

Askin Construction

**SECTION 00300
BID FORM**

PROJECT IDENTIFICATION:

LONDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK
Billings, MT

CONTRACT IDENTIFICATION AND NUMBER:

N/A

THIS BID SUBMITTED TO:

City of Billings Montana
City Clerk
210 North 27th Street
Billings, Montana 59101

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

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

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

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

Addendum No. Addendum Date

# 1	12/12/2023
# 2	01/11/2024
Memo #1	01/15/24

To: All bidders of record.
Project: LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK
Date: 12/13/23
From: Michael Verseman, Project Manager, Land Design Inc.

Addendum # 1

The following changes shall be noted by all interested bidders and shall be made part of the Contract Plans and Specifications. A signed original or facsimile photocopy of this Addendum will be acceptable to include with the bid documents.

MODIFICATIONS – SECTION 00100 INVITATION TO BID: Addendum modifies the bid opening date to January 16th 2024. Paragraph 1 of the invitation to bid is modified to read as follows:

“Separate sealed bids for the construction of LANDON’S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK will be received by the City of Billings City Clerk, 210 N. 27th Street, Billings, MT 59101 or P.O. Box 1178, Billings, MT 59103 until 2:00 p.m. local time on Tuesday, **January 16th 2024**, and then publicly opened and read aloud via Facebook Live on the City’s Facebook page: <https://www.facebook.com/Billings-MT-City-Government-74352842013/>. No hand delivered bids will be accepted. Bid tabulations will be posted for public viewing after the bids have been opened.”

End of Addendum # 1

This Addendum No. 1 is hereby acknowledged this 13th day of December, 2023

By: _____






To: All bidders of record.
Project: LONDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK
Date: 01/11/24
From: Michael Verseman, Project Manager, Land Design Inc.

Addendum # 2

The following changes shall be noted by all interested bidders and shall be made part of the Contract Plans and Specifications. A signed original or facsimile photocopy of this Addendum will be acceptable to include with the bid documents.

MODIFICATIONS – SECTION 00100 INVITATION TO BID: Hand delivered bids will be accepted at the City Clerk’s office. Paragraph 1 of the invitation to bid is modified to read as follows:

“Separate sealed bids for the construction of LONDON’S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK will be received by the City of Billings City Clerk, 210 N. 27th Street, Billings, MT 59101 or P.O. Box 1178, Billings, MT 59103 until 2:00 p.m. local time on Tuesday, January 16th, 2024, and then publicly opened and read aloud via Facebook Live on the City’s Facebook page: https://www.facebook.com/Billings-MT-City-Government-74352842013/. Bid tabulations will be posted for public viewing after the bids have been opened.”

MODIFICATIONS – SECTION 01030 SPECIAL PROVISIONS – SECTION 4.J: Item 112 of the Special Provisions is modified to read as follows:

“Item 112 – Site drainage. Install playground drainage sleeving per drawing C4.0.”

ADDITIONS – SECTION 01030 SPECIAL PROVISIONS – SECTION 4.A: Adds engineering review fee of \$1,000.00 to Item 101 of the Special Provisions. Item 101 is modified to read as follows:

“Item 101 – General Conditions: This item consists of coordination and scheduling, field engineering, submittals, quality control plan; quality control testing and surveying; construction of temporary facilities; site safety; product shipment, handling, storage, and protection; manufacturer’s services and operation and maintenance manuals; mobilization; record drawings; final cleanup; demobilization; and contract closeout. All required taxes, bonds, and insurance, permit license applications, notices, renewals and terminations, including all associated fees are included in this bid item. An engineering permit fee of \$1,000.00 for permit # ENG-23-05201 is included in this bid item to be paid by the contractor.”

End of Addendum # 2

This Addendum No. 2 is hereby acknowledged this 11th day of January, 2024.

