

W.O. 23-33

BID SUBMITTAL PACKAGE

Grandview Park Irrigation System Replacement

BID SUBMITTED BY:

B & T PC DBA Lawn Ranger

THESE DOCUMENTS MUST BE EXECUTED FOR BID

- BID FORM (COMPLETED)**
- ADDENDUMS (ACKNOWLEDGED IN BID FORM)**
- 10% BID SECURITY (ENCLOSED)**
- UNIT PRICES PER SP-44 (COMPLETED)**
- QUALIFICATIONS PER SP-45 (COMPLETED)**

- Bids submitted via email shall have the **bid bond** scanned and included with the bid. Emailed bids should be sent to bids@billingsmt.gov
- Bids submitted via mail shall have any of the bid securities included. Mailed bids should be sent to City of Billings, PO Box 1178, Billings, MT 59103.
- Bids submitted via hand delivery shall have any of the bid securities included. Hand delivered bids should be delivered to City of Billings at the Office of the City Clerk, 210 N. 27th Street, Billings, MT 59101.

W.O. 23-33

GRANDVIEW PARK IRRIGATION
SYSTEM REPLACEMENT

Section 00300 – 6th Edition
BID FORM SUBMITTAL

COVER PAGE

SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

W.O. 23-33 Grandview Park Irrigation System Replacement

(Name of Project)

2902 Elevation Ave.
Billings, Montana 59101

(Location)

CONTRACT IDENTIFICATION AND NUMBER:

W.O. 23-33 Grandview Park Irrigation System Replacement

THIS BID SUBMITTED TO:

City of Billings
bids@billingsmt.gov

or

City of Billings
P.O. Box 1178
Billings, MT 59103

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.

1

Addendum Date

3/12/24

The Bidder certifies that no official of the Owner, Engineer/Architect or any member of such officials 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):

LUMP SUM BID

Base Bid:

TOTAL LUMP SUM BID PRICE \$ 695,200.00
(Figures)

TOTAL LUMP SUM BID PRICE SIX HUNDRED NINETY FIVE THOUSAND TWO HUNDRED DOLLARS
(Words)

Alternate No. 1: HDPE Supply Line

TOTAL LUMP SUM BID PRICE \$ 27,500.00
(Figures)

TOTAL LUMP SUM BID PRICE TWENTY SEVEN THOUSAND FIVE HUNDRED DOLLARS ^{NO/00}
(Words)

A. Lump Sum Prices have been computed in accordance with 11.01 of the General Conditions.

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

6.01 Bidder agrees that the Work will be substantially completed and competed 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 identified in the Instructions To Bidders.

B. Unit Prices, See Special Provisions.

C. Irrigation Contractor Qualifications, see Special Provisions.

A Corporation: R&T PC DBA LAWN RANGEIZ
(Corporation Name)

State of Incorporation: MONTANA

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

By: [Signature]
(Signature of person authorized to sign)

Title: MANAGER/OWNER

Attest: _____
(Signature)

Business Address: PO BOX 22434

Phone No.: 406-690-5066 FAX No: _____

Date of Qualification To Do Business Is: 3/15/1995

(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)

Title: _____

Business Address: _____

Phone No.: _____ FAX No: _____

UNIT	ITEM DESCRIPTION	UNIT COST
SF	TRENCH RESTORATION WITH SEED	
EA	6504 SERIES ROTOR WITH SWING JOINT	
EA	AIR RELIEF VALVE AS DETAILED	
EA	3" ISOLATION VALVE AS DETAILED	
EA	MAINLINE DRAIN VALVE AS DETAILED	
EA	44 NP QUICK COUPLING VALVE AS DETAILED	
EA	1" ELECTRIC CONTROL VALVE AS DETAILED	
EA	1-1/2" ELECTRIC CONTROL VALVE AS DETAILED	
EA	2" ELECTRIC CONTROL VALVE AS DETAILED	
EA	1-1/2" MASTER VALVE WITH 1-1/2" FLOW SENSOR AND GATE VALVE ASSEMBLY AS DETAILED.	
EA	60 STATION SATELLITE CONTROLLER INSTALLED AS DETAILED	
EA	RAIN SENSOR AS SPECIFIED	
EA	GROUNDING GRID AS DETAILED	
LF	3" CL 200 PVC MAINLINE PIPE	
LF	3" CL 200 PVC LATERAL PIPE	
LF	2" CL 200 PVC LATERAL PIPE	
LF	1-1/2" CL 200 PVC LATERAL PIPE	
LF	1" CL 200 PVC LATERAL PIPE	
LF	6" SCH 40 PVC SLEEVE	
LF	4" SCH 40 PVC SLEEVE	
LF	3" SCH 40 PVC SLEEVE	
LF	2-WIRE COMMUNICATIONS CABLE IN CONDUIT	
EA	IVM-SOL INSTALLED	
EA	IVM-OUT INSTALLED	
EA	IVM-SEN INSTALLED	
EA	IVM-SD INSTALLED WITH GROUND ROD	
LF	1" SCH 40 PVC CONDUIT	
LF	1-1/2" SCH 40 PVC CONDUIT	
LF	2" SCH 40 PVC CONDUIT	
LS	PREFABRICATED PUMP STATION AS SPECIFIED	
LS	DEMO AND REMOVAL OF EXISTING CONCRETE VAULT AT PUMP STATION	
LS	PROJECT SIGN	
LS	ELECTRICAL UPGRADES AND ROUTING TO PUMP STATION	

LF	BORING FOR 6" SLEEVE	
LF	1" CONDUIT UNDER ROAD	
LF	BORING FOR 6" HDPE PIPE	
LF	6" HDPE FUSED PIPE	
LF	BORING IN ROCK	

SP-45 IRRIGATION CONTRACTOR QUALIFICATIONS

Time is of the essence of this project. Additionally, the project must be completed according to the contract documents and the best current trade practices. Any Contractor proposing to do work on the irrigation system will be required to submit documentation and evidence of successful completion of irrigation construction experience similar in size and scope. **General Contractors are required to submit the following information as it relates to their sub-contractors with their Bid.** The same requirements apply if the General Contractor is performing the work themselves. Information for each trade shall be separate from other trades.

The Owner shall determine which bidders are responsible in accordance with the submitted Contractor Qualifications. The contract shall be awarded to the lowest responsible bidder whose bid meets the requirements of this section.

The Owner reserves the right to reject bid submissions, if it is determined that a contractor is not qualified to perform the work. Bidders shall complete this form, and return it with their sealed bid for review by the City.

A. Provide contact information for the irrigation contractor/sub-contractor.

Legal Name of Business:			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			

B. Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for current year (2023):	

Estimate of revenue for the prior year (2022):	
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C. Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:		
As a general contractor:	As a joint venturer:	
Has the Business:		
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Provide full details in a separate attachment if the response to any of these questions is Yes.		

D. Provide information regarding public contracts currently under construction or completed within the past five years.

Project Name:	Contract Value:
Project Owner:	
Address:	
Telephone:	
Was contract completed within the contract time frame? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Were liquidated damages assessed? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Project Name:	Contract Value:
Project Owner:	
Address:	
Telephone:	
Was contract completed within the contract time frame? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Were liquidated damages assessed? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Project Name:	Contract Value:
Project Owner:	
Address:	

Telephone:
Was contract completed within the contract time frame? <input type="checkbox"/> Yes <input type="checkbox"/> No
Were liquidated damages assessed? <input type="checkbox"/> Yes <input type="checkbox"/> No

Project Name:	Contract Value:
Project Owner:	
Address:	
Telephone:	
Was contract completed within the contract time frame? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Were liquidated damages assessed? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Project Name:	Contract Value:
Project Owner:	
Address:	
Telephone:	
Was contract completed within the contract time frame? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Were liquidated damages assessed? <input type="checkbox"/> Yes <input type="checkbox"/> No	

***Use separate attachment if necessary to list additional projects.

E. Is the company currently working beyond the contact completion date on any public contract?
 Yes No

F. Provide information regarding equipment and manpower that will be assigned to the project with consideration given to other projects in progress.

