe	LF	100	\$	75.00	\$	7,500.00	\$ 12.50	\$	1,250.00		\$	75.00	\$ 12.50	\$ 43.75	\$	25.00	\$	2,500.00
	ELL	S VAULT	SUBTOTAL	_		\$	1,129,200.00		\$	1,130,132.00								\$	963,350.00
											Щ								
	S: RODEO PRV VAULT															_			
3.1	Connect to Existing 12" Waterline	EA	1	\$	8,500.00	\$	8,500.00	\$ 1,890.00	\$	1,890.00		\$ 8	,000.00	\$ 1,890.00	\$ 5,195.00	\$	2,700.00	\$	2,700.00
3.2	Remove Valve Box	EA	1	\$	500.00	\$	500.00	\$ 944.00	\$	944.00		\$	944.00	\$ 500.00	\$ 722.00	\$	300.00	\$	300.00
3.3	16" x 12" Tee (W/16" PExFL Spool Piece)	EA	1	\$	4,900.00	\$	4,900.00	\$ 8,680.00	\$	8,680.00		\$ 8	,680.00	\$ 4,900.00	\$ 6,790.00	\$	3,200.00	\$	3,200.00
3.4	12" C900 - DR18 PVC Waterline 12" Gate Valve	LF EA	85 3	\$	280.00 5,600.00	\$	23,800.00 16,800.00	\$ 195.00 \$ 8,360.00	\$	16,575.00 25,080.00		\$ (	280.00	\$ 195.00 \$ 5,600.00	\$ 237.50 \$ 6,980.00	\$	100.00 3,900.00	\$	8,500.00 11,700.00
3.6	12" Tee	EA	3	\$	2,800.00	\$	2,800.00	\$ 4,630.00	ф	4,630.00			,630.00	\$ 2,800.00	\$ 6,980.00	\$	2,000.00	φ	2,000.00
3.7	12" x 90 Degree Bend	EA	1	\$	1,900.00	\$	1,900.00	\$ 3,120.00	\$	3,120.00			,120.00	\$ 2,800.00	\$ 2,510.00	\$	1,875.00	\$	1,875.00
3.8	12" x 45 Degree Bend	EA	1	\$	1,700.00	\$	1,700.00	\$ 2,940.00	\$	2,940.00			940.00	\$ 1,700.00	\$ 2,320.00	\$	1,500.00	\$	1,500.00
3.9	12" x 22.5 Degree Bend	EA	1	\$	2,100.00	\$		\$ 2,840.00	\$	2,840.00				\$ 2,100.00		\$	1,400.00	\$	1,400.00
3.10	12" pluq	EA	1	\$	1,300.00	\$		\$ 1,970.00	\$	1,970.00			_	\$ 1,300.00	\$ 1,635.00	\$	1,000.00	\$	1,000.00
3.11	PRV Vault Excavation, Foundation Prep, Backfill	LS	1	\$	2,800.00	\$		\$ 6,400.00	\$	6,400.00			_	\$ 2,800.00	\$ 4,600.00	\$	30,000.00	\$	30,000.00
3.12	PRV Vault	LS	1	\$	200,000.00	\$	200,000.00	\$ 162,900.00	\$	162,900.00		\$ 200	,000.00	\$ 162,900.00	\$ 181,450.00	\$	117,000.00	\$	117,000.00
3.13	16" Actuated Valve Vault Excavation, Foundation Prep, Backfill	LS	1	\$	24,000.00	\$	24,000.00	\$ 317.00	\$	317.00		\$ 24	,000.00	\$ 317.00	\$ 12,158.50	\$	20,000.00	\$	20,000.00
3.14	16" Actuated Valve Vault	LS	1	\$	130,000.00	\$	130,000.00	\$ 115,600.00	\$	115,600.00		\$ 130	,000.00	\$ 115,600.00	\$ 122,800.00	\$	307,000.00	\$	307,000.00
3.15	Temporary Service to Airport 8" Service	LS	1	\$	9,000.00	\$	9,000.00	\$ 11,400.00	\$	11,400.00			,400.00	\$ 9,000.00	\$ 10,200.00	\$	6,300.00	\$	6,300.00
3.16	8" Insertion Valve	EA	1	\$	34,000.00	\$	34,000.00	\$ 16,500.00	\$	16,500.00			,000.00	\$ 16,500.00	\$ 25,250.00	\$	2,400.00	\$	2,400.00
3.17	Vaults Electrical, Instrumentation, and Controls	LS	1	\$	56,000.00	\$	56,000.00	\$ 52,600.00	\$	52,600.00			,000.00	\$ 52,600.00	\$ 54,300.00	\$	150,000.00	\$	150,000.00
3.18	Pipe Bollard	EA	4	\$	1,700.00	\$	6,800.00	\$ 1,050.00	\$	4,200.00			,700.00	\$ 1,050.00	\$ 1,375.00	\$	600.00	\$	2,400.00
3.19	Remove and Replace Sidewalk, Curb and Gutter	LS	6	\$	4,300.00	\$	4,300.00	\$ 2,120.00	\$	2,120.00			,300.00	\$ 2,120.00	\$ 3,210.00	\$	1,000.00	\$	1,000.00
3.20	Exploratory Excavations	HR	<u> </u>	\$	1,000.00	\$	6,000.00	\$ 800.00	\$	4,800.00		\$ '	,000.00	\$ 800.00	\$ 900.00	\$	400.00	\$	2,400.00
	RODEO PR	V VAULI	SUBTOTAL	⊢		\$	537,200.00		\$	445,506.00						_		\$	672,675.00
SCHEDULE /	I: HOSPITAL PUMP STATION	<u> </u>				1			1		H		<u> </u>				+	<u> </u>	
4.1	Exploratory Excavations	HR	6	\$	1,300.00	\$	7,800.00	\$ 800.00	\$	4,800.00		\$	,300.00	\$ 800.00	\$ 1,050.00	\$	400.00	\$	2,400.00
4.2	Demolish Existing Pump Station	LS	1 1	\$	22,000.00	\$	22,000.00	\$ 28,700.00	\$	28,700.00					\$ 25,350.00	\$	10,000.00	\$	10,000.00
4.3	Disconnect Electrical Service	LS	1	\$	1,600.00	\$		\$ 685.00	\$	685.00			,600.00			\$	2,500.00	\$	2,500.00
4.4	Abandon Old Lines	LS	1	\$	4,630.00	\$		\$ 11,000.00	\$	11,000.00			,000.00			\$	5,000.00	\$	5,000.00
4.5	Remove Existing Vault	LS	1	\$	5,000.00	\$		\$ 3,660.00	\$	3,660.00			,000.00			\$	7,500.00	\$	7,500.00
4.6	Pump Station Site Grading	LS	1	\$	21,000.00	\$	21,000.00	\$ 17,400.00	\$	17,400.00		\$ 2	,000.00	\$ 17,400.00	\$ 19,200.00	\$	30,000.00	\$	30,000.00
4.7	Pump Station Excavation and Dewatering	LS	1	\$	3,500.00	\$	3,500.00	\$ 24,300.00	\$	24,300.00		\$ 24	,300.00	\$ 3,500.00	\$ 13,900.00	\$	20,000.00	\$	20,000.00
4.8	Pump Station Foundation Surface Preparation	SY	100	\$	42.00	\$	4,200.00	\$ 42.00	\$	4,200.00		\$	42.00	\$ 42.00		\$	15.00	\$	1,500.00
4.9	Pump Station Structural Fill: Envelope A	CY	150	\$	105.00	\$	15,750.00	\$ 91.00	\$	13,650.00		\$	105.00			\$	70.00	\$	10,500.00
4.10	Pump Station Structural Fill: Grading W	CY	70	\$	105.00	\$	7,350.00	\$ 91.00	\$	6,370.00		\$		\$ 91.00	\$ 98.00	\$	80.00	\$	5,600.00
4.11	Pump Station General Backfill	LS	1	\$	7,500.00	\$	7,500.00	\$ 12,500.00	\$	12,500.00			,	\$ 7,500.00	\$ 10,000.00	\$	25,000.00	\$	25,000.00
4.12	Pump Station Building Foundation	LS	1	\$	75,000.00	\$	75,000.00	\$ 53,000.00	\$	53,000.00			,000.00	\$ 53,000.00	\$ 64,000.00	\$	30,000.00	\$	30,000.00
4.13	Concrete Encased Welded Steel Inlet and Outlet Pipe	LS	1	\$	105,000.00	\$	105,000.00	\$ 92,900.00	\$	92,900.00			,	\$ 92,900.00	\$ 98,950.00	\$	20,000.00	\$	20,000.00
4.14	Pump Station Precast Structure	LS	1	\$	251,000.00	\$	251,000.00	\$ 246,000.00	\$	246,000.00			_	\$ 246,000.00	\$ 248,500.00	\$	192,000.00	\$	192,000.00
4.15	Pump Station Process Liquid Analytical Measurement	LS	1	\$	20,000.00	\$	20,000.00	\$ 12,100.00	\$	12,100.00		\$ 20	,000.00	\$ 12,100.00	\$ 16,050.00	\$	10,000.00	Ф	10,000.00

