

W.O. 19-12, West End Reservoir Project

Standard Agreement and General Conditions Between Owner and General Contractor/Construction Manager (GC/CM)

Change Order No. 1

OWNER: City of Billings

CONTRACTOR: Dick Anderson Construction, LLC

DATE: August 2, 2024

In accordance with the terms of this Contract, the following changes are approved:

CHANGE IN CONTRACT PRICE:

Original Contract Price:	\$153,211.35
Net Increase from Previous Change Orders:	\$408,352.64
Contract Price Prior to this Change Order:	\$153,211.35
Net Increase of this Change Order:	\$408,352.64
Contract Price with all Approved Change Orders:	\$561,563.99

CHANGE IN CONTRACT TIME:

Original Contract Time:	N/A
Net Change from Previous Change Orders:	N/A
Contract Time Prior to this Change Order:	N/A
Net Increase of this Change Order:	N/A
Contract Time with all Approved Change Orders:	N/A

DESCRIPTION:

Dick Anderson Construction is directed to make the following changes in the Contract Documents:

- Furnish a complete electrical equipment Unit Substation including medium voltage metal enclosed load interrupter switchgear, liquid filled power transformer, and switchboard, for future installation at the Billings WE RWPS site. The equipment will be installed under a future change order to these Contract Documents (\$408,352.64 increase).

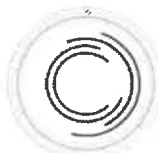
REASON FOR CHANGE ORDER:

With lead time on this equipment at 40 weeks, procuring it ahead of the WE RWPS final design and GMP development is critical for maintaining project schedule.

ATTACHMENTS:

- Electrical Procurement GMP Proposal, Change Order No. 1 (11pp., 8/1/24)

In consideration of the terms and performance contained herein, or attached and incorporated herein, the Owner and Contractor also agree to the following modifications to the Standard Agreement and General Conditions Between Owner and General Contractor/Construction Manager dated December 13, 2023:





**DICK ANDERSON
CONSTRUCTION**

EXHIBIT C

8/01/2024

City of Billings
Attention: Randy Straus, PE
City Engineer's Office
2224 Montana Avenue
Billings, MT 59101

RE: Electrical Procurement
W.O. 19-12 West End Reservoir Project

Dear Mr. Straus,

This letter is to address amending Dick Anderson Construction's (DAC) General Contractor/Construction Manager (GC/CM) Contract Guaranteed Maximum Price (GMP) for the W.O. 19-12 West End Reservoir Project. Proposed change order number 1 includes the Raw Water Pump Station Electrical Procurement. The following are attached supporting documents:

- W.O. 19-12 West End Water Pump Station Electrical Procurement Proposal Summary
- CEI Electrical Contractors Proposal Date 7/18/2024
- DAC's Proposed Change Order No. 1 Cost Breakdown
- DAC's Proposed Total GMP Cost Breakdown

As discussed and agreed upon in the 7/23/2024 Project Team Meeting (Included DAC, HDR, and City of Billings representatives), DAC is proposing Amendment No. 1 in the amount of \$408,352.64 resulting in an increase to the GMP value to the amount of \$561,563.99

Thank you for your time and consideration.

Kyle Kastelitz
Vice President

4512 South Frontage Rd
PO Box 31511
Billings, MT 59101

daconstruction.com
Always Part of the Solution



8/1/2024

**W.O. 19-12 BILLINGS WEST END RESERVOIR PROJECT
RAW WATER PUMP STATION ELECTRICAL PROCUREMENT**

CHANGE ORDER NUMBER 1

ELECTRICAL PROCUREMENT						
ITEMS	DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL COST	NOTES:
10	UNIT SUBSTATION	1.0	LS	\$ 366,292.50	\$ 366,292.50	CEI PROPOSAL DATE 7/17/2024 - 4-6 WEEKS ON SHOP DRAWING & 40 WEEK ON EQUIPMENT DELIVERY
20		0.0	LS	\$ -	\$ -	
30		0.0	LS	\$ -	\$ -	
ELECTRICAL PROCUREMENT COST				\$	\$ 366,292.50	

TOTALS					
DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL COST	NOTES:
CONSTRUCTION COST	1.0	LS	\$ 366,292.50	\$ 366,292.50	
GC/CM CONDITIONS	1.00	LS	0.00	\$ -	NOT INCLUDED, AS IT IS ONLY ELECTRICAL PROCUREMENT
GC/CM FEE	7.95	%	366,292.50	\$ 29,120.25	
BOND	1.00	%	395,412.75	\$ 3,954.13	
INSURANCE	1.25	%	395,412.75	\$ 4,942.66	
GROSS RECEIPTS TAX	1.00	%	404,309.54	\$ 4,043.10	
CONTINGENCY	0.00	%	408,352.64	\$ -	
ALLOWANCE	0.00	%	408,352.64	\$ -	
TOTAL COST				\$ 408,352.64	