Equipment to be assigned to project:	

Manpower that will be assigned to the project:	

F. Provide information regarding the experience of job foreman.

Name:
Years of experience with current company:
Years of experience with previous companies:
Summary of relevant experience:

G. Provide information to demonstrate that the Business has completed a minimum of three (3) irrigation systems of similar size and scope in the last five (5) years. Provide references for each project that is listed.

Reference Project 1 *Required*

Project Name:	Contract Value:
Project Owner:	
Address:	
Telephone:	
Project Size in Acres:	
Project description:	

Reference Name and Title:
Reference Telephone Number:

Reference Project 2 *Required*

Project Name:	Contract Value:
Project Owner:	
Address:	
Telephone:	
Project Size in Acres:	
Project description:	
Reference Name and Title:	
Reference Telephone Number:	

Reference Project 3 *Required*

Project Name:	Contract Value:
Project Owner:	
Address:	
Telephone:	
Project Size in Acres:	
Project description:	
Reference Name and Title:	
Reference Telephone Number:	

H. Provide information regarding other relevant irrigation experience completed by the Business.

Project Name:	Contract Value:
Project Size in Acres:	
Project description:	

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Project Name:	Contract Value:
Project Size in Acres:	
Project description:	

Project Name:	Contract Value:
Project Size in Acres:	
Project description:	

Project Name:	Contract Value:
Project Size in Acres:	
Project description:	

Project Name:	Contract Value:
Project Size in Acres:	
Project description:	

Project Name:	Contract Value:
Project Size in Acres:	
Project description:	

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Project Name:	Contract Value:
Project Size in Acres:	
Project description:	

***Use separate attachment if necessary to list additional projects.

END OF SECTION

BID BOND

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

OFFICIAL CHECK

840063920

93-524/929

REMITTER

Lawn Ranger WO 23-33

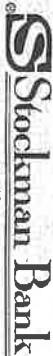
DATE March 19, 2024

PAY TO THE ORDER OF City of Billings

\$ 72,270.00

Seventy-Two Thousand Two Hundred Seventy and 00/100

DOLLARS



1-877-300-9369 (Customer Service)
1-888-669-0724 (Telebank)
www.stockmanbank.com

VOID AFTER 90 DAYS

[Signature]
AUTHORIZED SIGNATURE

MP

⑈840063920⑈ ⑆092905249⑆ 1012093522⑈

OFFICIAL CHECK

840063920

IMPORTANT NOTICE - STOP PAYMENT INVOLVING A DISPUTE: Under the Uniform Commercial Code, we cannot stop payment on this check, due to a dispute between you and another party, unless you obtain a court injunction ordering us to do so. CHECK LOST OR STOLEN: If this check is lost or stolen you may request a replacement check or credit to your account. If the proper owner of this check presents it within the 90 day period, we must honor the check. In such a case, your account would not be credited nor would a replacement check be re-issued.

REMITTER

Lawn Ranger WO 23-33

March 19, 2024

PAYABLE TO City of Billings

72,270.00

Seventy-Two Thousand Two Hundred Seventy and 00/100

MEMORANDUM



1-877-300-9369 (Customer Service)
1-888-669-0724 (Telebank)
www.stockmanbank.com

FOR _____

NOT NEGOTIABLE

HARLAND CLARKE M17217 30176937

SECTION 00500

AGREEMENT FORM

This Agreement is dated as of MARCH 19TH 2024, by and between "City of Billings," hereinafter called Owner, and RET PC DBA LAWN RANGER hereinafter called Contractor. Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Removal of existing irrigation equipment, pump, concrete vault, and the installation of a new irrigation system, pump station, and electrical upgrades.

Article 2. THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: W.O. 23-33 Grandview Park Irrigation System Replacement.

Article 3. ENGINEER/ARCHITECT

3.01 The Project has been designed by: STEINER THUESEN PLLC who is hereinafter called Engineer/Architect and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer/Architect in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TIME

4.01 Time of the Essence.

A. All the time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to achieve Substantial and Final Completion.

A. The Work at all locations shall be substantially complete within 60 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions.

B. Final completion of the Work shall be within 14 calendar days after the date of Substantial Completion.

4.03 Liquidated damages.

A. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in

of all payments due the Contractor and shall transmit such monies to the Montana Department of Revenue.