HDR ENGINEERING INC. P. O. BOX 467 LANDER, WY 82520

LANDER, WY (307) 228-607																	
(307) 220-007	BID SCHEDULE					1		- :	3								
				MONTAN	IA CIVIL C	ONST	RUCTORS, INC.	HIGH COUNTRY CO	ONSTR	UCTION, INC.			- 1		<b>ENGINEERS</b>	<b>ESTIN</b>	MATE
					BELGF	RADE,			ER, W		HIGH	LOW	AVERAGE				
ITEM	ITEM DECORIDATION	UNIT	QUANTITY FOR BID	UN PRI			TOTAL PRICE	UNIT PRICE		TOTAL PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE		UNIT PRICE		TOTAL PRICE
NO.	ITEM DESCRIPTION	UNIT	FOR BID	PRI (\$			(\$)	(\$)		(\$)	PRICE	PRICE	PRICE		(\$)		(\$)
4.16	Pump Station Piping	LS	1		1,000.00	\$	51,000.00	\$ 137,800.00	\$	137,800.00	\$ 137,800.00	\$ 51.000.00	\$ 94,400.00	\$	75,000.00	T <sub>\$</sub>	75,000.00
4.17	Pump Station Pressure Booster System Skid and Pressure Tank	LS	1		5,000.00	\$	185,000.00	\$ 197,900.00	\$	197,900.00	 \$ 197,900.00	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$ 191,450.00	\$	182,000.00	\$	182,000.00
4.18	Pump Station Electrical, Instrumentation, and Controls	LS	1		7,000.00	\$	157,000.00	\$ 115,400.00	\$	115,400.00	 \$ 157,000.00		\$ 136,200.00	\$	250,000.00	\$	250,000.00
4.19	Pump Station Mechanical/HVAC	LS	1		2,000.00	\$	22,000.00	\$ 20,100.00	\$	20,100.00	 \$ 22,000.00	\$ 20,100.00	\$ 21,050.00	\$	7,000.00	\$	7,000.00
4.20	Outlet Structure and Drain Line	LS	1		4,000.00	\$	24,000.00	\$ 9,440.00	\$	9,440.00	 \$ 24,000.00	\$ 9,440.00		\$	2,795.00	\$	2,795.00
4.21	12" Min I.D. Trenchless	LF	650	\$	335.00	\$	217,750.00	\$ 359.00	\$	233,350.00	\$ 359.00	\$ 335.00	\$ 347.00	\$	300.00	\$	195,000.00
4.22	12" C900 - DR18 PVC Waterline	LF	220	\$	185.00	\$	40,700.00	\$ 162.00	\$	35,640.00	\$ 185.00	\$ 162.00	\$ 173.50	\$	100.00	\$	22,000.00
4.23	Connect to Existing 12" Waterline	EA	3	\$ :	3,000.00	\$	9,000.00	\$ 4,180.00	\$	12,540.00	\$ 4,180.00	\$ 3,000.00	\$ 3,590.00	\$	2,700.00	\$	8,100.00
4.24	Connect 12" HDPE to 12" PVC	EA	2	\$ 2	2,500.00	\$	5,000.00	\$ 3,780.00	\$	7,560.00	\$ 3,780.00	\$ 2,500.00	\$ 3,140.00	\$	2,000.00	\$	4,000.00
4.25	12" Gate Valve	EA	4		5,300.00	\$	21,200.00	\$ 7,960.00	\$	31,840.00	 \$ 7,960.00	\$ 5,300.00	\$ 6,630.00	\$	3,900.00	\$	15,600.00
4.26	12" x 90 Degree Bend	EA	1		5,500.00	\$	5,500.00	\$ 3,160.00	\$	3,160.00	 7 -,,,,,,,,	\$ 3,160.00		\$	1,875.00	\$	1,875.00
4.27	12" x 6" Tee	EA	1		4,500.00	\$	4,500.00	\$ 4,220.00	\$	4,220.00	 \$ 4,500.00	\$ 4,220.00	\$ 4,360.00	\$	1,900.00	\$	1,900.00
4.28	12" Tee	EA	1		5,000.00	\$	5,000.00	\$ 4,710.00	\$	4,710.00	 \$ 5,000.00	\$ 4,710.00	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$	2,000.00	\$	2,000.00
4.29	12" Plug	EA	3		1,000.00	\$	3,000.00	\$ 2,010.00	\$	6,030.00	 \$ 2,010.00	\$ 1,000.00 \$ 950.00	\$ 1,505.00	\$	1,000.00	\$	3,000.00
4.30 4.31	8" Plug 6" Gate Valve	EA EA	1	\$	950.00 2,750.00	\$	950.00 2,750.00	\$ 1,570.00 \$ 4,170.00	\$	1,570.00 4,170.00	 \$ 1,570.00 \$ 4,170.00	\$ 950.00 \$ 2,750.00	\$ 1,260.00 \$ 3,460.00	\$	600.00 2,400.00	φ	600.00 2,400.00
4.31	6" Flushing Hydrant w/10LF of 6" Waterline	EA	1		1,000.00	\$	11,000.00	\$ 4,170.00	\$	10,600.00	 \$ 4,170.00 \$ 11,000.00	\$ 2,750.00	\$ 10,800.00	\$	9,200.00	φ	9,200.00
4.33	Crushed Base (Approach)	LS	1		7,300.00	\$	7,300.00	\$ 3,960.00	\$	3,960.00	 \$ 7,300.00	\$ 3,960.00	\$ 5,630.00	\$	4,200.00	\$	4,200.00
4.34	Remove & Salvage Valve (To Owner)	EA	1	\$	900.00	\$	900.00	\$ 842.00	\$	842.00	 \$ 900.00	\$ 842.00	\$ 871.00	\$	550.00	\$	550.00
4.35	Remove & Salvage Valve Box (To Owner)	EA	6	\$	900.00	\$	5,400.00	\$ 1,250.00	\$	7,500.00	 \$ 1,250.00	\$ 900.00	\$ 1,075.00	\$	400.00	\$	2,400.00
4.36	Slurry Trench and Waterline Plug	LS	1		3,000.00	\$	3,000.00	\$ 11,800.00	\$	11,800.00	 \$ 11,800.00	\$ 3,000.00	\$ 7,400.00	\$	8,000.00	\$	8,000.00
4.37	Remove and Replace Asphalt	SF	200	\$	75.00	\$	15,000.00	\$ 54.00	\$	10,800.00	 \$ 75.00	\$ 54.00	\$ 64.50	\$	15.00	\$	3,000.00
4.38	6' Chainlink Fence	LF	140	\$	66.00	\$	9,240.00	\$ 53.00	\$	7,420.00	\$ 66.00	\$ 53.00	\$ 59.50	\$	50.00	\$	7,000.00
4.39	Topsoil and Sod	SY	300	\$	75.00	\$	22,500.00	\$ 62.50	\$	18,750.00	\$ 75.00	\$ 62.50	\$ 68.75	\$	16.00	\$	4,800.00
4.40	Pump Station Sidewalk	LS	1	\$ 17	7,000.00	\$	17,000.00	\$ 2,120.00	\$	2,120.00	\$ 17,000.00	\$ 2,120.00	\$ 9,560.00	\$	5,000.00	\$	5,000.00
	HOSPITAL PUI	MP STATION	N SUBTOTAL			\$	1,397,020.00		\$	1,430,487.00						\$	1,189,420.00
																<u> </u>	
SCHEDULE 5	: MAGER TRANSMISSION MAIN AND PRV VAULT																
5.1	Exploratory Excavations	HR	10		1,400.00	\$	14,000.00	\$ 800.00	\$	8,000.00	 \$ 1,400.00	\$ 800.00	\$ 1,100.00	\$	400.00	\$	4,000.00
5.2	Connect to Existing 12" Cross	EA	1		2,300.00	\$	2,300.00	\$ 4,180.00	\$	4,180.00	 \$ 4,180.00	\$ 2,300.00	Ç 0,2 10.00	\$	2,700.00	\$	2,700.00
5.3	Plug/Abandon Old Lines	LS	1		4,000.00	\$	4,000.00	\$ 10,900.00	\$	10,900.00	 \$ 10,900.00	\$ 4,000.00	\$ 7,450.00	\$	1,600.00	\$	1,600.00
5.4	20" x 16" Tee - Hot Tap	EA	1		9,000.00	\$	9,000.00	\$ 22,300.00	\$	22,300.00	 \$ 22,300.00	φ 0,000.00	\$ 15,650.00	\$	20,000.00	\$	20,000.00
5.5 5.6	20" I.D. Casing w/ 16" C900 - DR 18 RJ or FPVC Waterline 16" C900 - DR 18 PVC Waterline	LF LF	100 464	\$	1,500.00 268.00	\$	150,000.00 124,352.00	\$ 1,350.00 \$ 180.00	\$	135,000.00	 \$ 1,500.00 \$ 268.00	\$ 1,350.00 \$ 180.00	\$ 1,425.00 \$ 224.00	\$	500.00	\$	50,000.00 69,600.00
5.7	16" Butterfly Valve (FL x MJ)	EA	1	¥	3,000.00	\$	23,000.00	\$ 180.00 \$ 9,830.00	φ φ	9,830.00	 \$ 23,000.00	\$ 9,830.00	\$ 224.00	\$	150.00 5,200.00	φ	5,200.00
5.8	16" x 45 Degree Bend	EA	6		2,800.00	\$	16,800.00	\$ 5,600.00	\$	33,600.00	 \$ 25,000.00	\$ 2,800.00	\$ 4,200.00	¢	2,000.00	\$	12,000.00
5.9	16" x 90 Degree Bend	EA	1		3,200.00	\$	3,200.00	\$ 3,970.00	\$	3,970.00	 \$ 3,970.00	\$ 3,200.00	\$ 3,585.00	Ś	2,500.00	\$	2,500.00
5.10	16" Tee	EA	1		4,200.00	\$	4,200.00	\$ 6,220.00	\$	6,220.00	 \$ 6,220.00	\$ 4,200.00	\$ 5,210.00	Ś	2,666.67	\$	2,666.67
5.11	16" x 12" Reducer	EA	2		2,000.00	\$	4,000.00	\$ 3,560.00	\$	7,120.00	 \$ 3,560.00	\$ 2,000.00	\$ 2,780.00	\$	2,000.00	\$	4,000.00
5.12	12" C900 - DR18 PVC Waterline	LF	300	\$	204.00	\$	61,200.00	\$ 138.00	\$	41,400.00	\$ 204.00	\$ 138.00	\$ 171.00	\$	100.00	\$	30,000.00
5.13	12" Gate Valve	EA	2		5,600.00	\$	11,200.00	\$ 8,480.00	\$	16,960.00	,	\$ 5,600.00		\$	3,900.00	\$	7,800.00
5.14	12" Plug	EA	1		1,100.00	\$	1,100.00	\$ 2,010.00	\$	2,010.00	 \$ 2,010.00			\$	1,000.00	\$	1,000.00
5.15	Rem & Repl. 18" CMP Culvert	LF	130	\$	135.00	\$	17,550.00	\$ 100.00	\$	13,000.00		\$ 100.00		\$	60.00	\$	7,800.00
5.16	Remove & Salvage Valve/Valve Box (To Owner)	EA	1	\$	500.00	\$	500.00	\$ 2,680.00	\$	2,680.00	 T =,000.00	\$ 500.00		\$	950.00	\$	950.00
5.17	PRV Vault Excavation, Dewatering, Foundation Prep, Backfill	LS	1		8,000.00	\$	28,000.00	\$ 18,200.00	\$	18,200.00	\$ 28,000.00			\$	20,000.00	\$	20,000.00
5.18	PRV Vault	LS	1		5,000.00	\$	205,000.00	\$ 147,000.00	\$	147,000.00	 	\$ 147,000.00		\$	117,000.00	\$	117,000.00
5.19	Vault Electrical, Instrumentation, and Controls	LS	1		0,000.00	\$	60,000.00	\$ 53,400.00	\$	53,400.00	+,	\$ 53,400.00		\$	100,000.00	\$	100,000.00
5.20 5.21	Pipe Bollard Air Vac	EA EA	1		1,000.00 1,000.00	\$	2,000.00 31,000.00	\$ 1,100.00 \$ 9,020.00	\$	2,200.00 9,020.00	\$ 1,100.00 \$ 31,000.00	\$ 1,000.00 \$ 9,020.00	\$ 1,050.00 \$ 20,010.00	\$	600.00	\$	1,200.00 6,000.00
5.21	Remove and Replace Asphalt Paving	SY	95	\$ 3 \$	140.00	φ ¢	13,300.00	\$ 9,020.00	φ	18,715.00	 \$ 31,000.00	\$ 9,020.00 \$ 140.00	\$ 20,010.00	¢	40.00	φ	3,800.00
5.23	Remove and Replace Asphalt Paving  Remove and Replace Grading "W" Base - 6 IN Thick	TONS	30	\$	110.00	\$	3,300.00	\$ 197.00	\$	1,665.00	 \$ 197.00	\$ 55.50	\$ 108.50	\$	45.00	\$	1,350.00
5.24	Temporary 12" Vault Bypass Routing and Tie-In	LS	1	Ţ	5,000.00	\$	25,000.00	\$ 14,700.00	\$	14,700.00		\$ 14,700.00		Ś	20,000.00	\$	20,000.00
5.2	. , , , , , , , , , , , , , , , , , , ,		T SUBTOTAL	<b> </b>	-,000.00	\$	814,002.00	74,700.00	\$	665,590.00	- 20,000.00	,700.00	5,555.55	Ť	20,000.00	\$	491,166.67
	MAGEN	. ILT TAUL	. 305.01AL			Ψ	31-1,002.00	$\vdash$	Ψ	000,000.00	J		-			Ψ	101,100.01
BID ALTERNA	ATES															\$	
Α	Tank Grading Plan 1	LS	1	\$ 3,823		\$	3,823,660.00	\$ 4,228,720.00	\$	4,228,720.00		\$ 3,823,660.00			4,014,800.00		4,014,800.00
В	Tank Granding Plan 2	LS	1	\$ 3,874	4,380.00	\$	3,874,380.00	\$ 4,242,145.00	\$	4,242,145.00	\$ 4,242,145.00	\$ 3,874,380.00	\$ 4,058,262.50	\$	4,382,172.50	\$	4,382,172.50

HDR ENGINEERING INC. P. O. BOX 467 LANDER, WY 82520

(307) 228-60																		_			
	BID SCHEDULE					1				3											
				MOI			RUCTORS, INC.	Н	IGH COUNTRY CO		,								ENGINEERS	ESTIN	/ATE
					BELG	RADE,			LAND	ER, V				HIGH	LOW		AVERAGE				
ITEM			QUANTITY		UNIT		TOTAL		UNIT		TOTAL			UNIT	UNIT		UNIT		UNIT		TOTAL
NO.	ITEM DESCRIPTION	UNIT	FOR BID		PRICE		PRICE		PRICE		PRICE			PRICE	PRICE		PRICE		PRICE		PRICE
					(\$)	1 .	(\$)	_	(\$)	1	(\$)								(\$)	1	(\$)
С	Mager Service Lines	LS	1	\$	135,600.00	\$	135,600.00	\$	103,254.00	\$	103,254.00			135,600.00	\$ 103,254	.00	\$ 119,427.00	\$	103,254.00	\$	103,254.00
A TANK CD	ADING PLAN 1			-				⊩					⊩					-		-	
	Topsoil Stripping and Stockpiling - Tank Grading Plan 1	CY	2600	\$	5.00	•	12 000 00	\$	4.80	\$	12.480.00	-	<del>   </del>	5.00	ф <b>4</b>	.80	\$ 4.90	_	4.50	Φ.	11.700.00
A.1		CY		\$		\$	13,000.00	\$		_	,	-				3.00	\$ 4.90 \$ 4.75	\$		\$	,
A.2	Topsoil Placement - Tank Grading Plan 1		2600		3.00	\$	7,800.00	<u>~</u>	6.50	\$	16,900.00				•		•	\$	7.25	\$	18,850.00
A.3	Clearing and Grubbing - Tank Grading Plan 1	LS	1	\$	4,000.00	\$	4,000.00	\$	-,	\$	48,500.00	.		,	\$ 4,000		\$ 26,250.00	\$	19,300.00	\$	19,300.00
A.4	General Excavation - Tank Grading Plan 1	LS	1	\$	175,000.00	\$	175,000.00	\$	,	\$	266,000.00	.		266,000.00	,		\$ 220,500.00	\$	75,000.00	\$	75,000.00
A.5	Rock Excavation - Tank Grading Plan 1	CY	4200	\$	40.00	\$	168,000.00	\$	23.50	\$	98,700.00		9	40.00		3.50	\$ 31.75	\$	63.00	\$	264,600.00
A.6	General Backfill - Tank Grading Plan 1	LS	1	\$	150,000.00	\$	150,000.00	\$		\$	263,000.00		9	,	\$ 150,000		\$ 206,500.00	\$	98,400.00	\$	98,400.00
A.7	6" Thick Grading W or Washed Rock - Tank Grading Plan 1	CY	1590	\$	54.00	\$	85,860.00	\$	46.00	\$	73,140.00		1	54.00	7	00.3	\$ 50.00	\$	105.00	\$	166,950.00
A.8	4 MG AWWA D110 Type III Prestressed Concrete Water Storage Tank - Tank (	LS	1	\$	3,220,000.00	\$	3,220,000.00	\$	3,450,000.00	\$	3,450,000.00	.	9	3,450,000.00	\$ 3,220,000	0.00	\$ 3,335,000.00	\$	3,360,000.00	\$	3,360,000.00
	ADING PLAN 2			_														_			
B.1	Topsoil Stripping and Stockpiling - Tank Grading Plan 2	CY	2150	\$	5.00	\$	10,750.00	\$		\$	10,320.00		1		•	.80	\$ 4.90	\$	4.50	\$	9,675.00
B.2	Topsoil Placement - Tank Grading Plan 2	CY	2150	\$	3.00	\$	6,450.00	\$	6.50	\$	13,975.00				<del>,</del> -	3.00	\$ 4.75	\$	7.25	\$	15,587.50
B.3	Clearing and Grubbing - Tank Grading Plan 2	LS	1	\$	4,000.00	\$	4,000.00	\$	-,	\$	48,500.00		9	48,500.00	\$ 4,000		\$ 26,250.00	\$	19,300.00	\$	19,300.00
B.4	General Excavation - Tank Grading Plan 2	LS	1	\$	75,000.00	\$	75,000.00	\$	383,300.00	\$	383,300.00		9	383,300.00	\$ 75,000	.00	\$ 229,150.00	\$	191,000.00	\$	191,000.00
B.5	Rock Excavation - Tank Grading Plan 2	CY	1020	\$	35.00	\$	35,700.00	\$	33.00	\$	33,660.00		9	35.00	\$ 33	3.00	\$ 34.00	\$	63.00	\$	64,260.00
B.6	General Backfill - Tank Grading Plan 2	LS	1	\$	100,000.00	\$	100,000.00	\$	91,800.00	\$	91,800.00		9	100,000.00	\$ 91,800	0.00	\$ 95,900.00	\$	120,000.00	\$	120,000.00
B.7	6" Thick Grading W or Washed Rock - Tank Grading Plan 2	CY	1070	\$	54.00	\$	57,780.00	\$	37.00	\$	39,590.00		9	54.00	\$ 37	.00	\$ 45.50	\$	105.00	\$	112,350.00
B.8	4 MG AWWA D110 Type III Prestressed Concrete Water Storage Tank - Tank (	LS	1	\$	3,584,700.00	\$	3,584,700.00	\$	3,621,000.00	\$	3,621,000.00		9	3,621,000.00	\$ 3,584,700	0.00	\$ 3,602,850.00	\$	3,850,000.00	\$	3,850,000.00
C MAGER SI	ERVICE LINES																				
C.1	Connect to Existing Water Service at Curb Stop and Remove Curb Stop	EA	2	\$	3,000.00	\$	6,000.00	\$	1,630.00	\$	3,260.00		9	3,000.00	\$ 1,630	0.00	\$ 2,315.00	\$	1,340.00	\$	2,680.00
C.2	2" Compression 90 Deg Bend	EA	1	\$	900.00	\$	900.00	\$	502.00	\$	502.00		9	900.00	\$ 502	2.00	\$ 701.00	\$	550.00	\$	550.00
C.3	2" Compression 45 Deg Bend	EA	1	\$	800.00	\$	800.00	\$	437.00	\$	437.00		9	800.00	\$ 437	.00	\$ 618.50	\$	505.00	\$	505.00
C.4	2" PE Service Line	LF	30	\$	150.00	\$	4,500.00	\$		\$	2,325.00		9		•	.50	\$ 113.75	\$	72.00	\$	2,160.00
C.5	Plug/Abandon Old Lines	EA	4	\$	600.00	\$	2,400.00	\$		\$	8,040.00				\$ 600		\$ 1,305.00	\$	775.00	\$	3,100.00
C.6	20" Service Saddle for 2" Service w/ Corp Stop	EA	3	\$	3,000.00	\$	9,000.00	\$		\$	8,220.00				\$ 2.740	_	\$ 2,870.00	\$	2,400.00	\$	7,200.00
C.7	2" Curb Valve and Curb Service Box	EA	3	\$	2,000.00	Φ	6,000.00	\$	,	\$	11,670.00	-			\$ 2,000		\$ 2,945.00	\$	1,530.00	Φ	4,590.00
C.8	Meter Pit Assembly	EA	3	\$	8,500.00	φ	25,500.00	\$		\$	12,270.00	-		,	\$ 4,090		\$ 6,295.00	\$	7,850.00	φ	23,550.00
C.9	Continuous Collar Around Curb Service Boxes and Meter Pits	EA	1	\$	4,000.00	φ	4,000.00	\$	,	\$	1,000.00	-			\$ 1,000	_	\$ 2,500.00	\$	2,370.00	Φ	2,370.00
C.10	Exploratory Excavations	HR	3	\$	1,300.00	φ	3.900.00	\$	,	\$	2.400.00	-	9	,		0.00	\$ 2,500.00	\$	860.00	Φ	2,580.00
C.11	Trenchless 2" PE Service Line	LF	660	\$	110.00	\$	72,600.00	\$		\$	53,130.00			,		.50	\$ 95.25	\$	97.00	\$	64,020.00
0.11	Tronomico E i E corvice Eme		000	Ψ	110.00	Ψ	72,000.00	Ψ	00.00	Ψ	00,100.00		<u> </u>	110.00	ψ 00		ψ 00.20	Ψ	07.00	Ψ	01,020.00
			, ,																	1 -	
	SCHEDULE 0: GENERAL CONDITIONS SUBTOTAL			-		\$	835,000.00			\$	679,200.00		Щ							\$	855,000.00
	SCHEDULE 1: 4 MG CONCRETE ELLIS TANK SUBTOTAL			+		\$	993,565.00	+		\$	904,740.50		$\vdash$					+		\$	897,895.00
	SCHEDULE 2: ELLIS VAULT SUBTOTAL SCHEDULE 3: RODEO PRV VAULT SUBTOTAL			-		\$	1,129,200.00 537.200.00	+		\$	1,130,132.00 445,506.00					-		+		\$	963,350.00 672.675.00
	SCHEDULE 4: HOSPITAL PUMP STATION SUBTOTAL			+		\$	1.397.020.00	-		\$	1,430,487.00		$\vdash$			-		+	+	\$	1.189.420.00
	SCHEDULE 5: MAGER TRANSMISSION MAIN AND PRV VAULT SUBTOTAL			+		\$	814.002.00	+		\$	665,590.00		+			-+		+	+	\$	491.166.67
	LESSER OF BID ALTERNATES "A" AND "B"			+		\$	3.823.660.00	+		\$	4,228,720.00					-		+	+		4.014.800.00
	ELEGALICATION DID RETERIORIES A AIND D		<u>ı                                      </u>			ĮΨ	0,020,000.00		ı	ĮΨ	1,220,120.00			ı			I	5% C	ONTINGENCY	\$	454,215.33
	TOTAL BID PRICE					\$	9,529,647.00			\$	9,484,375.50									\$	9,538,522.00

## BID FORM FOR CONSTRUCTION CONTRACTS

Lander High Pressure Water System Upgrades - Phase III Projects

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## BID FORM - ADDEDNUM+ Z

PROJECT IDENTIFICATION:

Lander High Pressure Water System Upgrades - Phase III

**Projects** 

**CONTRACT IDENTIFICATION:** 

PROJECT No. 10193520

1.01 This Bid is submitted to:

City of Lander C/O Mayor 240 Lincoln Street Lander, WY 82520

1.02 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 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 Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 2.02 BIDDER will sign and deliver the required number of counterparts of the AGREEMENT with the Bonds and other documents required by the Bidding Requirements within 30 days after the date of OWNER's Notice of Award.