W.O. 19-12 BILLINGS WEST END RESERVOIR PROJECT RAW WATER PUMP STATION ELECTRICAL PROCUREMENT - BID RESULTS

BIDDER: YELLOWSTONE ELECTRIC CO.
1949 4TH AVENUE NORTH
BILLINGS, MT 59101

DATE SUBMITTED: 7/18/2024
TIME SUBMITTED: 9:30 AM

CONTRACTORS REGISTRATION: YES
BID BOND: YES
ADDENDUM ACKNOWLEDGED: YES

SCHEDULE	DESCRIPTION	MANUFACTURER	TOTAL PRICE	SHOP DRAWINGS LEAD TIME (WEEKS)	EQUIPMENT DELIVERY LEAD TIME (WEEKS)
1	UNIT SUBSTATION	NO BID	NO BID	NO BID	NO BID
2	MEDIUM VOLTAGE METAL ENCLOSED LOAD INTERRUPTER SWITCHGEAR	ABB	\$ 122,618.00	6	52
3	LIQUID FILLED POWER TRANSFORMER	EATON	\$ 330,753.00	8	50
4	SWITCHBOARD	SQUARE D BY SCHNEIDER ELECTRIC	\$ 233,222.00	8	52
			\$ 686,593.00		

NOTE(S): NONE

BIDDER: GRAY BAR (QUOTE -5174469)
1465 MONAD ROAD
BILLINGS, MT 59101

DATE SUBMITTED: 7/18/2024
TIME SUBMITTED: 12:40 PM

CONTRACTORS REGISTRATION: NO
BID BOND: NO
ADDENDUM ACKNOWLEDGED: NO

SCHEDULE	DESCRIPTION	MANUFACTURER	TOTAL PRICE	SHOP DRAWINGS LEAD TIME (WEEKS)	EQUIPMENT DELIVERY LEAD TIME (WEEKS)
1	UNIT SUBSTATION	NO BID	NO BID	NO BID	NO BID
2	MEDIUM VOLTAGE METAL ENCLOSED LOAD INTERRUPTER SWITCHGEAR	SCHNEIDER ELECTRIC	\$ -	NOT PROVIDED	NOT PROVIDED
3	LIQUID FILLED POWER TRANSFORMER	SCHNEIDER ELECTRIC	\$ -	NOT PROVIDED	NOT PROVIDED
4	SWITCHBOARD	SCHNEIDER ELECTRIC	\$ -	NOT PROVIDED	NOT PROVIDED
			\$ 625,882.35		

NOTE(S): SEE SCHNEIDER ELECTRIC "CLARIFICATIONS AND EXCEPTIONS"
VIA EMAIL - "Quote Q-5174469 has a HVLCc Duplex Switch in series with a fused HVLCc switch, which is more expensive, but the only way we can do it."

BIDDER: GRAY BAR (QUOTE -5174192)
1465 MONAD ROAD
BILLINGS, MT 59101

DATE SUBMITTED: 7/18/2024
TIME SUBMITTED: 12:40 PM

CONTRACTORS REGISTRATION: NO
BID BOND: NO
ADDENDUM ACKNOWLEDGED: NO

SCHEDULE	DESCRIPTION	MANUFACTURER	TOTAL PRICE	SHOP DRAWINGS LEAD TIME (WEEKS)	EQUIPMENT DELIVERY LEAD TIME (WEEKS)
1	UNIT SUBSTATION	NO BID	NO BID	NO BID	NO BID
2	MEDIUM VOLTAGE METAL ENCLOSED LOAD INTERRUPTER SWITCHGEAR	SCHNEIDER ELECTRIC	\$ -	NOT PROVIDED	NOT PROVIDED
3	LIQUID FILLED POWER TRANSFORMER	SCHNEIDER ELECTRIC	\$ -	NOT PROVIDED	NOT PROVIDED
4	SWITCHBOARD	SCHNEIDER ELECTRIC	\$ -	NOT PROVIDED	NOT PROVIDED
			\$ 576,470.59		

NOTE(S): SEE SCHNEIDER ELECTRIC "CLARIFICATIONS AND EXCEPTIONS"
VIA EMAIL - "Q-5174192 is minus the primary duplex switch, it may be more cost effective to get that piece of equipment from S&C or other companies that specialize in that."