2. Upon Substantial Completion and at the Owner's discretion, the amount of retainage may be further reduced if requested by the Contractor.

6.03 Final Payment:

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer/Architect as provided in said paragraph 14.07.

Article 7. INTEREST:

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at a rate of up to 1% per month.

Article 8. CONTRACTOR'S REPRESENTATION:

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents (including all Addenda) listed in paragraph 9 and the other related data identified in the Bidding Documents

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

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

D. Contractor 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 Hazardous Environmental Condition, if any, at the Site which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer/Architect do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction

- b. Contractor's Bid (pages ____ to ____, inclusive);
 - c. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive);
 - d. Notice of Award
12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).
 - d. Any Notice of Partial Utilization
 - e. Notice of Substantial Completion
 - f. Lien Waivers
 - g. Notice of Final Completion and Acceptance
13. Certificates of Insurance
14. Wage Rates
15. Special Provisions (Section 00900 of Std Mods and project specific)
16. Montana Public Works Standard Specifications, Sixth Edition, dated April 2010, including the City of Billings Standard Modifications thereof.

B. The documents listed in paragraph 9.01.A. are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 of the General Conditions.

Article 10. MISCELLANEOUS:

10.01 Terms.

A. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract.

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, Owner and Contractor have signed copies of Agreement. Documents have been signed or identified by Owner and Contractor or by Engineer/Architect on their behalf.

This Agreement will be effective on _____, _____ (which is the effective date of the Agreement).

This Agreement shall not be effective unless and until concurred by Funding Agency's (if any) designated representative.

City of Billings _____

Contractor _____

By _____
William A. Cole, Mayor

By _____
(Signature)

Attest _____
Denise R. Bohlman, City Clerk

Attest _____
(Signature)

Approved as to form _____
City Attorney

Address for giving notices:
2224 Montana Avenue
Billings, MT 59101

Address for giving notices:

Phone No. (406) 657-8231

Phone No. _____

FAX No. (406) 237-6291

FAX No. _____

(CORPORATE SEAL)

(SEAL)

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner - Contractor Agreement.

Contractor Registration No.

Agent for service of process:

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

**STEINER
THUESEN**
PLLC

GOLF COURSE ARCHITECTURE • IRRIGATION DESIGN • LANDSCAPE ARCHITECTURE

**W.O. 23-33 Grandview Park Irrigation System Replacement
ADDENDUM #1
March 12, 2024**

CLARIFICATIONS:

1. Work associated with Alternate #1 is anticipated to take place after October 15 following shut down of the BBWA canal. If the Alternate is accepted, 14 calendar days will be provided for completion of the alternate. Existing vault to remain intact until new supply line from canal ins installed. Route line from existing supply line to pump through wall of vault as required. Following installation of the new supply line from the canal, the existing vault shall be removed and the z-pipe and drain on the inlet side of the pump shall be adjusted to match the depth of the new supply line. The cost for these adjustments shall be included in the bid amount for Alternate #1. In the event that the canal is low enough during installation of the irrigation system to complete the boring work and the necessary forces are available, the work is expected to be completed.

CHANGES TO PRIOR ADDENDA: none

BIDDING REQUIREMENTS: none

CONDITIONS OF THE CONTRACT:

1. SP- 43 Insurance: Delete paragraph and replace with the following:
 - a. Listing of the Engineer/Architect and the Engineer/Architect's Consultants as additional insured under this section shall conform to the Insurance Services Office (ISO) endorsement CG 2031 and GC 2032 "Additional Insured – Engineers, Architects or Surveyors Not Engaged by the Named Insured". Copies of the additional insured endorsement shall be provided to the Engineer/Architect for approval prior to execution of the contract.

SPECIFICATIONS: none

DRAWINGS: none

Attachments: Pre-Bid Sign In Sheet

THIS ADDENDUM IS HEREBY ATTACHED TO AND MADE A PART OF THE CONTRACT DOCUMENTS, AND EACH BIDDER SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN WRITING ON HIS BID.

END ADDENDUM #1