#### **ARTICLE 3 - BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
  - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
1	4/21
2	4/24

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. If there are no reports or drawings of the type referred to in this representation, either modify or delete the paragraph.

- E. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- F. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- G. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in 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 confirms that 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 and furnishing of the Work.
- K. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 - BIDDER'S CERTIFICATION**

#### 4.01 Bidder certifies that:

- A. 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 collusive 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;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

- 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
- 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
- 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

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## ARTICLE 5 - BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents for the following 5.01

	SCHEDULE 0: GENERAL CONDITIONS													
ITEM NO.	DESCRIPTION	UNIT	QTY FOR BID		UNIT PRICE (\$)	TOTAL PRICE (\$)								
0.1	Mobilization	LS	1		485,000.00	485,000.00								
0.2	Contract Bonds	LS	1		46, 400,00	46, \$00.00								
0.3	Construction Stormwater Management	LS	1		39,300 00	39,30000								
0.4	Traffic Control	LS	1		30,200	30,240 00 78,300 00								
0.5	Independent Materials Testing	LS	1		78,300 60	78,30000								
		GEN	ERAL CO		DITIONS SUBTOTAL	679, 200.00								

	SCHEDULE 1: 4 MG CONCRETE ELLIS TANK												
ITEM NO.	DESCRIPTION	UN IT	QTY FOR BID	UNIT PRICE (\$)	TOTAL PRICE (\$)								
1.1	Demolition	LS	1	321,800.0	321,800.00								
1.2	Remove Existing and Install New Stock Waterer	LS	1	5930 00	5,930 00								
1.3	Foundation Surface Preperation	SY	1,625	2300	37,375								
1.4	Structural Fill: Envelope A	CY	550	50 50	27,775								
1.5	Structural Fill: Grading W	CY	270	9700	26,19000								
1.6	16" Outlet Pipe and Fittings	LS	1	9510000	95,100								
1.7	16" Inlet Pipe and Fittings	LS	1	92,500	92,500								
1.8	4" HDPE Perimeter Drain Line	LF	110	4000	4.40000								
1.9	10" PVC Drain line and Fittings	LF	110	453 60	49,830								
1.10	10" Gate Valve	EA	1	7,0000	7,01000								
1.11	Tank Drain Dissipation Structure	LS	1	52,80000	57, 80000								
1.12	Class 1 Grouted RipRap	CY	4	1,010	4,04000								
1.13	Class 2 RipRap	CY	20	19200	3,24000								
1.14	Security Fence	LF	960	6350	60,96000								
1.15	16 ft Wide Motorized Double Swing Gate	EA	1	2,45000	2.65000								
1.16	4 ft Wide Single Gate	EA	1	1,150 0	1,15000								
1.17	1" PE Water service line (Tank Site to Ellis Pasture)	LF	190	5450	10,356								
1.18	1" Backflow Preventer and Stop/Waste Valve	EA	1	91800	91800								
1.19	Stock Waterer Buried Electical Conduit (Tank Site to Ellis Pasture)	LF	190	28 06	5,320 00								
1.20	20 ft Wide Steel Double Swing Gate (Ellis Pasture)	EA	3	1,59000	9,77000								
1.21	Woven wire, 3 strand barbwire fence (Ellis Pasture)	LF	1105	18 50	20,442								
1.22	Extend 24" CMP Culvert (Ellis Pasture)	LF	15	19900	2,98500								
1.23	Site Reclamation	LS	1	36,400	36,40000								
1.24	Submersible Potable Tank Mixer Package	LS	1	30,2000	20,442 50 2,985 000 36,400 000 30,200 000								
	4	MG C	ONCRETE ELL	IS TANK SUBTOTAL	904, 740.50								

SCHEDULE 2: ELLIS VAULT											
ITEM	DESCRIPTION	UNIT	QTY FOR		UNIT PRICE	TOTAL PRICE					
NO.			BID		(\$)	3,140 (\$)					
2.1	36" RCP Potholing	EA	2		1,57000	3/140					
2.2	12" Sacrificial Insertion Valve and Thrust Restraint Block	LS	1		37,500.00	37,500					
2.3	Demolition	LS	1		57,900.00	57.90000					
2.4	Plug/Abandon Old Lines	LS	1		11,90000	11,90000					
2.5	Precast Structure	LS	1	K	236,900 76	5,400.00 265,404	,				
2.6	Structure Process Piping	LS	1		236,900.00	236,90000					
2.7	Structure Process Liquid Analytical Measurement	LS	1		15,800.00	15,800					
2.8	Structure Mechanical/HVAC	LS	1		17,600.00	17,600					
2.9	Structure Deck and Rails	LS	1		43,700.00	43,700					
2.10	Structure Metal Stairs & Access Ladder	LS	1		49,100.00	49,100					
2.11	Structure Ceiling Mounted Electric Monorail Crane System	LS	1		92,200.00	92,200					
2.12	Structure Electrical, Instrumentation, and Controls	LS	1		71,400.00	71,400					
2.13	Electrical Service Modifications	LS	1		3,170,00	3,170					
2.14	24" MJ x MJ Adapter	EA	1		8,060.00	8,060					
2.15	24" x 16" MJ Reducer	EA	1		7.220.00	7,220					
2.16	24" x 16" Reducer Thrust Block	LS	1		1,540,00	1,340					
2.17	16" MJ x MJ Adapter	EA	1		4,720.00	9,720					
2.18	16" MJ Butterfly Valve	EA	2		10,900,00	10,900					
2.19	16" Restrained Joint C905 - DR 18 PVC Waterline	LF	117		241 00	28,197					
2.20	16" Restrained Joint C905 - DR 18 PVC Waterline in Existing 36" RCP casing	LF	82		251.80	20,582					
2.21	16" x 12" Tee	EA	1		5,910.00	5,910					
2.22	12" C900 - DR 18 PVC Waterline	LF	5		512.00	2,560					
2.23	12" Gate Valve	EA	1		8,360.00	8,360					
2.24	12" Restrained Plug	EA	1		1,820.00	1,820					
2.25	16" x 6" Tee	EA	1		5,000.00	5,000					
2.26	6" C900 - DR18 PVC Waterline	LF	15		161.00	2,415					
2.27	6" Gate Valve	EA	1		4,090.00	4,090					
2.28	Flushing Hydrant	EA	1		8,830,0	8,830					
2.29	Flushing Hydrant Extension	EA	1		501.00	501					
2.30	Remove Sacrificial Valve and Thrust Restraint Block	LS	1		7,250.00	2,250					
2.31	Remove Existing Bollard Structure	LS	1		1,890.00	1,890					
2.32	Pipe Bollards	EA	4		1,050.00	4,200					
2.33	16" x 45 Degree Bend	EA	1		4,630.00	4,630					
2.34	Remove Existing Valve	EA	3		629.00	1,287					
2.35	Remove 16" x 12" Reducer	EA	1		1760.00	1,760					
2.36	12" Gate Valve	EA	1		8,390.00	8,390					
2.37	Connect to Existing at Flexible Expansion Joint	EA	1		13,300.00	13,300					
2.38	Paving	LS	1		47,300.0	47,300					
2.39	Sidewalk	LS	1		5.3000	5,300					
2.40	Carefully Compacted Backfill Under Proposed Pipe	LF	100		1250	1,260					
	,	1	ELLIS	VAI	JLT SUBTOTAL	1,130,132.00					

	SCHEDULE 3: RODEO PRV VAULT												
ITEM NO.	DESCRIPTION	UNIT	QTY FOR BID		UNIT PRICE (\$)	TOTAL PRICE (\$)							
3.1	Connect to Existing 12" Waterline	EA	1		1,290,00	1,890							
3.2	Remove Valve Box	EA	1		944 .00	944							
3.3	16" x 12" Tee (W/16" PExFL Spool Piece)	EA	1		8,680.00	8,680							
3.4	12" C900 - DR18 PVC Waterline	LF	85		195.00	16,575							
3.5	12" Gate Valve	EA	3		2,360.00	25,080							
3.6	12" Tee	EA	1		4,630,00	4,630							
3.7	12" x 90 Degree Bend	EA	1		3.120.00	3,120							
3.8	12" x 45 Degree Bend	EA	1		2,990.00	2,940							
3.9	12" x 22.5 Degree Bend	EA	1		2840,00	2,840							
3.10	12" plug	EA	1		1,970.00	1,970							
3.11	PRV Vault Excavation, Foundation Prep, Backfill	LS	1		6,400,0	6,400							
3.12	PRV Vault	LS	1		162,900.00	162,900.00							
3.13	16" Actuated Valve Vault Excavation, Foundation Prep, Backfill	LS	1		317.00	317							
3.14	16" Actuated Valve Vault	LS	1		115,600.00	113,600							
3.15	Temporary Service to Airport 8" Service	LS	1		11,400,00	11,400							
3.16	8" Insertion Valve	EA	1		16,500.00	14,500							
3.17	Vaults Electrical, Instrumentation, and Controls	LS	1		57,600.00	52,600							
3.18	Pipe Bollard	EA	4		11050,00	4,200							
3.19	Remove and Replace Sidewalk, Curb and Gutter	LS	1		2,120,00	2,120							
3.20	Exploratory Excavations	HR	6		800 , 20	4,800							
		R	ODEO P	RV	VAULT SUBTOTAL	447, 906,00							

SCHEDULE 4: HOSPITAL PUMP STATION						
ITEM NO.	DESCRIPTION	UNIT	QTY FOR BID		UNIT PRICE (\$)	TOTAL PRICE (\$)
4.1	Exploratory Excavations	HR	6		800 . 28	4800
4.2	Demolish Existing Pump Station	LS	1		28,700.00	28,700
4.3	Disconnect Electrical Service	LS	1		685.00	685
4.4	Abandon Old Lines	LS	1		11,000.00	11,000
4.5	Remove Existing Vault	LS	1		3660.00	3660
4.6	Pump Station Site Grading	LS	1	_	17,400.00	17,900
4.7	Pump Station Excavation and Dewatering	LS	1		24,300.00	24,300
4.8	Pump Station Foundation Surface Preparation	SY	100	_	42.00	4,200
4.9	Pump Station Structural Fill: Envelope A	CY	150	-	91.00	13,650
4.10	Pump Station Structural Fill: Grading W	CY LS	70	-	91.00	6,370
4.11 4.12	Pump Station General Backfill Pump Station Building Foundation	LS	1 1	-	53,000.00	53,000
4.12	Concrete Encased Welded Steel Inlet and Outlet Pipe	LS	1	-	92,400,00	92,900
4.14	Pump Station Precast Structure	LS	1			746,000.00
4.15	Pump Station Process Liquid Analytical Measurement	LS	1		12,100.80	12,100
4.16	Pump Station Piping	LS	1		137,800.00	137,800
4.17	Pump Station Pressure Booster System Skid and Pressure Tank	LS	1		197,900,00	
4.18	Pump Station Electrical, Instrumentation, and Controls	LS	1		115,400.00	
4.19	Pump Station Mechanical/HVAC	LS	1		20,100.00	
4.20	Outlet Structure and Drain Line	LS	1		9,940.00	9,940
4.21	12" Min I.D. Trenchless	LF	650		359.00	233,350
4.22	12" C900 - DR18 PVC Waterline	LF	220		162.00	35,690
4.23	Connect to Existing 12" Waterline	EA	3		4,120,00	12,540
4.24	Connect 12" HDPE to 12" PVC	EA	2		3,780.00	7,660
4.25	12" Gate Valve	EA	4		7,960,00	31,840
4.26	12" x 90 Degree Bend	EA	1		3,160.00	3,160
4.27	12" x 6" Tee	EA	1		4,220.00	4,220
4.28	12" Tee	EA	1		4,710.00	4,710
4.29	12" Plug	EA	3		2,010,00	
4.30	8" Plug	EA	1		1,570.00	1,570
4.31	6" Gate Valve	EA	1		4,170,00	4,170
4.32	6" Flushing Hydrant w/10LF of 6" Waterline	EA	1		10,600,00	10,600
4.33	Crushed Base (Approach)	LS	1		3,960,00	
4.34	Remove & Salvage Valve (To Owner)	EA	1		842.00	892
4.35	Remove & Salvage Valve Box (To Owner)	EA	6		1,250,00	7,500
4.36	Slurry Trench and Waterline Plug	LS	1		11,800,00	
4.37	Remove and Replace Asphalt	SF	200		54,00	10,800
4.38	6' Chainlink Fence	LF	140		63.00	7,420
4.39	Topsoil and Sod	SY	300		6250	18,750
4.40	Pump Station Sidewalk	LS	1		2,120,00	2,120
HOSPITAL PUMP STATION SUBTOTAL 1, 4 30, 487.						