BIDDER: COLSTRIP ELECTRIC CO.
647 S 18TH ST WEST
BILLINGS, MT 59102

DATE SUBMITTED: 7/18/2024
TIME SUBMITTED: 1:40 PM

CONTRACTORS REGISTRATION: YES
BID BOND: YES
ADDENDUM ACKNOWLEDGED: YES

SCHEDULE	DESCRIPTION	MANUFACTURER	TOTAL PRICE	SHOP DRAWINGS LEAD TIME (WEEKS)	EQUIPMENT DELIVERY LEAD TIME (WEEKS)
1	UNIT SUBSTATION	ABB	\$ 366,292.50	4 TO 6	40
2	MEDIUM VOLTAGE METAL ENCLOSED LOAD INTERRUPTER SWITCHGEAR	ABB	\$ 343,912.50	4 TO 6	40
3	LIQUID FILLED POWER TRANSFORMER	NO BID	NO BID	NO BID	NO BID
4	SWITCHBOARD	NO BID	NO BID	NO BID	NO BID
			\$ 710,205.00		

NOTE(S): NONE



6131 Homestead Blvd
PO Box 1934
Colstrip, MT 59323
TEL: (406) 748-4048
FAX: (406) 748-3135

647 S. 18th Street W.
Billings, MT 59102
TEL: (406) 656-4365
FAX: (406) 656-4534

4105 S. Broadway
Minot, ND 58701
TEL: (701) 500-1007
FAX: (406) 748-3135
www.ceionline.com

July 18, 2024

DAC

RE: West End Raw Water Pump Station

Attn: Kyle Kastelitz

Per your request, CEI would like to offer the following price for the above-mentioned project located at the West End Pump Station in Billings, MT.

Estimate:

~~Eaton: \$375,783.33~~

Switchgear-40 weeks, Xfmr-156 weeks, Switchboard-48 weeks

~~Square D: \$605,145.16~~

Switchgear-65 weeks Xfmr-65 weeks, Switchboard- no estimate

given

Notes:

- 1) ABB lead times remain the same for unit substation and individual
- 2) Pricing for additional manufactures along with lead times.
- 3) Price includes 40 hours for submittals

If you have any further questions, please call me at (406)670-4183.

Respectfully,

Brodie McDonald
Project Manager

1 any group, association, organization or corporation; Bidder has not directly or indirectly induced or
2 solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any
3 person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain
4 for itself any advantage over any other Bidder or over Buyer.

5
6 The Bidder certifies that no official of the Buyer, Engineer or any member of such officials immediate
7 family, has direct or indirect interest in the pecuniary profits or Contracts of the Bidder.

8
9 **5.01** The Bidder will complete the Work in accordance with the Contract Documents for the following
10 price(s):

11
12 **Bid Schedule Description:** This section, in general, describes the various Bid Schedules. The
13 description of Bid Schedules is provided for clarity purposes only. It is not intended to replace,
14 supersede or preclude any information in the plans and specifications.

15
16 **Bid Schedule No. 1: Unit Substation.** This lump sum bid schedule includes furnishing Unit
17 Substation equipment to be installed under a separate installation contract. Price to include shop
18 drawing submittals, operation and maintenance manuals, delivery of Goods, startup and training
19 services. All bonds, insurance, state and local taxes associated with Bid Schedule 1 are also
20 included.

21
22 **Bid Schedule No. 2: Medium Voltage Metal Enclosed Load Interrupter Switchgear.** This lump
23 sum bid schedule includes furnishing Medium Voltage Metal Enclosed Load Interrupter Switchgear
24 equipment to be installed under a separate installation contract. Price to include shop drawing
25 submittals, operation and maintenance manuals, delivery of Goods, startup and training services. All
26 bonds, insurance, state and local taxes associated with Bid Schedule 2 are also included.

27
28 **Bid Schedule No. 3: Liquid Filled Power Transformer.** This lump sum bid schedule includes
29 furnishing Liquid Filled Power Transformer equipment to be installed under a separate installation
30 contract. Price to include shop drawing submittals, operation and maintenance manuals, delivery of
31 Goods, startup and training services. All bonds, insurance, state and local taxes associated with Bid
32 Schedule 3 are also included.

33
34 **Bid Schedule No. 4: Switchboard.** This lump sum bid schedule includes furnishing Switchboard
35 equipment to be installed under a separate installation contract. Price to include shop drawing
36 submittals, operation and maintenance manuals, delivery of Goods, startup and training services. All
37 bonds, insurance, state and local taxes associated with Bid Schedule 4 are also included.

38
39 **LUMP SUM BID SCHEDULE PRICES**

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41 A bidder does not have to provide a total price for each Schedule.

