
CONTRACT DOCUMENTS FOR:

MEADOW VILLAGE NOS. 4 AND 5

Big Sky County Water & Sewer District No. 363
Big Sky, Montana

Prepared by:

Western Groundwater Services LLC

6595 Bear Claw Lane

Bozeman, MT 59715

Tel (406) 585-5947

Fax (406) 522-8653

June 2006

SET NO. _____

BIDDER NAME/ADDRESS:

The entire Contract Documents, as bound, with addenda acknowledged, if any, and bid security must be submitted by prospective bidders prior to the bid due date and time.

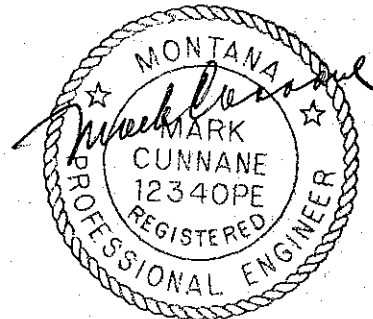
CONTRACT DOCUMENTS

MEADOW VILLAGE NOS. 4 AND 5

Prepared for:

*Big Sky County Water and Sewer District No. 363
Big Sky, Montana*

Prepared by: Mark Cunnane, PE



Western Groundwater Services, LLC

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**BIDDING REQUIREMENTS,
CONTRACT FORMS AND
CONDITIONS OF THE CONTRACT**

**INVITATION TO BID
MEADOW VILLAGE NOS. 4 AND 5**

Separate sealed bids for construction of Meadow Village Wells Nos. 4 and 5 will be received by the Big Sky County Water and Sewer District No. 363, 561 Little Coyote Road, Big Sky, MT 59716 until **2:00 PM** on July 7th, 2006, and then publicly opened and read aloud. Late bids shall not be accepted. All interested parties are invited to attend.

The project consists of:

Drilling and construction of two water supply wells designated as Meadow Village Nos. 4 and 5. Both wells will be screened in an alluvial aquifer, with total depths of about 60-feet. Approximately 10 feet of each well will extend into the underlying soft shale. The completions will use 12-inch or 16-inch diameter steel casing and corresponding telescoping well screen. Surface seals shall be at least 4-inches larger in diameter than the well casing. Well diameter will be determined based on the bid outcome. Development of the wells and pump testing is included in the work.

A copy of the Contract Documents may be examined at the Big Sky County Water and Sewer District No. 363 (406-995-2660) in Big Sky, Montana. Prospective bidders should contact the District office to check on viewing times.

The Contract Documents may be obtained at the office of the Big Sky County Water and Sewer District No. 363, P.O. Box 160670, Big Sky, MT 59716. Each copy of the Contract Documents will be available for a non-refundable fee of \$35.00. To receive Contract Documents by regular mail, add \$10.00 for postage and handling. To receive Contract Documents by express mail, add \$30.00, or provide an express carrier account number at the time the request is made.

There will be a Pre-Bid Teleconference for this project at 10:00 AM on June 30, 2006 to discuss the project contract, work and bid items. The access code and telephone number are provided with the Contract Documents. Each prospective Bidder is urged to participate. Questions concerning the project should be directed to the project engineer, Western Groundwater Services, LLC (406-585-5947).

Contractor and any subcontractors doing work on this project will be required to obtain registration with the Montana Department of Labor and Industry (DLI). Forms for registration are available from the Department of Labor and Industry, 1805 Prospect, Helena, Montana 59604-8011. Information on registration can be obtained by calling (406) 444-7734. CONTRACTOR is not required to have registered with the DLI prior to bidding on this project, but must have registered prior to execution of the Construction Agreement. All laborers and mechanics employed by CONTRACTOR or subcontractors in performance of the construction work shall be paid wages at rates as may be required by the laws of Gallatin County and the state of Montana. The CONTRACTOR must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

Each bid must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to Big Sky County Water and Sewer District No. 363, P.O. Box 160670, Big Sky, MT 59716, in an amount not less than ten percent (10%) of the total amount of the bid. The successful bidder shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount. Insurance as required shall be provided by the successful bidder and a certificate of that insurance shall be provided.

No bid may be withdrawn after the scheduled time for the public opening of bids.

The right is reserved to reject any or all bids received, to waive informalities, to postpone the award of the contract for a period not to exceed sixty (60) days, and to accept the lowest responsive and responsible bid which is in the best interest of the Big Sky County Water and Sewer District No. 363.