By: [Signature]



Billings Builders Exchange <bbx@billingsplanroom.com>

Landon's Inclusive Playground and Phase II Parking Lot Poly Vista Park Clarification of Bid Requirement

1 message

Steve Lutke <steve@ldinc.net>
To: Steve Lutke <steve@ldinc.net>
Cc: Michael Verseman <michael@ldinc.net>

Mon, Jan 15, 2024 at 11:27 AM

Memo #1 dated 1/15/24

To all bidders of record,

We have received some questions about Contract Document Requirements.

For a bid to be eligible, Bidders must be on the Official Plan Holders List. To be added to the Official Plan Holders List, Bidders must purchase an official set of contract documents prior to bid submission.

From SECTION 00100 INVITATION TO BID:

"The contract documents consisting of Drawings and Project Manual may be examined or obtained at the office of Land Design Inc., [1670 South 48th Street West, Billings, MT 59106](#) in accordance with Article 2.01 of Instructions To Bidders. Required deposit is \$100.00 per set, which is not refundable. Per article 13.13 of the City of Billings Standard Modifications to the Montana Public Works Standard Specifications Sixth Edition - Instructions to Bidders, "Bidders must be on the official plan holders list and must purchase contract documents." Please call ahead to arrange a pickup time (406)-655-3550. Provide 2 hours advance notice minimum."

Please contact me if you have any questions.

Thank you for your interest.

Steve Lutke

Field Supervisor

[Handwritten Signature] *1/15/24*

406.655.3550

LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK
BILLINGS, MT
BID DOCUMENTS

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work

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

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

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

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

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

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

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

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

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner. The Bidder certifies that no official of the Owner, Engineer or any member of such official's immediate family, has direct or indirect interest in the pecuniary profits or Contracts of the Bidder.

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

- A. Unit prices have been computed in accordance with paragraph 11.03.B of the General conditions.
- B. The Owner reserves the right to reject any or all Bids
- C. The Project is separated into a Base Bid and Additive Alternates. Bidders must bid on Base bid and all Alternates to be considered responsive. Owner will award, to the same contractor, the Base Bid and combination of Additive Alternates which will be in the best interest of the Owner, to be awarded as a single contract. Bid form line items are inclusive of all incidentals, labor, and materials not specifically listed to complete the work according to the Construction Documents.
- D. Bidder is responsible for calculating bid quantities based on the drawings. Provided quantities in are given for bidding reference only.

LONDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT
 POLY VISTA PARK

BASE BID

Item #	Description	Bid Qty.	Unit	Total price
101	General Conditions	1	LS	\$62,500.00

PARKING LOT – BPR Scope

Item #	Description	Bid Qty.	Unit	Total price
102	Gravel Demo	1	LS	\$11,500.00
103	Earthwork & Site Prep	1	LS	\$70,000.00
104	Curbing	1	LS	\$17,000.00
105	Asphalt Paving	1	LS	\$100,000.00
106	Irrigation	1	LS	\$12,000.00
107	Landscaping	1	LS	\$6,500.00
108	Seeding	1	LS	\$7,000.00

Total – Parking Lot Bid - \$	\$224,000.00
	Figures

PLAYGROUND – BPR Scope

Item #	Description	Bid Qty.	Unit	Total price
109	General Tree Removal & Site Demo	1	LS	\$24,000.00
110	Earthwork & Site Prep	1	LS	\$130,000.00
111	Sanitary Sewer Extension	1	LS	\$14,000.00
112	Site Drainage	1	LS	\$6,500.00
113	Concrete Paving	1	LS	\$58,000.00
114	Retaining Wall	1	LS	\$41,000.00
115	Landscaping	1	LS	\$42,000.00
116	Irrigation	1	LS	\$99,000.00
117	Turf- Sod Installation	1	LS	\$5,500.00
118	Turf- Seeding	1	LS	\$10,000.00

Total – Playground Bid - \$	\$430,000.00
	Figures

LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK
BILLINGS, MT
BID DOCUMENTS

Total – Base Bid - \$	\$716,500.00
	Figures

ADD ALTERNATE # 1 - Parking lot landscaping

Item #	Description	Bid Qty.	Unit	Total price
201	Landscaping – Parking lot	1	LS	\$28,000.00
202	Irrigation – Parking lot	1	LS	\$2,500.00
Total – Add Alternate 1 - \$				\$30,500.00
				Figures

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

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

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

- A. Required Bid security in the amount of 10% of the maximum Bid price including alternates, if any, and in the form of a Bid Bond identified in the Instructions To Bidders.
- B. The Owner may request evidence of the CONTRACTOR'S qualifications. Within 5 Days of OWNER'S request the BIDDER shall submit written evidence, such as financial data, previous experience of CONTRACTOR or subcontractor in performing comparable work, and present commitments.

