

# Bid Submittal Package

Lewis and Clark County

## Head Lane Bridge Replacement

- Bid Bond
- Bid Sheets and Signature Page (Notarized)
- Acknowledgement of Addenda on Bid Sheets
- Debarment Certification
- Bid Envelope sealed and properly marked per instructions to bidders

April 2025

Prepared by:



Set No.: \_\_\_\_\_

GWE Project #: 1-17277-TO20  
MCEP Project#: MT-MCEP-CG-25-043

# SECTION 00400

## BID FORM

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## **ARTICLE 1—OWNER AND BIDDER**

1.01 This Bid is submitted to:

***Lewis and Clark County  
Board of County Commissioners  
316 N. Park Avenue, Room 345  
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—ATTACHMENTS TO THIS BID**

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Complete and Notarized Bid Form;
- C. Acknowledgement of Addendum;
- D. Contractor's License No. (List on page 7 of this bid form);
- E. Signed Debarment Certification;

**ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES**

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
101	Mobilization	LS	1	\$	\$
102	Removal and Disposal of Existing Bridge	LS	1	\$	\$
103	Structure Excavation	LS	1	\$	\$
104	Structural Backfill	CY	110	\$	\$
105	Cast-In-Place Concrete	CY	36	\$	\$
106	Install Prestressed Concrete Trideck Beams	LS	1	\$	\$
107	Furnish Steel H Piles	LF	270	\$	\$
108	Drive Steel H Piles	LF	237	\$	\$
109	Random Riprap, MDT Class II	CY	336	\$	\$
110	Roadway Embankment	CY	2027	\$	\$
111	1" - Minus Crushed Top Surfacing	CY	360	\$	\$
112	1.5" - Minus Crushed Base Course	CY	360	\$	\$
113	18" Diameter CSP Culvert, 0.064" Thickness, Annular	LF	40	\$	\$
114	Culvert Flared End Terminal Sections (FETS)	EA	2	\$	\$
115	W830 Bridge Barrier Rail	LF	118	\$	\$
116	Box Beam Guardrail	LF	306	\$	\$
117	Guardrail Approach Section	EA	4	\$	\$
118	Box Beam Terminal End Section	EA	4	\$	\$
119	Type 3 Object Markers and Posts	EA	4	\$	\$
120	Seed	LS	1		
121	Supply and Install New Fencing	LF	445	\$	\$
122	Traffic Control	LS	1	\$	\$
Total of All Unit Price Bid Items					\$

Additive Alternate No. 1					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
201	Concrete Approach Slab	SY	63	\$	\$
Total of All Unit Price Bid Items: Additive Alternate No. 1					\$

Section 00400 - Bid Form

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B. 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 Work will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 4—BASIS OF BID—COST-PLUS FEE - DELETED**

**ARTICLE 5—PRICE-PLUS-TIME BID - DELETED**

**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 and payments to Owner for Unscheduled Employment of the Engineer.

**ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

7.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

- A. 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.

7.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

**ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

8.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda and any data and reference items identified in the Bidding Documents.

2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the ~~Supplementary Conditions~~ Special Provisions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the ~~Supplementary Conditions~~ Special Provisions, with respect to Technical Data in such reports and drawings.
6. 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 the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. 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.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 8.02 *Bidder's Certifications*

- A. The Bidder certifies the following:

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**Section 00400 - Bid Form**

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1. 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.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. 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.
  - c. 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.
  - d. 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.

**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.: \_\_\_\_\_

UEI 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.

**END OF SECTION**

## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: <b>[Full formal name of Bidder]</b> Address <i>(principal place of business)</i> : <b>[Address of Bidder's principal place of business]</b>	<b>Surety</b> Name: <b>[Full formal name of Surety]</b> Address <i>(principal place of business)</i> : <b>[Address of Surety's principal place of business]</b>
<b>Owner</b> Name: <b>[Full formal name of Owner]</b> Address <i>(principal place of business)</i> : <b>[Address of Owner's principal place of business]</b>	<b>Bid</b> Project <i>(name and location)</i> : <b>[Owner project/contract name, and location of the project]</b>  Bid Due Date: <b>[Enter date bid is due]</b>
<b>Bond</b> Penal Sum: <b>[Amount]</b> Date of Bond: <b>[Date]</b>	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

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 will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs 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 will 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 does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will 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 will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must 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 Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will 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 will 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 governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: <b>[Full formal name of Bidder]</b> Address <i>(principal place of business)</i> : <b>[Address of Bidder's principal place of business]</b>	<b>Surety</b> Name: <b>[Full formal name of Surety]</b> Address <i>(principal place of business)</i> : <b>[Address of Surety's principal place of business]</b>
<b>Owner</b> Name: <b>[Full formal name of Owner]</b> Address <i>(principal place of business)</i> : <b>[Address of Owner's principal place of business]</b>	<b>Bid</b> Project <i>(name and location)</i> : <b>[Owner project/contract name, and location of the project]</b>  Bid Due Date: <b>[Enter date bid is due]</b>
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Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder _____ <i>(Full formal name of Bidder)</i>	Surety _____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

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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 will 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 governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Project Name

Project Number

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

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Business Name

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Typed Name & Title of Authorized Representative

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Signature of Authorized Representative

Date

\_\_\_\_\_ I am unable to certify to the above statements. My explanation is attached.