	SCHEDULE 5: MAGER TRAI	NSMISSI	ON MAIN	AND PRV VAULT	
ITEM NO.	DESCRIPTION	UNIT	QTY FOR BID	UNIT PRICE (\$)	TOTAL PRICE (\$)
5.1	Exploratory Excavations	HR	10	800,00	8,000
5.2	Connect to Existing 12" Cross	EA	1	4,180,00	4,920
5.3	Plug/Abandon Old Lines	LS	1	10,900,00	10,900
5.4	20" x 16" Tee - Hot Tap	EA	1	22,300,00	22,300
5.5	24" I.D. Casing w/ 16" C900 - DR 18 RJ or FPVC Waterline	LF	100	1,350,00	136,000
5.6	16" C900 - DR 18 PVC Waterline	LF	464	180,00	83,520
5.7	16" Butterfly Valve (FL x MJ)	EA	1	119,380	9,830
5.8	16" x 45 Degree Bend	EA	6	5,600.00	33,600
5.9	16" x 90 Degree Bend	EA	1	3.970.00	
5.10	16" Tee	EA	1	6,220.00	6,220
5.11	16" x 12" Reducer	EA	2	3,560,00	7,120
5.12	12" C900 - DR18 PVC Waterline	LF	300	138 . 20	41400
5.13	12" Gate Valve	EA	2	8,480,00	
5.14	12" Plug	EA	1	2010.00	2,010
5.15	Rem & Repl. 18" CMP Culvert	LF	130	100.00	13,000
5.16	Remove & Salvage Valve/Valve Box (To Owner)	EA	1	2,680.00	
5.17	PRV Vault Excavation, Dewatering, Foundation Prep, Backfill	LS	1	18,200,00	18,200
5.18	PRV Vault	LS	1	141,000.00	147,000.00
5.19	Vault Electrical, Instrumentation, and Controls	LS	1	53,400.00	
5.20	Pipe Bollard	EA	2	1,100,00	1,100
5.21	Air Vac	EA	1	9,020,00	
5.22	Remove and Replace Asphalt Paving	SY	95	197.00	18,715
5.23	Remove and Replace Grading "W" Base - 6 IN Thick	TONS	30	55 56,00	
5.24	Temporary 12" Vault Bypass Routing and Tie-In	LS	1	14,700.0	14,700 610,190 00

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SCHEDULE 1: 4 MG TANK SUBTOTAL

SCHEDULE 1: 4 MG TANK SUBTOTAL

SCHEDULE 2: ELLIS VAULT SUBTOTAL

SCHEDULE 3: RODEO PRV VAULT SUBTOTAL

SCHEDULE 4: HOSPITAL PUMP STATION SUBTOTAL

SCHEDULE 5: MAGER PRV VAULT SUBTOTAL

LESSER OF BID ALTERNATES "A" AND "B"

TOTAL BID PRICE

\$ 904, 740, 50

\$ 1,130, 132.00

\$ 447, 906.00

SCHEDULE 5: MAGER PRV VAULT SUBTOTAL

\$ 1,430, 487.00

SCHEDULE 5: MAGER PRV VAULT SUBTOTAL

\$ 1,70, 190,00

TOTAL BID PRICE

\$ 9,491, 375.50

OTAL BID PRICE \$ 9,491, 375.50

OTAL BID PRICE IN WORDS Ains Milion four hundred mining one

Howasand three hundred seventy five y 50/mager

BID ALTERNATES							
ITEM NO.	DESCRIPTION   UNIT   FOR     PRICE   PRICE						
Α	Tank Grading Plan 1*	LS	1		4,228,72000	4,228,72000	
В	Tank Grading Plan 2*	LS	1		4,242,145	Cl 202 105 CE	
D	Mager Service Lines *	LS	1		103,254	103, 254	

<sup>\*</sup>See Bid Alternate Breakdowns

ITEM NO.	DESCRIPTION	UNIT	QTY FOR BID	UNIT PRICE (\$)	TOTAL EST'D PRICE (\$)
	SCHEDULE A: BID ALTERNATE A TA	ANK GRA	DING PLA	N 1 BREAKDOWN	
A.1	Topsoil Stripping and Stockpiling - Tank Grading Plan 1	CY	2,600	4.80	12,480 00
A.2	Topsoil Placement - Tank Grading Plan 1	CY	2,600	6.50	16,2000
A.3	Clearing and Grubbing - Tank Grading Plan 1	LS	1	48,500	48,500
A.4	General Excavation - Tank Grading Plan 1	LS	1	266,000	266,000
A.5	Rock Excavation - Tank Grading Plan 1	CY	4,200	23.50	98,700 00
A.6	General Backfill - Tank Grading Plan 1	LS	1	263,000	263,000
A.7	6" Thick Grading W or Washed Rock	CY	1,590	46.00	73,14000
A.8	4 MG AWWA D110 Type III Prestressed Concrete Water Storage Tank - Tank Grading Plan 1	LS	1	3,450,000	3,450,000 4,228,720 00
	ALTERNATE A TANK GRADING PLAN 1 BREAKDOWN SUBTOTAL				

ITEM NO.	DESCRIPTION	UNIT	QTY FOR BID	UNIT PRICE (\$)	TOTAL EST'D PRICE (\$)	
	SCHEDULE B: BID ALTERNATE B TA	NK GRA	DING PLA	N 2 BREAKDOWN		
B.1	Topsoil Stripping and Stockpiling - Tank Grading Plan 2	CY	2,150	4.80	13,97500	
B.2	Topsoil Placement - Tank Grading Plan 2	CY	2,150	6.50	13,97500	
B.3	Clearing and Grubbing - Tank Grading Plan 2	LS	1	48,50000	42,5000	
B.4	General Excavation - Tank Grading Plan 2	LS	1	383360	383,300	
B.5	Rock Excavation - Tank Grading Plan 2	CY	1,020	33.00	33,660	
B.6	General Backfill - Tank Grading Plan 2	LS	1	91,800	91,8000	
B.7	6" Thick Grading W or Washed Rock	CY	1,070	37.00	39,590	
B.8	4 MG AWWA D110 Type III Prestressed Concrete Water Storage Tank - Tank Grading Plan 2	LS	1	3,621,000	3,621,000	
	ALTERNATE B TANK GRADING PLAN 2 BREAKDOWN SUBTOTAL 4, 242, 145					

			,	_		
ITEM NO.	DESCRIPTION	UNIT	QTY FOR BID		UNIT PRICE (\$)	TOTAL EST'D PRICE (\$)
	SCHEDULE C: BID ALTERNATE C M	AGER SE	RVICE L	INE	S BREAKDOWN	
C.1	Connect to Existing Water Service at Curb Stop and Remove Curb Stop	EA	2		1,630	3,260 00
C.2	2" Compression 90 Deg Bend	EA	1		502 °E	50200
C.3	2" Compression 45 Deg Bend	EA	1		437 =	437 000
C.4	2" PE Service Line	LF	30		7750	2,325 00 2,040 00
C.5	Plug/Abandon Old Lines	LS	4		301000	8,040
C.6	20" Service Saddle for 2" Service w/ Corp Stop	EA	3		2:79000	8,2200
C.7	2" Curb Valve and Curb Service Box	EA	3		3,8900	11,670
C.8	Meter Pit Assembly	EA	3		4,09000	12,220
C.9	Continuous Collar Around Curb Service Boxes and Meter Pits	EA	1		1,00000	1,000
C.10	Exploratory Excavations	HR	3		800	2,400
C.11	Trenchless 2" PE Service Line	LF	660		80 50	53,130
ALTERNATE C MAGER SERVICE LINES BREAKDOWN SUBTOTAL					103,25400	

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#### **ARTICLE 6 - TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 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.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. Copy of Certificate of Residency, if bidding as a resident;
  - C. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions
  - D. DBE Good Faith Effort Documentation form
  - E. Bidders List (listing all entities, DBE or not, that submitted a quote to Bidder; see form)
  - F. EPA Form 6100-3—DBE Program Subcontractor Performance Form(s) (if using any DBEs)
  - G. EPA Form 6100-4—DBE Program Subcontractor Utilization Form (if using any DBEs)
  - H. List of Proposed Subcontractors;
  - I. List of Proposed Suppliers;
  - J. List of Project References;\*
  - K. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids; Contractor's License No.;\*
  - \* These items need to be provided only as requested in Article 3 and 12 of the Instructions to Bidders.

#### **ARTICLE 8 - DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

## **ARTICLE 9** – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

High Country Construction, Inc.
By: [Signature]
[Printed name] Kelly C Connell President  (If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: [Signature] Machala Man
[Printed name] Mrcholas Memoran
Title: Praject Manager
Submittal Date: 4/27/23
Address for giving notices:
P.O. Box 930
LAMORR, NY 82520
Telephone Number: 307-332-4933
Fax Number: 307- 332 - 6919
Contact Name and e-mail address: Chad Connell
chade @ high country consticum

### LIST OF SUBCONTRACTORS AND SUPPLIERS

Upon request, the BIDDER shall List below the name and business address of each subcontractor who will perform Work under this Bid, and shall also list the portion of the Work which will be done by such subcontractor.

Subcontractor Name and Address:	
WHS	
155 N. 15 Street	
LANDER, WY EZOZO	
Work to be Performed:	
MILLA	
/	
э.	
<del></del>	Percent of total Contract: 0.170
Subcontractor Name and Address:	
71 Construction	
BZO Lough St	
Riverton wy 82501	
Work to be Performed:	
	Percent of total Contract: 2.970 0.776
Subcontractor Name and Address:	
Buyle Elective BAR T Elective	
707 GARLIELD. 488 W.NST	
CAMPER, Nº 82560 Powell, WY 829	435
,	
Work to be Performed:  Vauly & Structural efectorical, disconn	nest reconnect electrical
	,
	Percent of total Contract: 2,9 h

### LIST OF SUBCONTRACTORS AND SUPPLIERS

Upon request, the BIDDER shall List below the name and business address of each subcontractor who will perform Work under this Bid, and shall also list the portion of the Work which will be done by such subcontractor.

Subcontractor Name and Address:	
Missoula Concrete Construken	
P.O. Box 16086	
Mrssonly, MT 59868	
Work to be Performed:	
Pre-Cast Buildry's Construction	
	Percent of total Contract: 3.4 70
	referred total contract.
. Subcontractor Name and Address:	
Wind River Fence	
575 Johnson St	
LANDER, WY, 32520	
Work to be Performed:	
	100
	Percent of total Contract:
	referred total Contract.
. Subcontractor Name and Address:	
ON TANKS	
10505 Cap Vive Suite 1850	
Planet Plane WI	
918938000	
Work to be Performed:	
TAIL 7 111	
[ANK Install	
	Percent of total Contract: 337
	Percent of total Contract: -

his project.
Supplier Name and Address:  Ruchy Manythos Per-Mix  51 Lower N. Funk Rd
LANDRY, WY 8252
Materials to be Supplied:
Aggregate, flow fill, nond base
Supplier Name and Address:
4310 Pendleton DK.  Rapid City, South Patrola 57701
Materials to be Supplied:    Pre-Cast wables & makerals
Supplier Name and Address:
Ruchy Manutain Reclamation R.C. Box 1695
LARAMIE, WY 82073
Materials to be Supplied:

Upon request the BIDDER shall List below the name and business address of each Supplier who they intend on using for

this project.	
Supplier Name and Address:	
DANA Kepnen	
1820 S. Luap Read	
CASPEK, WY 82601	
Materials to be Supplied:  Pipe, Li Hings & appurhences	
Supplier Name and Address:	
Materials to be Supplied:	
<u> </u>	
Supplier Name and Address:	
Materials to be Supplied:	

Upon request the BIDDER shall List below the name and business address of each Supplier who they intend on using for

Upon request the BIDDER st this project.	nall List below the name and bu	ısiness address of each Supplier w	ho they intend on using for
Supplier Name and Add	lress:	-	
		- - -	
Materials to be Supplied:			
Supplier Name and Add	dress:		
Materials to be Supplied:			
Supplier Name and Add	 dress:	_	
		- -	
Materials to be Supplied:			

Project: LANDER High Pressure Water System Upgrades

Owner: Cry of Lander W9

Bid Date: 4/27/23

Contractor/Bidder should list itself first. Then list all entities that provided Contractor/Bidder a bid or quote on this project. Include all subcontractors and suppliers, both DBE and non-DBE, regardless of whether you propose to use them. Add additional sheets as necessary.

Bidding entity name: High Country Constructor, Inc. Contact person name: Ched Connell Mailing address: P. U. Box 930 CANDIZE WY B2520 Telephone: 307-332-4433 E-mail: chece high county const com Work bid: bid contract as prime 1/25 Status: MBE WBE ⊀ non-DBE Bidding entity name: Fortered Contact person name: Shape Confey
Mailing address: 430 Rendle ton Dr., Prapid Coly 50, 57701 Telephone: 805-718-4111 E-mail: Shane . Lonly & funterra bp. com Work bid: Pre cast wants Status: \_\_MBE \_\_WBE \_\_Mon-DBE Bidding entity name: WUS Contact person name: Brodon Reed
Mailing address: 155 N 15+ St. LANDER WY EISCO Telephone: 307-335-5646 E-mail: breed @ whomithpe.com Work bid: Malenials Testy Status: \_\_MBE \_\_WBE \_Knon-DBE Bidding entity name: Mrssoula Concrete Const. Contact person name: Dale Clouse Mailing address: P.O. Box 16086 Missonia MT, 59808 Telephone: 406-549-9682 E-mail: Work bid: Status: \_\_MBE \_\_WBE \_ non-DBE

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Project:
Owner:
Bid Date:
Contractor/Bidder should list itself first. Then list all entities that provided Contractor/Bidder a bid or quote on this project. Include all subcontractors and suppliers, both DBE and non-DBE, regardless of whether you propose to use them. Add additional sheets as necessary.
Bidding entity name: Contact person name: Mailing address: Telephone: E-mail: Work bid: bid contract as prime Status:MBEWBEnon-DBE
Bidding entity name: Wird Rover Fence Contact person name: Typen Sollurs Mailing address: 575 Johnson St. Campen, WY 82525 Telephone: 307-349-3542 E-mail: wind roundence e granteem Work bid: Fencey Status:MBEWBEnon-DBE
Bidding entity name: Dawa Kepnen Contact person name: Gray Vernitton Refert Buch Mailing address: 1220 5. Loop Ave. Caspen, wit, e2601 Telephone: 307-235-1300 E-mail: reache e daya kepner. com Work bid: Prie & Fiftys Status:MBEWBEKnon-DBE
Bidding entity name: Pochy Mantan Pre-Mic Contact person name: Javan Hulme Mailing address: 51 Lewer N. Fock Rad, LANDER, WY 82520 Telephone: 307-332-2753 E-mail: juvan@ Ampm. controller. com Work bid: Aggregate Status:MBEWBE _X non-DBE

Project:
Owner:
Bid Date:
Contractor/Bidder should list itself first. Then list all entities that provided Contractor/Bidder a bid or quote on this project. Include all subcontractors and suppliers, both DBE and non-DBE, regardless of whether you propose to use them. Add additional sheets as necessary.
Bidding entity name: Contact person name: Mailing address: Telephone: E-mail: Work bid: bid contract as prime Status:MBEWBEnon-DBE
Bidding entity name: Boyle Electore Contact person name: Michelle Mailing address: 707 Ganfreld St. (Ander), Wi 82500 Telephone: 307-332-8139 E-mail: Michelle & boyle electore.com Work bid: Electral work Status:MBEWBEnon-DBE
Bidding entity name: Rocky Maunturn Reclanation Contact person name: Kelin Burke Mailing address: P.O. Box 1895, CARAMIE, WY B 2073 Telephone: 307-745-5235 E-mail: Kelin Privay, us Work bid: Reclanating / Sector Status:MBEWBEKnon-DBE
Bidding entity name: Farguson Walenworks  Contact person name: Casey Anderson  Mailing address: 1328 W. English Ave. Caspen, WY 8760/  Telephone: 307-233-6395  E-mail: Casey. Anderson & Farguson. Com  Work bid: Tipe & Fithers  Status:MBEWBEYnon-DBE

Project:
Owner:
Bid Date:
Contractor/Bidder should list itself first. Then list all entities that provided Contractor/Bidder a bid or quote on this project. Include all subcontractors and suppliers, both DBE and non-DBE, regardless of whether you propose to use them. Add additional sheets as necessary.
Bidding entity name: Contact person name: Mailing address: Telephone: E-mail: Work bid: bid contract as prime Status:MBEWBEnon-DBE
Bidding entity name: Patrick Construction, Inc. Contact person name: Self Patrick Mailing address: 138 Sun flower St. Lawren W9 82520 Telephone: 307-332-6939 E-mail: Oci 20 wyomry. com Work bid: Beniy Status:MBEWBENon-DBE
Bidding entity name: Preland Contact person name: Tom Kleppe Mailing address: 4000 Tower Road, Lowiwille, K9 40219 Telephone: 631-231-8106 E-mail: 6 kleppe c preland, com Work bid: Tawk Status:MBEWBEXnon-DBE
Bidding entity name: 71 languatus Contact person name: Dustin Welen Mailing address: 820 lough Prive Rivator, WY 82501 Telephone: 307-856-7191 E-mail: dwelch e 71 construction. com Work bid: Privy Status:MBEWBENon-DBE

Project:
Owner:
Bid Date:
Contractor/Bidder should list itself first. Then list all entities that provided Contractor/Bidder a bid or quote on this project. Include all subcontractors and suppliers, both DBE and non-DBE, regardless of whether you propose to use them. Add additional sheets as necessary.
Bidding entity name: Contact person name: Mailing address: Telephone: E-mail: Work bid: bid contract as prime Status:MBEWBEnon-DBE
Bidding entity name: Brett Fusts Contact person name: Brett Fusts Mailing address: 307-349-3748 30 Sacayewen Ave. Lawren, w9 82570 Telephone: 307-349-3748 E-mail: bossless 28 @ hulmail.com Work bid: Fency Status:MBEWBE* non-DBE
Bidding entity name: Horrowtal Boary & Tunnelmy Co.  Contact person name: Brent Moure  Mailing address: PU Box 429, Exelex NE 6B351  Telephone: 402-266-5347  E-mail: brentmehb trenchless. com  Work bid: Burys & truckless  Status:MBEWBEnon-DBE
Bidding entity name: O'Keele's Inc  Contact person name: Adam Watson  Mailing address: 100 N. Will Dr. Ste 12, Bristane, (A 94006  Telephone: 916-824-4800  E-mail: Adam We okeele's com  Work bid: Laddens & Rails  Status:MBEWBExnon-DBE

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

#### INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- 4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

High Country Construct	tion. Inc
Organization Name	
Kelly C. Connell Gros	ident
Name and Title of Authorized Representative	. 1 1
	4/27/23
Signature	Date

#### DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

#### 1. GENERAL

This project includes federal financial assistance in the form of a Reimbursement Agreement Provision. Owner and Contractor/Bidder are required to make good faith efforts with adequate documentation to include disadvantaged business enterprises (DBEs) as subcontractors or suppliers on this project. More detailed regulations are published under 40 CFR Part 33.

