

Cayton Excavation

**ION 00300
BID FORM**

PROJECT IDENTIFICATION:

LANDON'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
Addenda 1	12/12/23
Addenda 2	1/11/24
Memo M1	1/15/24

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 16 day of January, 2024.

By: 





To: All bidders of record.
Project: LANDON'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 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/>. 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 16 day of January, 2024.

By: 



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	25,770.00

PARKING LOT – BPR Scope

Item #	Description	Bid Qty.	Unit	Total price
102	Gravel Demo	1	LS	2,488.00
103	Earthwork & Site Prep	1	LS	28,015.00
104	Curbing	1	LS	22,961.00
105	Asphalt Paving	1	LS	101,032.00
106	Irrigation	1	LS	11,576.00
107	Landscaping	1	LS	6,217.00
108	Seeding	1	LS	6,766.00

Total – Parking Lot Bid - \$ **204,825.00**

Figures

PLAYGROUND – BPR Scope

Item #	Description	Bid Qty.	Unit	Total price
109	General Tree Removal & Site Demo	1	LS	8,095.00
110	Earthwork & Site Prep	1	LS	50,256.00
111	Sanitary Sewer Extension	1	LS	7,274.00
112	Site Drainage	1	LS	4,751.00
113	Concrete Paving	1	LS	74,481.00
114	Retaining Wall	1	LS	39,265.00
115	Landscaping	1	LS	40,832.00
116	Irrigation	1	LS	94,150.00
117	Turf- Sod Installation	1	LS	5,132.00
118	Turf- Seeding	1	LS	9,636.00

Total – Playground Bid - \$ **333,872.00**

Figures

Total – Base Bid - \$ **538,697.00**

Figures

ADD ALTERNATE # 1 - Parking lot landscaping

Item #	Description	Bid Qty.	Unit	Total price
201	Landscaping – Parking lot	1	LS	26,516.00
202	Irrigation – Parking lot	1	LS	2,248.00

Total – Add Alternate 1 - \$ **28,764.00**

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.

SUBMITTED on , January 16, 2024

Montana Contractor's Registration # (if any) 150267

Employer's Tax ID No. 20-2475472

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: _____

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):

Cayton Excavation, Inc.
PO Box 80693, Billings, MT 59108

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

Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street, Suite 800 , Kansas City, MO 64105

OWNER (Name and Address):

City of Billings
PO Box 1178, Billings, MT 59103

BID

Bid Due Date: January 16, 2024

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

BOND

Bond Number: Bid Bond

Date (Not earlier than Bid due date): January 16, 2024

Penal sum Ten Percent of Amount Bid \$ 10%
(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

Cayton Excavation, Inc. (Seal)

Bidder's Name and Corporate Seal

By:

Signature (Handwritten signature)

Print Name: Carmen A. Cayton

Title: President

Attest:

Signature (Handwritten signature)

Title: Project Manager

SURETY

Swiss Re Corporate Solutions America Insurance Corporation (Seal)

Surety's Name and Corporate Seal

By:

Signature (Handwritten signature)

Signature (Attach Power of Attorney)

Print Name: Naomi Gerber

Title: Attorney-in-Fact



Attest:

Signature (Handwritten signature)

Signature: Deb Zimbelman

Witness

Title: Surety Phone No.

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint: Naomi Gerber

Principal: Cayton Excavation, Inc.
Obligee: City of Billings
Bond Description: Landon's Inclusive Playground and Phase II Parking Lot, Poly Vista Park, Billings, Montana
Bond Number: Bid Bond
Bond Amount: See Bond Form

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 9th of May 2012:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC

By [Signature]
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC

IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10TH day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation

On this 10TH day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 16th day of January, 20 24.

[Signature]
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC