

# Bid Submittal Package

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## Grizzly Gulch Placer Mine Reclamation Project

Lewis and Clark County, Montana

November 2024

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Prepared By:

**RESPEC Company LLC**

Helena, MT

RESPEC Project: W0138.23005

**SECTION 000500**

**BIDDER'S CHECKLIST**

The following Bidder's Checklist may be used in preparing a complete bid. Submission of the Bidder's Checklist is not required.

- \_\_\_\_\_ Original Bid Bond and Bid Bond Form
- \_\_\_\_\_ Bid Proposal – Tabulations Correct Numerically and Written in Words
- \_\_\_\_\_ Bid Form – Acknowledgement of Addenda
- \_\_\_\_\_ Bid Form – Signed Correctly
- \_\_\_\_\_ Envelope – Addressed properly and sealed

**SECTION 00410**

**BID FORM**

**GRIZZLY GULCH PLACER MINE RECLAMATION PROJECT**

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**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

Lewis and Clark County Board of Commissioners  
City County Building, Room 345, 316 N. Park Ave.  
Helena, MT 59623

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

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

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

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of

such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

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

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

4.02 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.

**ARTICLE 5 – BASIS OF BID**

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

BID PROPOSAL  
**GRIZZLY GULCH PLACER MINE RECLAMATION PROJECT**  
 LEWIS AND CLARK COUNTY WATER QUALITY PROTECTION DISTRICT  
 BASE BID

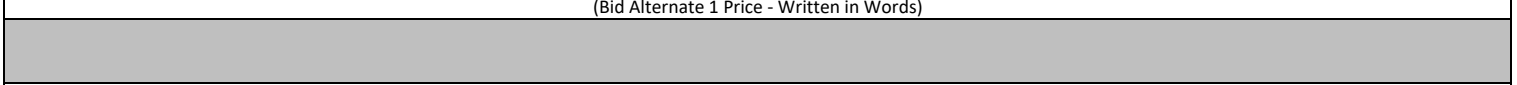
BID ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE (NUMERIC)
1	MOBILIZATION, BONDING, INSURANCE, PERMITTING COMPLIANCE & SUBMITTALS	1	LS		
2	SURVEY AND STAKING	1	LS		
3	CLEARING AND GRUBBING	1	LS		
4	EROSION AND SEDIMENT CONTROL	1	LS		
5	UNCLASSIFIED EXCAVATION AND GRADING	1	LS		
6	CHANNEL EXCAVATION	1	LS		
7	SURFACE AGGREGATE	2	CY		
8	STEEL ARCH PIPE CULVERT	1	LS		
9	CORRUGATED PLASTIC PIPE CULVERT	1	LS		
10	RIPRAP	27	CY		
11	ERIOSION CONTROL MATTING	1830	SY		
12	GEOTEXTILE SEPARATION FABRIC	38	SY		
13	ROCK DROP STRUCTURES	12	EA		
14	LOG DROP STRUCTURES	9	EA		
15	STREAMBED MATERIAL	13	CY		
<b>BASE BID PRICE:</b>					\$
(Base Bid Price - Written in Words)					

BID PROPOSAL  
**GRIZZLY GULCH PLACER MINE RECLAMATION PROJECT**  
 LEWIS AND CLARK COUNTY WATER QUALITY PROTECTION DISTRICT

<b>BID ALTERNATE 1</b>					
BID ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE (NUMERIC)
16a	HDPE FLOODPLAIN LINER	6010	SY		

**BID ALTERNATE 1 PRICE:** \$ \_\_\_\_\_

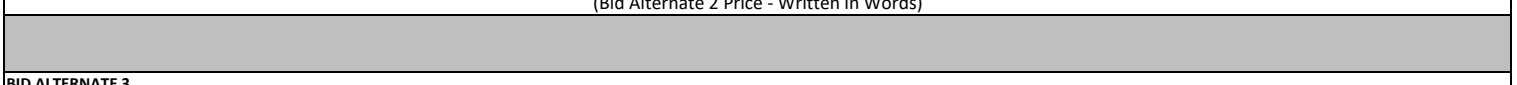
(Bid Alternate 1 Price - Written in Words)



<b>BID ALTERNATE 2</b>					
BID ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE (NUMERIC)
17a	COIR LOG	2060	LF		