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

LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK
BILLINGS, MT
BID DOCUMENTS

SUBMITTED on , January 16th, 2024 _____

Montana Contractor's Registration # (if any) 232221

Employer's Tax ID No. 6605426-004-CGR

If BIDDER is:

An Individual:

(Name typed or printed)

By: _____

(Individual's Signature)

Doing business as: _____

Business Address: _____

Phone No.: _____ FAX No: _____

A Partnership:

(Partnership Name)

By: _____

(Signature)

(Name, typed or printed)

Business Address: _____

Phone No.: _____ FAX No: _____

LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK
BILLINGS, MT
BID DOCUMENTS

A Corporation: Askin Construction LLC

(Corporation Name)

State of Incorporation: Montana

Type: Limited Liability

(General Business, Professional, Service, Limited Liability)

By: 

(Signature of authorized personnel)

Title: General Manager

Attest: 

(Signature)

Business Address: 3300 2nd Ave N. Suite # 3 Billings, MT 59101

Phone No.: 406-702-1097 FAX No: 406-702-1024

Date of Qualification To Do Business Is: 3/17/2017

(Corporate Seal)

A Joint Venture: Each Joint Venture Must Sign

Joint Venturer Name:

(Name)

By:

(Signature of Joint Venture Partner)

Name:

(Name, printed or typed)

Business Address:

Phone No.: _____ FAX No: _____

Address of Joint Venture for Receipt of Official Communication:
Address:

Phone No.: _____ FAX No: _____

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

END OF SECTION

BID BOND

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

BIDDER (Name and Address):

Askin Construction, LLC
3300 2nd Ave N, Ste 3
Billings, MT 59101-1863

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

American Alternative Insurance Corporation
555 College Road East
Princeton, NJ 08543

OWNER (Name and Address):

City of Billings
210 North 27th Street, P.O. Box 1178

Billings, MT 59103
BID

Bid Due Date: 1/16/2024

Description (Project Name— Include Location): Landons's Inclusive Playground and Phase II Parking Lot Poly Vista Park, Billings, MT

BOND

Bond Number: 001

Date: 12/13/2023

Penal sum	<u>Ten Percent of the Total Amount Bid</u>	\$	<u>10%</u>
	(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

Askin Construction, LLC (Seal)
Bidder's Name and Corporate Seal

American Alternative Insurance Corporation (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature

By: [Signature]
Signature (Attach Power of Attorney)

Dennis Ross
Print Name

John D. Leaf
Print Name

General Manager
Title

Attorney-In-Fact
Title

Attest: Jana Erickson
Signature
Project Coordinator
Title

Attest: Kimberly Hodson
Signature
Kimberly Hodson
Title Bond Clerical

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.

CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Jon Tierney; John D. Leaf; Gary Paladichuk; Chris Jermunson; Brooke A. Garness; Kimberly Hodson; Sharresa Drahos; Kristin A. Piccioni; Jamie M. Roe; Jarren Komac; Casey Caywood; Amy Steinmetz; Nathan Oakley; Robert C Pfennigs; and Blaine D. Martin

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000). Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary. This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.



By: Michael G. Kerner, President
Attest: Ignacio Rivera, Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



Jillian Sanfilippo, Notary Public, State of New Jersey, My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

- 1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

- 4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 13th day of December 2023.



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera (Sep 24, 2021 16:06 EDT)
Ignacio Rivera
Deputy General Counsel & Secretary