Big Sky County Water and Sewer District No. 363 is an Equal Opportunity Employer.

Published at Bozeman, Montana, this 21st day of June, 2006.

Ron Edwards
General Manager

Big Sky County Water and Sewer District No. 363
P.O. Box 160670
Big Sky, MT 59716

- END -

MEADOW VILLAGE NOS. 4 AND 5
PRE-BID TELECONFERENCE NOTICE

JUNE 30, 2006
10:00 AM MST

DIAL: 210-234-0005
CODE: 12954 (followed by # sign)

All prospective bidders are encouraged to participate in a conference call to discuss the project.

TOPICS

- Selected Contract Conditions/Terms
- Bid Items
- Geological Conditions
- Drilling Equipment
- Well Construction
- Pumping Test

**SECTION 00300
BID FORM**

PROJECT IDENTIFICATION:

Name: Big Sky Meadow Village Nos. 4 and 5

Location: Big Sky, MT

THIS BID SUBMITTED TO:

Big Sky County Water and Sewer District No. 363
(Organization)

PO Box 160670
(Street; P.O. Box)

Big Sky, MT 59716
(City) (State) (Zip Code)

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 Instruction 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 the following Addenda:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

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 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):

BID SCHEDULE UNIT PRICES
MEADOW VILLAGE NOS. 4 AND 5

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY¹</u>	<u>UNIT²</u>	<u>UNIT PRICE</u>	<u>TOTAL ESTIMATED PRICE</u>
SECTION SP100 – MEADOW VILLAGE NOS. 4 AND 5					
SP100-1	Mobilization/Demobilization	1	LS	_____	_____
SP100-2	20-inch Drilling with Casing ^C	56	LF	_____	_____
SP100-3	16-inch Drilling with Casing	64	LF	_____	_____
SP100-4	12-inch Drilling with Casing	64	LF	_____	_____
SP100-5	16-inch Telescoping Well Screen ^C	52	LF	_____	_____
SP100-6	12-inch Telescoping Well Screen	52	LF	_____	_____
SP100-7	Surface Seal	2	LS	_____	_____
SP100-8	Development	100	HR	_____	_____
SP100-9	Temporary Pumping System	2	LS	_____	_____
SP100-10	Pumping Test Hourly	152	HR	_____	_____
TOTAL BID PRICE					_____

TOTAL BID PRICE _____
(Words)

¹ Estimated quantities are for bidding purposes only. Payment shall be based on the actual quantity provided.

² LS = Lump Sum Amount; LF = linear feet; HR = hours.

^C If a Contractor desires to bid only a 12" diameter well, leave Items SP100-2 and SP100-5 blank. Bid evaluation will include a comparison of 16" versus 12" production wells. Bid evaluations will be made available to all bidders.

A. Unit Prices have been computed in accordance with paragraph 11.03.B. of the General Conditions.

B. Bidder acknowledges that 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 provided, determined as provided in the Contract Documents.

C. The undersigned agrees that the unit prices shall govern in checking the Bid, and should a discrepancy exist in the Total Estimated Price and Total Amount of Unit Prices Bid as listed above after extensions are checked and corrections made, if any, the Total Amount of Unit Prices Bid as corrected shall be used in awarding this Contract.

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

6.01 Bidder agrees that the Work will be substantially completed and 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.

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 _____.

Montana Contractor's Registration # (if any) _____.

Employer's Tax ID No. _____.

If BIDDER is:

An Individual: _____
(Name typed or printed)

By: _____ (SEAL)
(Individual's Signature)

Doing business as: _____

Business Address: _____

Phone No.: _____ FAX No: _____

A Partnership: _____
(Partnership Name)

By: _____ (SEAL)
(Signature)

(Name, typed or printed)

Business Address: _____

Phone No.: _____ FAX No: _____

A Corporation: _____ (SEAL)
(Corporation Name)

State of Incorporation: _____

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

By: _____

Title: _____

Attest: _____ (CORPORATE SEAL)

(Signature of Secretary)

Business Address: _____

Phone No.: _____ FAX No: _____

Date of Qualification To Do Business Is:

A Joint Venture: Each Joint Venture Must Sign

Joint Venturer Name: _____ (SEAL)
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ FAX No: _____

Joint Venturer Name: _____ (SEAL)
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

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 00300

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:

Project (Brief Description Including Location):

BOND

Bond Number:

Date (Not later than Bid due date):

Penal sum

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(Seal
)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

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 Surety's liability.
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 by 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.