**BID ALTERNATE 2 PRICE:** \$ \_\_\_\_\_

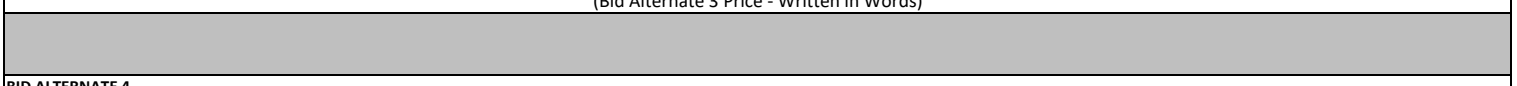
(Bid Alternate 2 Price - Written in Words)



<b>BID ALTERNATE 3</b>					
BID ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE (NUMERIC)
18a	SEEDING	1	LS		

**BID ALTERNATE 3 PRICE:** \$ \_\_\_\_\_

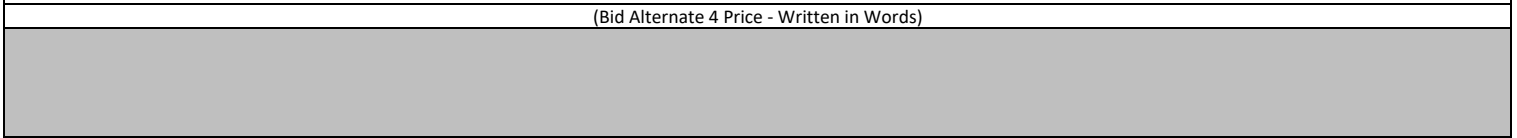
(Bid Alternate 3 Price - Written in Words)



<b>BID ALTERNATE 4</b>					
BID ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE (NUMERIC)
19a	WILLOW STAKES	1	LS		

**BID ALTERNATE 4 PRICE:** \$ \_\_\_\_\_

(Bid Alternate 4 Price - Written in Words)





BID PROPOSAL  
**GRIZZLY GULCH PLACER MINE RECLAMATION PROJECT**  
 LEWIS AND CLARK COUNTY WATER QUALITY PROTECTION DISTRICT

<b>BID ALTERNATE 5</b>					
BID ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE (NUMERIC)
20a	WILLOW CLUMPS	1	LS		

**BID ALTERNATE 5 PRICE:** \$ \_\_\_\_\_

(Bid Alternate 5 Price - Written in Words)

<b>BID ALTERNATE 6</b>					
BID ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE (NUMERIC)
21a	CONTAINERIZED PLANTINGS	1	LS		

**BID ALTERNATE 6 PRICE:** \$ \_\_\_\_\_

(Bid Alternate 6 Price - Written in Words)

<b>BID ALTERNATE 7</b>					
BID ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE (NUMERIC)
22a	GUARDRAIL	500	LF		

**BID ALTERNATE 7 PRICE:** \$ \_\_\_\_\_

(Bid Alternate 7 Price - Written in Words)

<b>BID ALTERNATE 8</b>					
BID ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE (NUMERIC)
23a	PEDESTRIAN TRAIL	1	LS		

**BID ALTERNATE 8 PRICE:** \$ \_\_\_\_\_

(Bid Alternate 8 Price - Written in Words)

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

#### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

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

- 7.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security 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.

#### **ARTICLE 8 – DEFINED TERMS**

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

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: [Indicate correct name of entity submitting this bid]

\_\_\_\_\_

Contact Name: \_\_\_\_\_ Address for giving notices: \_\_\_\_\_  
Email Address: \_\_\_\_\_ \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ \_\_\_\_\_  
Fax Number: \_\_\_\_\_ \_\_\_\_\_  
Contactor's Registration No.: \_\_\_\_\_  
Tax ID No.: \_\_\_\_\_

By:  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
*Authorized Company Official Signature*

Submittal Date: \_\_\_\_\_

State of Montana  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ [date] by \_\_\_\_\_  
\_\_\_\_\_ [printed name of authorized company official] as \_\_\_\_\_  
[title] of \_\_\_\_\_ [printed company name].

[Seal] \_\_\_\_\_  
Notary Signature

**Reminder to Notary:** When notarizing a signature on behalf of a corporation, the notary should determine (1) the identity of the person who is actually signing the document, (2) the capacity of the person to sign on behalf of the entity, and (3) the authority to sign for that entity in this particular transaction. If you have questions or are unsure of how to notarize a document in which the signature is in a representative capacity, please contact the Montana Secretary of State at (406) 444-5379.

**BID BOND**

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

BIDDER *(Name and Address)*:

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

OWNER *(Name and Address)*:

**BID**

Bid Due Date:

Description *(Project Name and Include Location)*:

**BOND**

Bond Number:

Date *(Not earlier than Bid due date)*:

Penal sum \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Above 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 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.