#### 2. DBE CERTIFICATION

DBEs include minority business enterprises (MBEs) and women's business enterprises (WBEs). MBEs and WBEs must be certified as such in order to participate as a DBE. Certification can be through the Wyoming Department of Transportation (WYDOT) under its DBE program, through the Small Business Administration (SBA) under its 8(a) Business Development Program or its Small Disadvantaged Business (SDB) Program, or through other valid government or private organizations. Please see the attached list of WYDOT certified DBE firms, current as of the date shown. WYDOT maintains their list of certified DBE firms on the internet at

http://www.dot.state.wy.us/home/business\_with\_wydot/contractors/Disadvantaged\_Business\_En terprise.html. SBA maintains a database of certified firms at http://dsbs.sba.gov/dsbs/search/dsp\_dsbs.cfm.

#### 3. GOOD FAITH EFFORTS

Owner and Contractor/Bidder must make the following good faith efforts when soliciting contractors, subcontractors, or suppliers to procure construction, equipment, services, and supplies on this project:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

#### 4. FAIR SHARE OBJECTIVE

The Wyoming Reimbursement Agreement Provisions Program has negotiated the following DBE fair share objective percentages with the United States Environmental Protection Agency:

MBE: Construction 1.5%, Supplies 1.0%, Services 1.0%, Equipment 2.5%

HDR Project No. 10193520

WBE: Construction 2.5%, Supplies 2.5%, Services 1.5%, Equipment 5.0% These are goals, not quotas. The requirement is that Owner and Contractor/Bidder must make and document good faith efforts to solicit DBE participation.

#### 5. DOCUMENTATION FOR BIDDER TO SUBMIT WITH BID

- (a) Contractor/Bidder shall submit the DBE Good Faith Effort Documentation form (use the form provided). If requested, Bidder shall provide complete documentation for the Good Faith Efforts.
- (b) Contractor/Bidder shall submit its Bidders List with its bid, using the form provided. It shall include all entities that provided Contractor/Bidder a bid or quote on this project. It shall include both DBE and non-DBE bidders. Required information for each entity includes 1) entity's name and point of contact, 2) entity's mailing address, telephone number, and e-mail address, 3) procurement on which entity bid or quoted and when, and 4) entity's status as a MBE/WBE or non-MBE/WBE.
- (c) Contractor/Bidder shall have each DBE subcontractor/supplier it proposes to use complete EPA Form 6100–3—DBE Program Subcontractor Performance Form and shall include all completed forms as part of the bid or proposal package. This form is not needed if Contractor/Bidder has no DBE participation.
- (d) Contractor/Bidder shall complete and submit EPA Form 6100–4—DBE Program Subcontractor Utilization Form as part of the bid or proposal package. This form is not needed if Contractor/Bidder has no DBE participation.

#### 6. OTHER REQUIREMENTS AND INFORMATION

- (a) Contractor must pay its subcontractors for satisfactory performance no more than 30 days from Contractor's receipt of payment from Owner
- (b) Contractor must notify Owner in writing prior to any termination of a DBE subcontractor for Contractor's convenience. Owner must pass such notification along to the Wyoming Reimbursement Agreement Provisions program.
- (c) If a DBE subcontractor fails to complete work under the subcontract for any reason, Contractor must employ the six good faith efforts if soliciting a replacement subcontractor.
- (d) Contractor must employ the six good faith efforts even if Contractor has achieved its fair share objectives.
- (e) Contractor must provide EPA Form 6100–2—DBE Program Subcontractor Participation Form to all of its DBE subcontractors. EPA Form 6100–2 gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid and any other concerns the DBE subcontractor might have, for example reasons why the DBE subcontractor believes it was terminated by the prime contractor. DBE subcontractors may send completed copies of EPA Form 6100–2 directly to the appropriate EPA DBE Coordinator. The EPA DBE Coordinator is Veronica Parker, phone (202) 564-5347, email parker.veronica@epa.gov.
- (f) Copies of EPA Form 6100–2—DBE Program Subcontractor Participation Form, EPA Form 6100–3—DBE Program Subcontractor Performance Form, and EPA Form 6100–4—DBE Program Subcontractor Utilization Form may be obtained from EPA OSDBU's Home Page on the Internet or directly from EPA OSDBU. Copies of these forms are also attached to this contract.

(g) Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

4/24/2023

Addendum 2

#### **DBE Good Faith Effort Documentation**

Project: LANDER High Pressure Worker System Upgrade	5
Bidder: Hogh County Construction, Inc.	Bid date: 4/27/23
Bidder shall complete the checklist to certify that it has complied with the requefforts to ensure that certified DBEs have the opportunity to compete for proceed financial assistance funds. Bidder shall make good faith efforts prior to subm	urements funded by EPA
Did you ensure that DBEs are made aware of contracting opportunities to through outreach and recruitment activities?  Yes	the fullest extent practicable  No
2. Did you make information on forthcoming opportunities available to DBE contracts and establish delivery schedules, where the requirements permit, facilitates participation by DBEs in the competitive process?	
<ol> <li>Did you consider in the contracting process whether firms competing for I subcontract with DBEs? This will include dividing total requirements, whe into smaller tasks or quantities to permit maximum participation by DBEs competitive process.</li> </ol>	nen economically feasible,
4. Did you consider contracting with a consortium of DBEs when a contract of these firms to handle individually?	is too large for one Yes No
5. Did you use the services and assistance of the SBA and the Minority Busin Agency of the Department of Commerce?	ness Development Yes No
CERTIFICATION REGARDING DBE GOOD FAITH EFFORT	
Bidder certifies, by submission of this form that it has fulfilled the Good faith project. If requested, Bidder shall provide complete documentation for the Go	
Nochalus Newman Praject Manger / 185 Cra	seen
Name and Title  Michel Man 9/	1-1-
Signature Date	27/23

High Country Construction, Inc PO Box 930 Lander, WY 82520 307-332-4933 Fax 307-332-6414

April 19, 2023

DBE Contractors
To Whom It May Concern:
High Country Construction, Inc is bidding on the below listed project(s) as a Prime Contractor on April 27, 2023 at 3:00 pm Mountain Time.  Project: Lander High Pressure System Upgrades – Phase III Project
We are requesting quotes for the following items.
Fencing Seeding Concrete
If <b>not</b> quoting please respond by email or fax. Quotes may be emailed to Chad at <a href="mailto:chadc@highcountryconst.com">chadc@highcountryconst.com</a> , or faxed to 307-332-6414. If any questions you may cal Chad at (307)332-4933 or cell (307)330-8175r. Plans are available at Questcdn.com
Sincerely,
Chad Connell  NOT QUOTING:
Company name:



Nicholas Newman <nicholas.newman.wyo@gmail.com>

#### Lander High Pressure Water System - DBE Solicitation

1 message

Nicholas Newman <nickn@highcountryconst.com>

Wed, Apr 19, 2023 at 1:25 PM

To: tonicastiglioni@yahoo.com, lhale\_alex@yahoo.com, office@asphaltplusinc.com, wendi@barnuminc.com, jessica@comersconcrete.co, glconcrete123@gmail.com, deanna@highcountryfence.com, intermountainbuilders@wyoming.com, kbrady60@hotmail.com, april@kavcattle.com, tlobato@lobatoconstruction.com, jennie@wysli.com, Anthony@tabsincwy.com, jkwanke@bresnan.net, UrbanConcrete01@yahoo.com, carmen@villaloboscc.com, lore@villaloboscc.com

Attached you will find our DBE Request for the Lander High Pressure Water System project which bids on 4/27 at 3:00 pm MTN time.

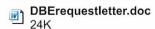
Thank you,

Nicholas Newman - EIT Estimator/Project Manager



High Country Construction Lander, Wyoming 307-332-4933

High Country Construction, Inc. Visit HCC on Facebook





### **High Country Construction, Inc.**

"An Equal Opportunity Employer"
General Contractors
P. O. Box 930 Lander, Wyo. 82520
332-4933 332-4937 Fax 332-6414



#### COPPORATION CERTIFIED RESOLUTIONS

I, Rachelle D Newman, Secretary of High Country Construction, Inc., a corporation organized and existing under the laws of the State of Wyoming, (the "Company") do hereby certify that the following is as true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on December 28, 2012 at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

**RESOLVED:** That Kelly C Connell, President of High Country Construction, Inc. is empowered and authorized, on behalf of the Company, to execute and deliver contracts and amendments there to.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature this 28<sup>th</sup> day of December, 2012.

Rachelle D Newman Corporate Secretary

Seal

#### **BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable. BIDDER (Name and Address): High Country Construction, Inc. P.O. Box 930, Lander, WY 82520 SURETY (Name, and Address of Principal Place of Business): Travelers Casualty and Surety Company of America One Tower Square , Hartford, CT 06183 OWNER (Name and Address): City of Lander 240 Lincoln Street Lander, WY 82520 BID Bid Due Date: April 27, 2023 Description (Project Name— Include Location): Lander High Pressure Water System Upgrades - Phase III Projects -**BOND Bond Number: Bid Bond** Date: April 21, 2023 Five Percent of Amount Bid 5% 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) Travelers Casualty and Surety Company of America (Seal) High Country Construction, Inc. Bidder's Name and Corporate Seal Surety's Name and Corporate Seal By: By: Signature (Attach Power of Attorney) Janece Wilhelm **Print Name** Attorney-in-fact Title Attest: Attest: Signature Signature Title Projet Munge Account Manager Title Note: Addresses are to be used for giving any required notice.

HDR Project No. 10193520

Provide execution by any additional parties, such as joint venturers, if necessary.



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company Farmington Casualty Company

#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Janece Wilhelm of Casper , WY, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.:

Bid Bon

Principal: High Country Construction, Inc.

OR Obligee: City of Lander Project Description: Lander High Pressure Water System Upgrades - Phase III Projects -

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.









State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

NOTARY PUBLIC

Anna P. Nowik, Notary Public

Robert . Raney, Senior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 21st day of

April

, 2023.









Kevin E. Hugher Kevin E. Hughes, Assistant Secretary



# STATE OF WYOMING

### CERTIFICATE OF RESIDENCY



Contractor Number: 0325

THIS CERTIFIES THAT:

# HIGH COUNTRY CONSTRUCTION, INC.

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED.

GRANTED THIS 2<sup>ND</sup> DAY of AUGUST TWO THOUSAND AND 22

Michele Johnson, Program Manager

**EXPIRATION DATE: 8/1/2023** 

To verify the authenticity of the certificate, please contact our office at 307-777-7261 or visit wyomingworkforce.org/businesses/labor/info



**CERTIFICATE SERIAL NUMBER: 0208202234** 

### **Department of Transportation**

Prequalifications Office 5300 Bishop Blvd. Cheyenne, WY 82009-3340



K. Luke Reiner Director

Mark Gordon

Governor

March 30, 2022

High Country Construction, Inc. 2077 North 2nd Street Lander, WY 82520

Dear Mr. Connell:

#### CONTRACTORS PREQUALIFICTION

After review of your prequalification form, your WYDOT ability rating (AR) will be:

16

The ability rating is multiplied by your net worth. If you have an audited financial statement, WYDOT will use the full amount of your net worth. If you have a reviewed or complied financial statement WYDOT used up to a maximum of \$500,000.00 of your net worth. Your cooperation and quality performance on Wyoming Department of Transportation (WYDOT) construction projects will help insure that your firm stays in Good Standing with us.

Your company has been Prequalified for the following:

Maximum Prequalification Rating:

\$118,400,000.00

Work Classification:

Grading, Box Culverts, Underground Utilities, Truck Haul, Gravel

Surfacing, Crushing & Fence

NAICS Code(s):

237110, 237310, 238120, 238910, 238990, 333120 & 484200

Contractor ID#

01272

Date of Financial Statement:

December 31, 2021

**Expiration Date:** 

March 31, 2023

Nothing contained herein shall be construed to deprive the Transportation Commission of Wyoming of the right to reject any bid, or refuse to award a contract to the low bidder where circumstances or developments have, in the opinion of the Commission, changed the qualifications or responsibility of the bidder.

For information concerning the WYDOT bidding system and for other pertinent information, please visit our web site at:

http://dot.state.wy.us//

If you have questions or comments about your Prequalification Rating or your Contractor Performance Evaluation Rating Forms for your current WYDOT projects, please contact Kent Ketterling, P.E., State Construction Engineer at (307)777-4425 or myself at (307)777-4056.

Sincerely,

James A. Messer

Prequalification Officer

JAM/jam

## BID FORM FOR CONSTRUCTION CONTRACTS

Lander High Pressure Water System Upgrades – Phase III Projects

Prepared by



Issued and Published Jointly by







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#### **BID FORM - ADDEDNUM 1**

PROJECT IDENTIFICATION: Lander High Pressure Water System Upgrades - Phase III

**Projects** 

CONTRACT IDENTIFICATION: PROJECT No. 10193520

1.01 This Bid is submitted to:

> City of Lander C/O Mayor 240 Lincoln Street Lander, WY 82520

1.02 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 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 Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- BIDDER will sign and deliver the required number of counterparts of the AGREEMENT with the 2.02 Bonds and other documents required by the Bidding Requirements within 30 days after the date of OWNER's Notice of Award.

#### **ARTICLE 3 - BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
  - Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
Addendum #1	4/21/23
Addendum #2	4/24/23

- В. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- If there are no reports or drawings of the type referred to in this representation, either modify or delete the paragraph.