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Schedule	Description	Manufacturer	Total Price
1	Unit Substation	ABB	366,292.50
2	Medium Voltage Metal Enclosed Load Interrupter Switchgear	ABB	343,912.50
3	Liquid Filled Power Transformer	ABB	
4	Switchboard	ABB	

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SHOP DRAWINGS AND EQUIPMENT LEAD TIMES

Provide lead times for shop drawings submittal after issuance of purchase order and delivery of component after shop drawing approval.

Description	Manufacturer	Shop Drawings Lead Time (Weeks)	Equipment Delivery Lead Time (Weeks)
Unit Substation	ABB	4-6	40
Medium Voltage Metal Enclosed Load Interrupter Switchgear	ABB	4-6	40
Liquid Filled Power Transformer	ABB	4-6	35
Switchboard	ABB	4-6	40

A. The BUYER reserves the right to reject any or all bids.

B. If the Contract is to be awarded it will be based on an evaluation of equipment cost and lead times to determine the lowest cost equipment that will meet the project schedule and to the Bidder who is determined qualified and responsible in the sole discretion and best interest of the Buyer.

6.01 Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with 8.01.C 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.

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 July 17, 2024
(Date)

Employer's Tax ID No. 81-0426830

1 **If BIDDER is:**
2
3 **An Individual:** _____
4 (Partnership Name)
5 By: _____
6 (Signature)
7 _____
8 (Name, typed or printed)
9 Business Address: _____
10 _____
11 Phone No.: _____ FAX No: _____
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16 **A Partnership:** _____
17 (Partnership Name)
18 By: _____
19 (Signature)
20 _____
21 (Name, typed or printed)
22 Business Address: _____
23 _____
24 Phone No.: _____ FAX No: _____
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28 **A Corporation:** Colstrip Electric Inc
29 (Corporation Name)
30 State of Incorporation: Montanta
31 Type(General Business, Professional, Service, Limited Liability): Corporation
32 By: _____
33 (Signature of person authorized to sign)
34 Title: President
35 Attest: *Brodin McQuadd*
36 (Signature)
37 Business Address: 647 S 18th St W Billings, MT 59102
38 _____

1 Phone No.: 406-656-4365 FAX No: _____

2 Date of Qualification To Do Business Is: 1985 _____

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(Corporate Seal)

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12 **A Joint Venture: Each Joint Venture Must Sign**

13 Joint Venturer Name: _____
14
15 (Name)

16
17 By: _____
18 (Signature of Joint Venturer Partner)

19 Name: _____
20 (Name, typed or printed)

21 Title: _____

22 Business Address: _____

23 _____

24 Phone No.: _____ FAX No: _____

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Joint Venturer Name: _____
(Name)

29 By: _____
30 (Signature of Joint Venturer Partner)

31 Name: _____
32 (Name, typed or printed)

33 Title: _____

34 Business Address: _____

35 _____

36 Phone No.: _____ FAX No: _____

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(Each Joint Venturer 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

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SECTION 00340
BID BOND

WEST END RAW WATER PUMP STATION ELECTRICAL PROCUREMENT

KNOW ALL MEN BY THESE PRESENTS, that Colstrip Electric, Inc.
647 S 17th Street West, Billings, MT 59102

Hereinafter called the PRINCIPAL, and Swiss Re Corporate Solutions America Insurance Corporation
a Corporation duly organized under the laws of the State of Montana having its principal place of
business at 1200 Main Street, Suite 800, Kansas City, MO 64105
in the State of Montana, and authorized to do business in the State of Montana as SURETY, are
held and firmly bound unto the Dick Anderson Construction, Inc.

(Insert Buyer's Legal Name)

hereinafter called the OBLIGEE, in the penal sum of Ten Percent of Amount Bid
DOLLARS (\$ 10%) for payment of which we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL has herewith submitted his or its BID for Electrical Procurement
for W.O. 19-12, West End Raw Water Pump Station
said Bid, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Bid submitted by the PRINCIPAL is accepted and the Contract
awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed Contract and shall
furnish such Performance and Payment Bond as required by the Contract Documents within the
time fixed by the documents, then this obligation shall be void: if the PRINCIPAL shall fail to
execute the proposed Contract and furnish the Bond, the SURETY hereby agrees to pay the
OBLIGEE the penal sum as liquidated damages:

Signed and sealed this 18 Day of July, 2024.

PRINCIPAL: Colstrip Electric, Inc.

BY: 

SURETY: Swiss Re Corporate Solutions America Insurance Corporation

ATTORNEY-IN-FACT: 
Naomi Gerber Attorney in Fact

END OF SECTION

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: Colstrip Electric, Inc.
Obligee: Dick Anderson Construction
Bond Description: W.O. 19-12: West End Raw Water Pump Station Electrical Procurement
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

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

State of Illinois
County of Cook [SS]

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 18th day of July, 2024.

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