- E. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- F. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- G. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in 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 confirms that 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 and furnishing of the Work.
- K. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 - BIDDER'S CERTIFICATION**

#### 4.01 Bidder certifies that:

- A. 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 collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

- 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
- 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
- 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

THIS SECTION LEFT BLANK

#### ARTICLE 5 - BASIS OF BID

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

	SCHEDULE 0: GENERAL CONDITIONS						
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE (\$)	TOTAL EST'D PRICE (\$)		
0.1	Mobilization	LS	1	600,000	\$ 600 0000		
0.2	Contract Bonds	LS	1	\$ 80,000.00	\$ 80,000.00		
0.3	Construction Stormwater Management	LS	1	\$ 75,000.00	\$ 75,000.00		
0.4	Traffic Control	LS	1	\$ 50,000.00	\$ 50,000.00		
0.5	Independent Materials Testing	LS	1	\$ 30,000.00	\$ 30,000.00		
	General Conditions Subtotal						

	SCHEDULE 1: 4 MG CONCRETE ELLIS TANK						
ITEM NO.	DESCRIPTION	UNIT	QTY	ι	JNIT PRICE (\$)	TOTAL PRICE(\$)	
1.1	Demolition	LS	1	\$	350,000.00	\$ 350,000	0.00
1.2	Remove Existing and Install New Stock Waterer	LS	1	\$	12,000.00	\$ 12,000	00.0
1.3	Foundation Surface Preperation	SY	1,625	\$	28.00	\$ 45,500	00.0
1.4	Structural Fill: Envelope A	CY	550	\$	100.00	\$ 55,000	00.0
1.5	Structural Fill: Grading W	CY	270	\$	150.00	\$ 40,500	00.0
1.6	16" Outlet Pipe and Fittings	LS	1	\$	93,000.00	\$ 93,000	00.0
1.7	16" Inlet Pipe and Fittings	LS	1	\$	96,000.00	\$ 96,000	0.00
1.8	4" HDPE Perimeter Drain Line	LF	110	\$	340.00	\$ 37,400	0.00
1.9	10" PVC Drain line and Fittings	LF	110	\$	577.00	\$ 63,470	0.00
1.10	10" Gate Valve	EA	1	\$	5,000.00	\$ 5,000	0.00
1.11	Tank Drain Dissipation Structure	LS	1	\$	24,000.00	\$ 24,000	0.00
1.12	Class 1 Grouted RipRap	CY	4	\$	1,300.00	\$ 5,200	0.00
1.13	Class 2 RipRap	CY	20	\$	150.00	\$ 3,000	0.00
1.14	Security Fence	LF	960	4	7200	69,1200	
1.15	16 ft Wide Motorized Double Swing Gate	EA	1	-	300000	*3000	
1.16	4 ft Wide Single Gate	EA	1		900	1 900	
1.17	1" PE Water service line (Tank Site to Ellis Pasture)	LF	190	\$	13.00	\$ 2,470	0.00
1.18	1" Backflow Preventer and Stop/Waste Valve	EA	1	\$	1,400.00	\$ 1,400	0.00
1.19	Stock Waterer Buried Electical Conduit (Tank Site to Ellis Pasture)	LF	190	\$	29.00	\$ 5,510	0.00
1.20	20 ft Wide Steel Double Swing Gate (Ellis Pasture)	EA	3		\$1,800=	5.400=	
1.21	Woven wire, 3 strand barbwire fence (Ellis Pasture)	LF	1105		47400	\$26,5a0	
1.22	Extend 24" CMP Culvert (Ellis Pasture)	LF	15	\$	145.00	\$ 2,175	5.00
1.23	Site Reclamation	LS	1	\$	13,000.00	\$ 13,000	0.00
1.24	Submersible Potable Tank Mixer Package	LS	1	1	34/000	34/000=	2
4 MG CONCRETE ELLIS TANK SUBTOTAL *993 565							

	SCHEDULE 2: ELLIS VAULT					
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE (\$)	TOTAL PRICE (\$)	
2.1	36" RCP Potholing	EA	2	\$ 3,600.00	\$ 7,200.00	
2.2	12" Sacrificial Insertion Valve and Thrust Restraint Block	LS	1	\$ 50,000.00	\$ 50,000.00	
2.3	Demolition	LS	1	\$ 30,000.00	\$ 30,000.00	
2.4	Plug/Abandon Old Lines	LS	1	\$ 2,600.00		
2.5	Precast Structure	LS	1	360 0000	\$ 3(0,000g	
2.6	Structure Process Piping	LS	1	\$ 240,000.00	\$ 240,000.0	
2.7	Structure Process Liquid Analytical Measurement	LS	1	\$ 20,000.00	\$ 20,000.0	
2.8	Structure Mechanical/HVAC	LS	1	\$ 30,000.00	\$ 30,000.0	
2.9	Structure Deck and Rails	LS	1	* 47000	\$ 47 0000	
2.10	Structure Metal Stairs & Access Ladder	LS	1	* 30,000g	30,000	
2.11	Structure Ceiling Mounted Electric Monorail Crane System	LS	1	\$94,000°E	*94,000	
2.12	Structure Electrical, Instrumentation, and Controls	LS	1	* 90,000	90,000	
2.13	Electrical Service Modfications	LS	1	13/5000	135000	
2.14	24" MJ x MJ Adapter	EA	1	\$ 2,000.00	\$ 2,000.0	
2.15	24" x 16" MJ Reducer	EA	1	\$ 1,900.00	\$ 1,900.0	
2.16	24" x 16" Reducer Thrust Block	LS	1	\$ 1,600.00	\$ 1,600.0	
2.17	16" MJ x MJ Adapter	EA	1	\$ 1,500.00	\$ 1,500.0	
2.18	16" MJ Butterfly Valve	EA	2	\$ 15,000.00	\$ 30,000.0	
2.19	16" Restrained Joint C905 - DR 18 PVC Waterline	LF	117	\$ 310.00	\$ 36,270.0	
	16" Restrained Joint C905 - DR 18 PVC Waterline in					
2.20	Existing 36" RCP casing	LF	82	\$ 285.00	\$ 23,370.0	
2.21	16" x 12" Tee	EA	1	\$ 3,200.00	\$ 3,200.0	
2.22	12" C900 - DR 18 PVC Waterline	LF	5	\$ 400.00	\$ 2,000.0	
2.23	12" Gate Valve	EA	1	\$ 5,700.00	\$ 5,700.0	
2.24	12" Restrained Plug	EA	1	\$ 1,600.00	\$ 1,600.0	
2.25	16" x 6" Tee	EA	1	\$ 3,500.00	\$ 3,500.0	
2.26	6" C900 - DR18 PVC Waterline	LF	15	\$ 200.00	\$ 3,000.0	
2.27	6" Gate Valve	EA	1	\$ 3,000.00	\$ 3,000.0	
2.28	Flushing Hydrant	EA	1	\$ 10,000.00	\$ 10,000.0	
2.29	Flushing Hydrant Extension	EA	1	\$ 2,200.00	\$ 2,200.0	
2.30	Remove Sacrificial Valve and Thrust Restraint Block	LS	1	\$ 2,300.00	\$ 2,300.0	
2.31	Remove Existing Bollard Structure	LS	1	\$ 12,000.00	\$ 12,000.0	
2.32	Pipe Bollards	EA	4	\$ 1,600.00	\$ 6,400.0	
2.33	16" x 45 Degree Bend	EA	1	\$ 3,100.00	\$ 3,100.0	
2.34	Remove Existing Valve	EA	3	\$ 500.00	\$ 1,500.0	
2.35	Remove 16" x 12" Reducer	EA	1	\$ 510.00	\$ 510.0	
2.36	12" Gate Valve	EA	1	\$ 5,700.00		
2.37	Connect to Existing at Flexible Expansion Joint	EA	1	\$ 1,650.00	\$ 1,650.0	
2.38	Paving	LS	1	\$ 50,000.00		
2.39	Sidewalk	LS	1	\$ 3,400.00	\$ 3,400.0	
2.40	Carefully Compacted Backfill Under Proposed Pipe	LF	100	\$ 75.00	\$ 7,500.0	
			FLL	IS VAULT SUBTOTAL	1129 2000	

	SCHEDULE 3: RODEO PRV VAULT					
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE (\$)	TOTAL PRICE (\$)	
3.1	Connect to Existing 12" Waterline	EA	1	\$ 8,500.00	\$ 8,500.00	
3.2	Remove Valve Box	EA	1	\$ 500.00	\$ 500.00	
3.3	16" x 12" Tee (W/16" PExFL Spool Piece)	EA	1	\$ 4,900.00	\$ 4,900.00	
3.4	12" C900 - DR18 PVC Waterline	LF	81	\$ 280.00	\$ 22,680.00	
3.5	12" Gate Valve	EA	3	\$ 5,600.00	\$ 16,800.00	
3.6	12" Tee	EA	1	\$ 2,800.00	\$ 2,800.00	
3.7	12" x 90 Degree Bend	EA	1	\$ 1,900.00	\$ 1,900.00	
3.8	12" x 45 Degree Bend	EA	1	\$ 1,700.00	\$ 1,700.00	
3.9	12" x 22.5 Degree Bend	EA	1	\$ 2,100.00	\$ 2,100.00	
3.10	12" plug	EA	1	\$ 1,300.00	\$ 1,300.00	
3.11	PRV Vault Excavation, Foundation Prep, Backfill	LS	1	\$ 2,800.00	\$ 2,800.00	
3.12	PRV Vault	LS	1	3 nd 000	4 200,000	
3.13	16" Actuated Valve Vault Excavation, Foundation Prep, Backfill	LS	1	\$ 24,000.00	\$ 24,000.00	
3.14	16" Actuated Valve Vault	LS	1	\$ 130,000.00	\$ 130,000.00	
3.15	Temporary Service to Airport 8" Service	LS	1	\$ 9,000.00	\$ 9,000.00	
3.16	8" Insertion Valve	EA	1	\$ 34,000.00		
3.17	Vaults Electrical, Instrumentation, and Controls	LS	1	\$ 56,0000	\$ 56,00000	
3.18	Pipe Bollard	EA	4	\$ 1,700.00	\$ 6,800.00	
3.19	Remove and Replace Sidewalk, Curb and Gutter	LS	1	\$ 4,300.00	\$ 4,300.00	
3.20	Exploratory Excavations	HR	6	\$ 1,000.00	\$ 6,000.00	
		1536,080				

SCHEDULE 4: HOSPITAL PUMP STATION					
NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE (\$)	TOTAL PRICE (\$)
4.1	Exploratory Excavations	HR	6	\$ 1,300.00	7,800.0
4.2	Demolish Existing Pump Station	LS	1	\$ 22,000.00	\$ 22,000.0
4.3	Disconnect Electrical Service	LS	1	\$ 1,600.0	\$ 1,600.0
4.4	Abandon Old Lines	LS	1	\$ 4,630.0	\$ 4,630.0
4.5	Remove Existing Vault	LS	1	\$ 5,000.0	5,000.0
4.6	Pump Station Site Grading	LS	1	\$ 21,000.0	\$ 21,000.0
4.7	Pump Station Excavation and Dewatering	LS	1	\$ 3,500.0	\$ 3,500.0
4.8	Pump Station Foundation Surface Preparation	SY	100	\$ 42.0	\$ 4,200.0
4.9	Pump Station Structural Fill: Envelope A	CY	150	\$ 105.0	5 15,750.0
4.10	Pump Station Structural Fill: Grading W	CY	70	\$ 105.0	
4.11	Pump Station General Backfill	LS	1	\$ 7,500.0	5 7,500.0
4.12	Pump Station Building Foundation	LS	1	\$ 75,000.0	
4.13	Concrete Encased Welded Steel Inlet and Outlet Pipe	LS	1	\$ 105,000.0	
4.14	Pump Station Precast Structure	LS	1	\$ 251,000.0	
4.15	Pump Station Process Liquid Analytical Measurement	LS	1	\$ 20,000.0	
4.16	Pump Station Piping	LS	1	\$ 51,000.0	
4.17	Pump Station Pressure Booster System Skid and Pressure Tank	LS	1	\$ 185,000.0	
4.18	Pump Station Electrical, Instrumentation, and Controls	LS	1	157,000	
4.19	Pump Station Mechanical/HVAC	LS	1	\$ 22,000.0	
4.20	Outlet Structure and Drain Line	LS	1	\$ 24,000.0	
4.21	12" Min I.D. Trenchless	LF	650	\$ 335.0	
4.22	12" C900 - DR18 PVC Waterline	LF	220	\$ 185.0	
4.23	Connect to Existing 12" Waterline	EA	3	\$ 3,000.0	
4.24	Connect 12" HDPE to 12" PVC	EA	2	\$ 2,500.0	
4.25	12" Gate Valve	EA	4	\$ 5,300.0	
4.26	12" x 90 Degree Bend	EA	1	\$ 5,500.0	
4.27	12" x 6" Tee	EA	1	\$ 4,500.0	
4.28	12" Tee	EA	1	\$ 5,000.0	
4.29	12" Plug	EA	3	\$ 1,000.0	
4.30	8" Plug	EA	1	\$ 950.0	
4.31	6" Gate Valve	EA	1	\$ 2,750.0	
4.32	6" Flushing Hydrant w/10LF of 6" Waterline	EA	1	\$ 11,000.0	
4.33	Crushed Base (Approach)	LS	1	\$ 7,300.0	
4.34	Remove & Salvage Valve (To Owner)	EA	1	\$ 900.0	
4.35	Remove & Salvage Valve Box (To Owner)	EA	6	\$ 900.0	
4.36	Slurry Trench and Waterline Plug	LS	1	\$ 3,000.0	
4.37	Remove and Replace Asphalt	SF	200	\$ 75.00	
4.38	6' Chainlink Fence	LF	140	\$ 6602	\$ 924000
4.39	Topsoil and Sod	SY	300	\$ 75.0	22,500.
4.40	Pump Station Sidewalk	LS	1	\$ 17,000.00	

	SCHEDULE 5: MAGER TRANSMISSION MAIN AND PRV VAULT						
ITEM NO.	DESCRIPTION	UNIT	QTY	υ	INIT PRICE (\$)		TOTAL PRICE (\$)
5.1	Exploratory Excavations	HR	10	\$	1,400.00	\$	14,000.00
5.2	Connect to Existing 12" Cross	EA	1	\$	2,300.00	\$	2,300.00
5.3	Plug/Abandon Old Lines	LS	1	\$	4,000.00	\$	4,000.00
5.4	20" x 16" Tee - Hot Tap	EA	1	\$	9,000.00	\$	9,000.00
5.5	20" I.D. Casing w/ 16" C900 - DR 18 RJ or FPVC Waterline	LF	100	\$	1,500.00	\$	150,000.00
5.6	16" C900 - DR 18 PVC Waterline	LF	464	\$	268.00	\$	124,352.00
5.7	16" Butterfly Valve (FL x MJ)	EA	1	\$	23,000.00	\$	23,000.00
5.8	16" x 45 Degree Bend	EA	6	\$	2,800.00	\$	16,800.00
5.9	16" x 90 Degree Bend	EA	1	\$	3,200.00	\$	3,200.00
5.10	16" Tee	EA	1	\$	4,200.00	\$	4,200.00
5.11	16" x 12" Reducer	EA	2	\$	2,000.00	\$	4,000.00
5.12	12" C900 - DR18 PVC Waterline	LF	300	\$	204.00	\$	61,200.00
5.13	12" Gate Valve	EA	2	\$	5,600.00	\$	11,200.00
5.14	12" Plug	EA	1	\$	1,100.00	\$	1,100.00
5.15	Rem & Repl. 18" CMP Culvert	LF	130	\$	135.00	\$	17,550.00
5.16	Remove & Salvage Valve/Valve Box (To Owner)	EA	1	\$	500.00	\$	500.00
5.17	PRV Vault Excavation, Dewatering, Foundation Prep, Backfill	LS	1	\$	28,000.00	\$	28,000.00
5.18	PRV Vault	LS	1	\$	205,000		205 000
5.19	Vault Electrical, Instrumentation, and Controls	LS	1		60,000		60,000
5.20	Pipe Bollard	EA	2	\$	1,000.00	\$	2,000.00
5.21	Air Vac	EA	1	\$	31,000.00	\$	31,000.00
5.22	Remove and Replace Asphalt Paving	SY	95	\$	140.00	\$	13,300.00
5.23	Remove and Replace Grading "W" Base - 6 IN Thick	TONS	30	\$	110.00	\$	3,300.00
5.24	Temporary 12" Vault Bypass Routing and Tie-In	LS	1	\$	25,000.00	\$	25,000.00
MAGER PRV VAULT SUBTOTAL   * 3/4,002 **						814.00200	

SCHEDULE 1: 4 MG TANK SUBTOTAL

SCHEDULE 1: 4 MG TANK SUBTOTAL

SCHEDULE 2: ELLIS VAULT SUBTOTAL

SCHEDULE 3: RODEO PRV VAULT SUBTOTAL

SCHEDULE 4: HOSPITAL PUMP STATION SUBTOTAL

SCHEDULE 5: MAGER PRV VAULT SUBTOTAL

LESSER OF BID ALTERNATES "A" AND "B"

TOTAL BID PRICE

STATE A SUBTOTAL

STATE A S

	CITY OF LANDER				
	LANDER HIGH PRESSURE WATER SYSTEM UPGRADES - PHASE III				
Schedule No.	DESCRIPTION	TOTALPRICE(\$)			
0	General	1835,00°			
1	4-MG Concrete Ellis Tank	993,565			
2	Ellis vault	1, 129, 2000			
3	Rodeo PRV Vault	536080			
4	Hospital Pump Station	1.39702000			
5	Mager Transmission Main and PRV Vault	1814 0020			
	BASE BID SUBTOTAL	5.704,8670			
Alt. A	Tank Grading Plan 1	3823,660			
Alt. B	Tank Granding Plan 2	3, 874, 3800			
Alt. C	Mager Service Lines	\$ 135,600.00			
	LESSER OF BID ALTERNATES "A" AND "B"	3,823,6600			
	PROJECT TOTAL (BASE AND ALTERNATES)				

Tours not include Alt. C

	BID ALTERNATES				
ITEM				UNIT PRICE	
NO.	DESCRIPTION	UNIT	QTY	(\$)	TOTAL PRICE (\$)
Α	Tank Grading Plan 1			3,823,660	3,823,660
В	Tank Granding Plan 2			3874380	3874 38000
С	Mager Service Lines			135600	\$ 135,600.00
A.1	Topsoil Stripping and Stockpiling - Tank Grading Plan 1	CY	2,600	\$ 5.00	\$ 13,000.00
A.2	Topsoil Placement - Tank Grading Plan 1	CY	2,600	\$ 3.00	\$ 7,800.00
A.3	Clearing and Grubbing - Tank Grading Plan 1	LS	1	\$ 4,000.00	\$ 4,000.00
A.4	General Excavation - Tank Grading Plan 1	LS	1	\$ 175,000.00	\$ 175,000.00
A.5	Rock Excavation - Tank Grading Plan 1	CY	4200	\$ 40.00	\$ 168,000.00
A.6	General Backfill - Tank Grading Plan 1	LS	1	\$ 150,000.00	\$ 150,000.00
A.7	6" Thick Grading W or Washed Rock - Tank Grading Plan 1	CY	1590	\$ 54.00	\$ 85,860.00
A.8	4 MG AWWA D110 Type III Prestressed Concrete Water Storage Tank - Tank Grading Plan 1	LS	1	3220,000	3,220,000
B.1	Topsoil Stripping and Stockpiling - Tank Grading Plan 2	CY	2,150	\$ 5.00	\$ 10,750.00
B.2	Topsoil Placement - Tank Grading Plan 2	CY	2,150	\$ 3.00	\$ 6,450.00
B.3	Clearing and Grubbing - Tank Grading Plan 2	LS	1	\$ 4,000.00	\$ 4,000.00
B.4	General Excavation - Tank Grading Plan 2	LS	1	\$ 75,000.00	\$ 75,000.00
B.5	Rock Excavation - Tank Grading Plan 2	CY	1020	\$ 35.00	\$ 35,700.00
B.6	General Backfill - Tank Grading Plan 2	LS	1	\$ 100,000.00	\$ 100,000.00
B.7	6" Thick Grading W or Washed Rock - Tank Grading Plan 2	CY	1070	\$ 54.00	\$ 57,780.00
B.8	4 MG AWWA D110 Type III Prestressed Concrete Water Storage Tank - Tank Grading Plan 2	LS	1	3 584 700	× 3584,700°
C.1	Connect to Existing Water Service at Curb Stop and Remove Curb Stop	EA	2	\$ 3,000.00	\$ 6,000.00
C.2	2" Compression 90 Deg Bend	EA	1 .	\$ 900.00	\$ 900.00
C.3	2" Compression 45 Deg Bend	EA	1	\$ 800.00	\$ 800.00
C.4	2" PE Service Line	LF	30	\$ 150.00	\$ 4,500.00
C.5	Plug/Abandon Old Lines	EA	4	\$ 600.00	\$ 2,400.00
C.6	20" Service Saddle for 2" Service w/ Corp Stop	EA	3	\$ 3,000.00	\$ 9,000.00
C.7	2" Curb Valve and Curb Service Box	EA	3	\$ 2,000.00	\$ 6,000.00
C.8	Meter Pit Assembly	EA	3	\$ 8,500.00	\$ 25,500.00
C.9	Continuous Collar Around Curb Service Boxes and Meter Pits	EA	1	\$ 4,000.00	\$ 4,000.00
C.10	Exploratory Excavations	HR	3	\$ 1,300.00	\$ 3,900.00
C.11	Trenchless 2" PE Service Line	LF	660	\$ 110.00	\$ 72,600.00

#### **ARTICLE 6 - TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 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.

#### ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. Copy of Certificate of Residency, if bidding as a resident;
  - C. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions
  - D. DBE Good Faith Effort Documentation form
  - E. Bidders List (listing all entities, DBE or not, that submitted a quote to Bidder; see form)
  - F. EPA Form 6100-3 DBE Program Subcontractor Performance Form(s) (if using any DBEs)
  - G. EPA Form 6100-4—DBE Program Subcontractor Utilization Form (if using any DBEs)
  - H. List of Proposed Subcontractors;
  - I. List of Proposed Suppliers;
  - J. List of Project References;\*
  - K. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids; Contractor's License No.;\*
  - \* These items need to be provided only as requested in Article 3 and 12 of the Instructions to Bidders.

#### **ARTICLE 8 - DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

#### **ARTICLE 9 – BID SUBMITTAL**

BIDDER: [Indicate correct name of bidding entity]

Mon	tana Civil Contractors, Inc.	
Ву:	Bo 1 11	
[Signature]	A Succession of the succession	
[Printed name]	Robert Koch President	
	n, a limited liability company, a partnershi	p, or a joint venture, attach evidence
Attest: [Signature]		1 M 4
[Printed name]	Jennifer Koch	
Title:	Treasurer	
Submittal Date:	4/27/23	
Address for giving notic	es:	
N	ontana Civil Contractors, Inc.	
	O Box 1019	
	Belgrade, MT 59714	
Telephone Number:	406-388-1740	
Fax Number:	406-388-5105	
Contact Name and e-ma	ail address: Bob Koch - bobk@m	ontanacivil.com

#### LIST OF SUBCONTRACTORS AND SUPPLIERS

Upon request, the BIDDER shall List below the name and business address of each subcontractor who will perform Work under this Bid, and shall also list the portion of the Work which will be done by such subcontractor.

Subcontractor Name and Address:  Snith  Snith  Snith  Snith  Address:	- - -
Work to be Performed:	
	Percent of total Contract: 175
Subcontractor Name and Address:  Bar-T Electric  488 W North St  Powell, WY	- - -
Work to be Performed:	
	Percent of total Contract: 376
Subcontractor Name and Address:	- - -
Work to be Performed:	
	Percent of total Contract: 35%

this project.
Supplier Name and Address:  Missala ONCrete Construction  2012 Deschoops - N  Missaula MT 59 808
Materials to be Supplied: Precast buildings
Supplier Name and Address:  Russe   Industries  To 2 No. 14 Foster Rd
Cusper, WY
Materials to be Supplied:
Supplier Name and Address:  Rocky Mtw Prenix  Lander, WY
Materials to be Supplied: Aggregate
<del></del>

Upon request the BIDDER shall List below the name and business address of each Supplier who they intend on using for

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

#### INSTRUCTIONS FOR CERTIFICATION

HDR Project No. 10193520

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- 4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Montana Civil Contractrors, Inc.		
Organization Name		
Bob Koch-President		
Name and Title of Authorized Representative		-
Tool Sell	4/26/23	
Signature	Date	

#### DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

#### 1. GENERAL

This project includes federal financial assistance in the form of a Reimbursement Agreement Provision. Owner and Contractor/Bidder are required to make good faith efforts with adequate documentation to include disadvantaged business enterprises (DBEs) as subcontractors or suppliers on this project. More detailed regulations are published under 40 CFR Part 33.

#### 2. DBE CERTIFICATION

DBEs include minority business enterprises (MBEs) and women's business enterprises (WBEs). MBEs and WBEs must be certified as such in order to participate as a DBE. Certification can be through the Wyoming Department of Transportation (WYDOT) under its DBE program, through the Small Business Administration (SBA) under its 8(a) Business Development Program or its Small Disadvantaged Business (SDB) Program, or through other valid government or private organizations. Please see the attached list of WYDOT certified DBE firms, current as of the date shown. WYDOT maintains their list of certified DBE firms on the internet at

http://www.dot.state.wy.us/home/business\_with\_wydot/contractors/Disadvantaged\_Business\_En terprise.html. SBA maintains a database of certified firms at http://dsbs.sba.gov/dsbs/search/dsp\_dsbs.cfm.

#### 3. GOOD FAITH EFFORTS

Owner and Contractor/Bidder must make the following good faith efforts when soliciting contractors, subcontractors, or suppliers to procure construction, equipment, services, and supplies on this project:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

#### 4. FAIR SHARE OBJECTIVE

The Wyoming Reimbursement Agreement Provisions Program has negotiated the following DBE fair share objective percentages with the United States Environmental Protection Agency:

MBE: Construction 1.5%, Supplies 1.0%, Services 1.0%, Equipment 2.5%

HDR Project No. 10193520

WBE: Construction 2.5%, Supplies 2.5%, Services 1.5%, Equipment 5.0% These are goals, not quotas. The requirement is that Owner and Contractor/Bidder must make and document good faith efforts to solicit DBE participation.

#### 5. DOCUMENTATION FOR BIDDER TO SUBMIT WITH BID

- (a) Contractor/Bidder shall submit the DBE Good Faith Effort Documentation form (use the form provided). If requested, Bidder shall provide complete documentation for the Good Faith Efforts.
- (b) Contractor/Bidder shall submit its Bidders List with its bid, using the form provided. It shall include all entities that provided Contractor/Bidder a bid or quote on this project. It shall include both DBE and non-DBE bidders. Required information for each entity includes 1) entity's name and point of contact, 2) entity's mailing address, telephone number, and e-mail address, 3) procurement on which entity bid or quoted and when, and 4) entity's status as a MBE/WBE or non-MBE/WBE.
- (c) Contractor/Bidder shall have each DBE subcontractor/supplier it proposes to use complete EPA Form 6100–3—DBE Program Subcontractor Performance Form and shall include all completed forms as part of the bid or proposal package. This form is not needed if Contractor/Bidder has no DBE participation.
- (d) Contractor/Bidder shall complete and submit EPA Form 6100-4—DBE Program Subcontractor Utilization Form as part of the bid or proposal package. This form is not needed if Contractor/Bidder has no DBE participation.

#### 6. OTHER REQUIREMENTS AND INFORMATION

- (a) Contractor must pay its subcontractors for satisfactory performance no more than 30 days from Contractor's receipt of payment from Owner
- (b) Contractor must notify Owner in writing prior to any termination of a DBE subcontractor for Contractor's convenience. Owner must pass such notification along to the Wyoming Reimbursement Agreement Provisions program.
- (c) If a DBE subcontractor fails to complete work under the subcontract for any reason, Contractor must employ the six good faith efforts if soliciting a replacement subcontractor.
- (d) Contractor must employ the six good faith efforts even if Contractor has achieved its fair share objectives.
- (e) Contractor must provide EPA Form 6100–2—DBE Program Subcontractor Participation Form to all of its DBE subcontractors. EPA Form 6100–2 gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid and any other concerns the DBE subcontractor might have, for example reasons why the DBE subcontractor believes it was terminated by the prime contractor. DBE subcontractors may send completed copies of EPA Form 6100–2 directly to the appropriate EPA DBE Coordinator. The EPA DBE Coordinator is Veronica Parker, phone (202) 564-5347, email parker.veronica@epa.gov.
- (f) Copies of EPA Form 6100–2—DBE Program Subcontractor Participation Form, EPA Form 6100–3—DBE Program Subcontractor Performance Form, and EPA Form 6100–4—DBE Program Subcontractor Utilization Form may be obtained from EPA OSDBU's Home Page on the Internet or directly from EPA OSDBU. Copies of these forms are also attached to this contract.

(g) Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

#### **DBE Good Faith Effort Documentation**

Pro	Project: Lander High Pressure Water System Upgrades-Phase III Projects						
Bio	dder: Montana Civil Contractors, Inc.		Bid date:	4/27/23			
Bidder shall complete the checklist to certify that it has complied with the requirement to make good faith efforts to ensure that certified DBEs have the opportunity to compete for procurements funded by EPA financial assistance funds. Bidder shall make good faith efforts prior to submission of bid/proposal.							
1.	Did you ensure that DBEs are made aware of contracting opp through outreach and recruitment activities?	ortunities to the Yes	e fullest exte	nt practicable			
2.	Did you make information on forthcoming opportunities avair contracts and establish delivery schedules, where the requirer facilitates participation by DBEs in the competitive process?			encourages and			
	Did you consider in the contracting process whether firms co subcontract with DBEs? This will include dividing total requ into smaller tasks or quantities to permit maximum participat mpetitive process.	irements, when	economical				
	Did you consider contracting with a consortium of DBEs who these firms to handle individually?	en a contract is	too large for	one No			
	Did you use the services and assistance of the SBA and the Mency of the Department of Commerce?	finority Busines	ss Developm x Yes	nent No			
CERTIFICATION REGARDING DBE GOOD FAITH EFFORT							
Bidder certifies, by submission of this form that it has fulfilled the Good faith efforts required for this project. If requested, Bidder shall provide complete documentation for the Good Faith Efforts.							
	Jake Gestring- Project Engineer						
Na	ame and Title						
Sig	gnature Gostoney	<b>4/26/23</b> Date					

Project: _	Lander Water System Upgrades- Phase III
Owner: _	City of Lander
Bid Date:	4/27/23
quote on	or/Bidder should list itself first. Then list all entities that provided Contractor/Bidder a bid or this project. Include all subcontractors and suppliers, both DBE and non-DBE, regardless of you propose to use them. Add additional sheets as necessary.
Contact p Mailing a	entity name: Montana Civil Contractors, Inc. erson name: Bob Koch ddress: PO Box 1019 Belgrade, MT 59714 e: 406-388-1740 bobk@montanacivil.com
Work bid	: bid contract as primeMBEWBE _x_non-DBE
Contact p Mailing a Telephon E-mail: <b>k</b> y Work bid	entity name: DN Tanks erson name: Kyle Koebbe ddress: 10505 Corp. Drive, Suite 105B, Pleasant Prairie, WI e: 847-946-2063 yle.koebbe@dntanks.com : Tank SubMBEWBE _x_non-DBE
Contact p Mailing a Telephon E-mail: <b>p</b> Work bid	entity name: Patrick Construction erson name: Jeff Patrick ddress: PO Box 926, Lander, WY e: 307-332-6939 ci2@wyoming.com : HDD Boring SubMBEWBE _x_non-DBE
Contact p Mailing a Telephone E-mail: <i>n</i>	entity name: Boyle Electric erson name: Dave Boyle ddress:707 Garfield Lane, Lander, WY e: 307-332-8139 nichele@boyleelectric.net :Electrical Sub  MBE WBE * non-DBE

Project: Lander Water System Upgrades- Phase III
Owner: City of Lander
Bid Date: 4/27/23
Contractor/Bidder should list itself first. Then list all entities that provided Contractor/Bidder a bid o quote on this project. Include all subcontractors and suppliers, both DBE and non-DBE, regardless o whether you propose to use them. Add additional sheets as necessary.
Bidding entity name: 71 Construction  Contact person name: Dustin Welch  Mailing address: 820 Lough Drive, Riverton, WY 82501  Telephone: 307-856-7171  E-mail: dwelch@71construction.com  Work bid: bid contract as prime Hardscapes Sub  Status:MBEWBEx_non-DBE
Bidding entity name: Nix Construction Contact person name: Jon Nix Mailing address: 1893 E. Skyline Dr, Suite 203 S. Ogden, UT Telephone: 801-479-9000 E-mail: jonnix@chnix.com Work bid: Jack & Bore Sub Status: x MBE x WBEnon-DBE
Bidding entity name: <b>Douglas Exploration</b> Contact person name: <b>Randy Sober</b> Mailing address: <b>740 S. 4th St. Douglas, WY</b> Telephone: <b>307-358-3125</b> E-mail: <b>lee@douglasexploration.com</b> Work bid: <b>HDD Boring Sub</b> Status:MBEWBEx_non-DBE
Bidding entity name: HD Fowler Contact person name: Dave DeLange Mailing address: 401 E. Main St. Belgrade, MT Telephone: 406-388-1169 E-mail: davede@hdfowler.com Work bid: Pipe Supplier Status:MBEWBE _x_non-DBE

Project: Lander Water System Upgrades- Phase III
Owner: City of Lander
Bid Date: _4/27/23
Contractor/Bidder should list itself first. Then list all entities that provided Contractor/Bidder a bid or quote on this project. Include all subcontractors and suppliers, both DBE and non-DBE, regardless of whether you propose to use them. Add additional sheets as necessary.
Bidding entity name: Forterra  Contact person name: Shane Conley  Mailing address: 4310 Pendleton Dr, Rapid City, SD 57701  Felephone: 605-718-4111
E-mail: shane.conley@forterrabp.com Work bid: bid contract as prime-Precast Supplier Status:MBEWBE _x_non-DBE
Bidding entity name: <b>Russel Industries</b> Contact person name: <b>Tim McKinney</b> Mailing address: <b>702 Foster Rd, Casper, WY</b> Felephone: <b>307-265-9566</b>
E-mail: <b>tristan@russellpumps.com</b> Work bid: <b>Pump Supplier</b> Status:MBEWBE _ <u>x</u> non-DBE
Bidding entity name: <i>Missoula Concrete</i> Contact person name: <i>Dale Clouse</i> Mailing address: <i>P.O. Box 16086, Missoula, MT</i> Felephone: <i>406-549-9682</i> E-mail: <i>dclouse@missoulaconcrete.com</i>
Work bid: <b>Precast Building Sub</b> Status:MBEWBEx_non-DBE
Bidding entity name: <i>William H. Smith</i> Contact person name: Mailing address: 155 N 1st St. Ste, A, Lander, WY Felephone: 307-335-5646
E-mail: aryan@whsmithpc.com Work bid:Onsite Testing Sub Status: MBE WBE * non-DBE
Julius, Julius Tiple "NOII-PDL

Project: Lander Water System Upgrades- Phase III
Owner:City of Lander
Bid Date: _4/27/23
Contractor/Bidder should list itself first. Then list all entities that provided Contractor/Bidder a bid or quote on this project. Include all subcontractors and suppliers, both DBE and non-DBE, regardless of whether you propose to use them. Add additional sheets as necessary.
Bidding entity name: Craftco Contact person name: Seth Schwabauer Mailing address: 680 Airfield Lane, Sheridan, WY Telephone: 307-672-9220 E-mail: sschwabauer@craftco.com Work bid: bid contract as prime Misc. Metals Status:MBEWBEx_non-DBE
Bidding entity name: Denver Industrial Pumps, Inc. Contact person name: Mark Hibl Mailing address: 15165 W. 44th Ave Golden, CO 80403 Telephone: 303-233-9255 E-mail: markh@pumpandprocesssolutions.com Work bid: Pump Supplier Status:MBEWBE _x_non-DBE
Bidding entity name: <i>ECI</i> , <i>Inc</i> Contact person name: <i>Casey Hoskinson</i> Mailing address: <i>PO Box 1375 Glenrock</i> , <i>WY</i> Telephone: <i>307-258-8024</i> E-mail: <i>choskinson@eciwyo.com</i> Work bid: <i>Electrical Sub</i> Status:MBEWBE _x_non-DBE
Bidding entity name: Rocky Mountain Reclamation Contact person name: Kelin Burke Mailing address: PO Box 1695 Telephone: 307-745-5253 E-mail: kelinb@reveg.us Work bid: Seeding Sub Status:MBEWBE _x_non-DBE

Project: Lander M	/ater System Upgrades- Phase III
Owner: City of L	ander
Bid Date: 4/27/23	
quote on this project.	ould list itself first. Then list all entities that provided Contractor/Bidder a bid or Include all subcontractors and suppliers, both DBE and non-DBE, regardless of to use them. Add additional sheets as necessary.
Contact person name Mailing address: <i>PO</i> Telephone: <i>307-23</i> E-mail: <i>casey.an</i> Work bid: bid contra	Box 1019 Belgrade, MT 59714
Bidding entity name: Contact person name Mailing address: 105 Telephone: 406-252 E-mail: tcross@nor Work bid: Pipe Sup	NorthWest Pipe Fittings Tait Cross 05 Corp. Drive, Suite 105B, Pleasant Prairie, WI -0142 thwestpipe.com
Bidding entity name: Contact person name Mailing address: <b>PO</b> I Telephone: <b>307-235-</b> E-mail: <b>rbooth@da</b> Work bid: <b>Pipe Sup</b>	Dana Kepner Co Robert Booth Box 926, Lander, WY 1300 nakepner.com
Telephone: 307-332 E-mail: michele@b Work bid:Electrical	: Dave Boyle Garfield Lane, Lander, WY -8139 oyleelectric.net

Project: Lander Water System Upgrades- Phase III
Owner: City of Lander
Bid Date: 4/27/23
Contractor/Bidder should list itself first. Then list all entities that provided Contractor/Bidder a bid or quote on this project. Include all subcontractors and suppliers, both DBE and non-DBE, regardless of whether you propose to use them. Add additional sheets as necessary.
Bidding entity name: Wind River Fence Contact person name: Tyson Sollars Mailing address: Tyson Sollars Telephone: 307-349-3542 E-mail: windriverfence@gmail.com Work bid: bid contract as prime Fencing Status:MBEWBE _x_non-DBE
Bidding entity name: <i>Preload</i> Contact person name: <i>Tom Kleppe</i> Mailing address: 135 Engineers Road, Ste. 120, Hauppauge, NY 11788 Telephone: 407-739-3978 E-mail: tkleppe@reload.com Work bid: Tank Status:MBEWBE _x_non-DBE
Bidding entity name: Mike Coleman Construction Contact person name: Mike Coleman Mailing address: PO Box 1188, Dillon, MT 59725 Telephone: 406-683-3489 E-mail: mcolemanconstruction@gmail.com Work bid: Jack and Bore Status:MBEWBE _x_non-DBE
Bidding entity name: Contact person name: Mailing address: Telephone: E-mail: Work bid: Status:MBEWBEnon-DBE

Project: Lander Water System Upgrades- Phase III
Owner: City of Lander
Bid Date: 4/27/23
Contractor/Bidder should list itself first. Then list all entities that provided Contractor/Bidder a bid or quote on this project. Include all subcontractors and suppliers, both DBE and non-DBE, regardless of whether you propose to use them. Add additional sheets as necessary.
Bidding entity name: Contact person name: Mailing address: Telephone: E-mail: Work bid: bid contract as prime Status:MBENon-DBE
Bidding entity name: Contact person name: Mailing address: Telephone: E-mail: Work bid: Status:MBEWBEnon-DBE
Bidding entity name: Contact person name: Mailing address: Telephone: E-mail: Work bid: Status:MBEWBEnon-DBE
Bidding entity name: Contact person name: Mailing address: Telephone: E-mail: Work bid: Status:MBEWBEnon-DBE



Subcontractor Name

Bid/ Proposal No.

OMB Control No: 2090-0030 Approved: 8/13/2013 Approval Expires: 8/31/2015

## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

Point of Contact

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Assistance Agreement ID No. (if known)

**Project Name** 

Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	
Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies		Amount Received by Prime Contractor

EPA FORM 6100-2 (DBE Subcontractor Participation Form)

<sup>&</sup>lt;sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>&</sup>lt;sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

se use the space below to report any concerns regarding the above EPA-funded project:		
Subcontractor Signature	Print Name	
Subcontractor Signature	Print Name	

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name		
Bid/ Proposal No.	Assistance Agreement ID No. (if known) Point of		Point of Contact	
Address			<u> </u>	
Telephone No.		Email Address		n, man an da
Prime Contractor Name	441774	Issuing/Fundir	ng Entity:	
Contract Item Number		ork Submitted to the Pr tion, Services , Equipm		Price of Work Submitted to the Prime Contractor
DBE Certified By: DOT	SBA	Meets/ exceeds EPA o		ds?
Other:		YESNO	Unknown	

#### EPA FORM 6100-3 (DBE Subcontractor Performance Form)

<sup>&</sup>lt;sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>&</sup>lt;sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name		
Title	Date		

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EPA FORM 6100-3 (DBE Subcontractor Performance Form)

4/24/2023

Addendum 2



## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name			
Bid/ Proposal No.	Assistance Agreement ID	No. (if known)	Point of Cont	act	
Address	<u></u>				
Telephone No.		Email Address			
Issuing/Funding Entity:					
have identified potential DBE ertified subcontractors		YES		NO	
If yes, please complete the tab	le below. If no, please expla	nin:			
Colombia Name (	C Add	/ Dt / C	#1 T	D-II	- C
Subcontractor Name/ Company Name	Company Addre	ss/ Phone/ Ema	11 13	st. Dollar Amt	Currently DBE Certified?
			1		

#### EPA FORM 6100-4 (DBE Subcontractor Utilization Form)

<sup>&</sup>lt;sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>&</sup>lt;sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



#### Disadvantaged Business Enterprise (DBE) Program **DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name		
Title	Date		

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

#### **BID BOND**

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

BIDDER (Name and Address): Montana Civil Contractors, Inc.		ATT - F 0 7 1 A
62 Skyway Blvd., PO Box 1019, Belg	rade, I	MT 59714
SURETY (Name, and Address of Principal Place of Busi Western Surety Company 151 N. Franklin Street, Chicago,		506
OWNER <i>(Name and Address)</i> : City of Lander 240 Lincoln Street Lander, WY 82520		
BID  Bid Due Detect 4 (07 (0002)		
Bid Due Date: 4/27/2023		
Description (Project Name— Include Location):		
Lander High Pressure Water System Upgrades –	Phase III	Projects – Tank and Pump Station
BOND Bond Number: Bid Bond Date: 4/19/2023 Penal sum Five Percent of Amount (Words)	Bid	\$ 5% (Figures)
Surety and Bidder, intending to be legally bound here	eby, subje	
cause this Bid Bond to be duly executed by an author		
BIDDER	SURETY	32. W
Montana Civil Contractors, Inc (Seal)		
Bidder's Name and Corporate Seal	Surety's	Name and Corporate Seal
By: Signature	By:	Signature (Attach Power of Attorney)
ROBERT KOCH		
Print Name	-	Carly Schneidenbach Print Name
		Time Nume
President	_	Attorney-in-Fact
Title		Title
Attest: A	_Attest:	Man Eltoth
Signature Jennio Kuch		Signature Ryan Elliott
Title CPO		Title Montana Agent

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.

## Western Surety Company

#### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

#### Carly Schneidenbach, Individually

of, Bozeman, MT, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

Surety Bond No.: Bid Bond

Principal: Montana Civil Contractors, Inc.

Obligee: City of Lander

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of June, 2021.

WESTERN SURETY COMPANY

Paul T Rrutlat Vice President

State of South Dakota
County of Minnehaha

On this 16th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT
MOTARY PUBLIC
SOUTH DAKOTA

M. Bent Notary Public

#### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of April, 2023.



WESTERN SURETY COMPANY

C. Nelson, Assistant Secretar

Form F4280-7-2012

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



#### **Wyoming Secretary of State**

2020 Carey Avenue Suite 700 Cheyenne, WY 82002-0020 Ph. 307-777-7311

#### For Office Use Only

Karen Wheeler, WY Dep Sec of State FILED: Feb 28 2018 1:44PM Original ID: 2018-000791413

# Profit Corporation Articles of Incorporation

I. The name of the corporation is:

Montana Civil Contractors, Inc.

II. The name and physical address of the registered agent of the corporation is:

Mountain Business Center, LLC 690 S Hwy 89 Ste 200 Jackson, WY 83001

III. The mailing address of the corporation is:

PO Box 1019 Belgrade, MT 59714

IV. The principal office address of the corporation is:

PO Box 1019 Belgrade, MT 59714

V. The number, par value, and class of shares the corporation will have the authority to issue are:

Number of Common Shares: 50,000

Common Par Value: \$1.0000

Number of Preferred Shares:

Preferred Par Value:

\$0.0000

VI. The name and address of each incorporator is as follows:

Robert Koch PO Box 1019, Belgrade, MT 59714

Signature:

Jonathan B Bextel

Date: 02/28/2018

Print Name:

Jonathan B Bextel

Title:

Registered agent

Email:

jonathan@mountainbusinesscenter.com

Daytime Phone #:

(307) 739-3940

#### **Wyoming Secretary of State**



2020 Carey Avenue Suite 700 Cheyenne, WY 82002-0020 Ph. 307-777-7311

		m authorized to file these documents on behalf of the I am submitting is true and correct to the best of my				
	I am filing in accordance with the provisions of the Wyoming Business Corporation Act, (W.S. 17-16-101 through 17-16-1804) and Registered Offices and Agents Act (W.S. 17-28-101 through 17-28-111).					
	at the information submitted electronically by m d with the Wyoming Secretary of State.	ne will be used to generate Articles of Incorporation				
✓ I intend and ag filing.	ree that the electronic submission of the inform	ation set forth herein constitutes my signature for this				
✓ I have conduct	ed the appropriate name searches to ensure co	ompliance with W.S. 17-16-401.				
	penalty of perjury, that I have received actual, eo add them to this business filing: Robert Koch	express permission from each of the following				
Notice	Regarding False Filings: Filing a false docu prosecution pursuant to					
W.S. 6-5-3	308. Penalty for filing false document.					
of not mor	on commits a felony punishable by imprison te than two thousand dollars (\$2,000.00), or lly or knowingly:	nment for not more than two (2) years, a fine both, if he files with the secretary of state				
(i) Falsifie	s, conceals or covers up by any trick, schen	ne or device a material fact;				
(ii) Makes	any materially false, fictitious or fraudulen	t statement or representation; or				
, ,	s or uses any false writing or document kno tious or fraudulent statement or entry.	wing the same to contain any materially				
✓ I acknowledge	having read W.S. 6-5-308.					
Filer is: 🗸 Ar	Individual An Organization					
Filer Information By submitting the Incorporation.		ic filing as legal submission of my Articles of				
Signature:	Jonathan B Bextel	Date: 02/28/2018				
Print Name:	Jonathan B Bextel					
Title:	Registered agent					
Email:	jonathan@mountainbusinesscenter.com					
Daytime Phone #:	(307) 739-3940					



**Wyoming Secretary of State** 

2020 Carey Avenue Suite 700 Cheyenne, WY 82002-0020 Ph. 307-777-7311

#### **Consent to Appointment by Registered Agent**

Mountain Business Center, LLC, whose registered office is located at 690 S Hwy 89 Ste 200, Jackson, WY 83001, voluntarily consented to serve as the registered agent for Montana Civil Contractors, Inc. and has certified they are in compliance with the requirements of W.S. 17-28-101 through W.S. 17-28-111.

I have obtained a signed and dated statement by the registered agent in which they voluntarily consent to appointment for this entity.

Signature:

Jonathan B Bextel

Date: 02/28/2018

Print Name:

Jonathan B Bextel

Title:

Registered agent

Email:

jonathan@mountainbusinesscenter.com

Daytime Phone #:

(307) 739-3940

## STATE OF WYOMING Office of the Secretary of State

I, KAREN L. WHEELER, Acting Secretary of State of the State of Wyoming, do hereby certify that the filing requirements for the issuance of this certificate have been fulfilled.

#### CERTIFICATE OF INCORPORATION

Montana Civil Contractors, Inc.

I have affixed hereto the Great Seal of the State of Wyoming and duly executed this official certificate at Cheyenne, Wyoming on this **28th** day of **February**, **2018** at **1:44 PM**.

Remainder intentionally left blank.

Filed Date: 02/28/2018

Acting Secretary of State

Filed Online By:

Jonathan B Bextel

on 02/28/2018