



# Livingston City Commission Agenda

## SPECIAL MEETING July 25, 2017

5:30 PM

City – County Complex, Community Room

---

### 1. Call to Order

### 2. Roll Call

### 3. Resolutions

**A. RESOLUTION NO. 4747 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN THE NOTICE OF AWARD AND AGREEMENT WITH DICK ANDERSON CONSTRUCTION, INC. FOR THE LIVINGSTON WATER RECLAMATION FACILITY UPGRADE.**

### 4. Public Comments

*Individuals are reminded that public comments should be limited to items over which the City Commission has supervision, control, jurisdiction, or advisory power (MCA 2-3-202).*

### 5. Adjournment

#### Notice

- Public Comment: The public can speak about an item on the agenda during discussion of that item by coming up to the table or podium, signing-in, and then waiting to be recognized by the Chairman. Individuals are reminded that public comments should be limited to items over which the City Commission has supervision, control, jurisdiction, or advisory power (MCA 2-3-202).
- Meeting Recording: An audio and/or video recording of the meeting, or any portion thereof, may be purchased by contacting the City Administration. The City does not warrant the audio and/or video recording as to content, quality, or clarity.
- Special Accommodation: If you need special accommodations to attend or participate in our meeting, please contact the Fire Department at least 24 hours in advance of the specific meeting you are planning on attending.

**Backup material for agenda item:**

A. RESOLUTION NO. 4747 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN THE NOTICE OF AWARD AND AGREEMENT WITH DICK ANDERSON CONSTRUCTION, INC. FOR THE LIVINGSTON WATER RECLAMATION FACILITY UPGRADE.

**RESOLUTION NO. 4747**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN THE NOTICE OF AWARD AND AGREEMENT WITH DICK ANDERSON CONSTRUCTION, INC. FOR THE LIVINGSTON WATER RECLAMATION FACILITY UPGRADE.**

**WHEREAS**, following a request for proposals and a subsequent rating process of prospective proposals, the City of Livingston’s administration and the City’s project engineer, Advanced Engineering and Environmental Design Services, Inc. (AE2S), selected Dick Anderson Construction, Inc. to provide the Livingston Water Reclamation Facility upgrade;

**WHEREAS**, the proposed Notice of Award and Agreement for the Livingston Water Reclamation Facility upgrade with Dick Anderson Construction, Inc. includes General Construction (Base Bid Option 2); SBR Equipment Procurement (Assigned); and includes Alternates A, B, C, D, E, F, G, H, I, & J has been drafted and is awaiting the Livingston City Commissions, approval, which documents are collectively attached hereto and incorporated herein as Exhibit A;

**WHEREAS**, the contract between the City of Livingston and Dick Anderson Construction, Inc. is contingent upon the execution of the Contract between the City and Treasure State Endowment Program (TSEP) for the commitment of TSEP Grant Funding and concurrence by all funding agencies; and

**WHEREAS**, the City Manager and Dick Anderson Construction, Inc. are ready and willing to fully execute the documents upon the Livingston City Commission’s approval;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Commission of the City of Livingston, Montana, as follows:

The City Manager is hereby authorized to execute the Notice of Award and Agreement, which documents are collectively attached hereto and incorporated herein as Exhibit A.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this \_\_\_\_\_ day of July, 2017.

\_\_\_\_\_  
**JAMES BENNETT - Chairman**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**LISA HARRELD**  
Recording Secretary

\_\_\_\_\_  
**JAY PORTEEN**  
City Attorney



July 19, 2017

Chairman Bennett and Commissioners  
of the Livingston Board of City Commission  
c/o Michael Kardoes, City Manager  
414 East Callender Street  
Livingston, MT 59047

**Re: Recommendation of Award for the Livingston WRF Upgrade – General Construction Contract**

Dear Chairman Bennett and Commissioners:

**Recommendation:**

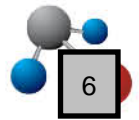
AE2S recommends awarding the Livingston WRF Upgrade – General Construction Contract to *Dick Anderson Construction, Inc.* contingent upon receiving the required concurrence from all funding agencies involved. Funding agencies include SRF funding from DEQ, USDA-Rural Development, TSEP, and DNRC. If acceptable, please approve the *Requested Commission Action*, included below. Also included here is a *Summary of Agreement Terms* and a *Summary of Bids*.

**Requested Commission Action:**

Move to Award the Contract for the Livingston WRF Upgrade – General Construction Contract to *Dick Anderson Construction, Inc.* **contingent** upon the *execution* of the Contract between the City and Treasure State Endowment Program for the commitment of TSEP Grant Funding and concurrence by all funding agencies.

If approved, and upon commitment of TSEP Grant Funding, this motion will authorize the City of Livingston to proceed as follows:

- Obtain final concurrence from all funding agencies to proceed with Award.
- Request **Award Concurrence** from DEQ & USDA-RD.
- Issue the **Notice of Award** to *Dick Anderson Construction, Inc.* for the agreement terms summarized below upon executing Contract with TSEP.
- Execute the **Certificate of Owner's Attorney and Agency Concurrence** (*with City Attorney and Agency's final approval*)
- Execute the **Agreement Between Owner and Contractor for Construction Contract** with *Dick Anderson Construction, Inc.* (Contractor)
- Assign the **SBR Equipment Procurement Contract** to Contractor.
- Hold the **Preconstruction Meeting**.
- Issue the **Notice to Proceed** to the Contractor.
- Other tasks and formalities incidental to the execution of the **Agreement**.



### Summary of Agreement Terms:

<i>Total Contract Price:</i>	<i>\$14,782,072.00</i>
<i>Total Number of Calendar Days for Substantial Completion:</i>	<i>490 Days</i>
<i>Total Number of Calendar Days for Readiness for Final Payment:</i>	<i>535 Days</i>
<i>Total Number of Calendar Days for Milestone 1:</i>	<i>456 Days</i>
<i>Rate for Liquidated Damages:</i>	<i>\$1,125.00 /day</i>

### Summary of Bids:

The **Invitation for Construction Bids** for the Livingston WRF Upgrade project was advertised on May 18<sup>th</sup>, 2017 in the Livingston Enterprise per public bidding law, as well as on QuestCDN for broader national exposure and for the convenience of Bidder accessibility to the *Project Manual*, *Project Drawings*, and issued *Addendums*. Sealed Bids for the Contract were opened publicly on July 6, 2017 in the Community Room of the City-County Complex. Three bids were received and all bids appeared to meet the requirements of the Bidding Documents. The results of the bids are outlined in the attached Bid Tabulation along with a roster of people in attendance.

#### *BID PRICES:*

*Dick Anderson Construction, Inc.* was the low bidder for the project. The total bid price for the project amounts to a total of **\$14,782,072.00** and includes the following project components: the total price of the SBR Equipment Procurement Contract (previously approved by The Commission in September 2016), which will be assigned to the Contractor; the Base Bid for the Construction Project; and, finally, all alternates included on the Bid Form. This total bid price is only 3.4% above the *Engineer's Opinion of Probable Construction Costs* (EOPCC) of \$14.3MM and within the Announced Construction Budget of \$15.3MM, which included a \$1MM contingency allowance – the contingency allowance agreed upon by the City and various funding agencies prior to Bid Opening.

#### *CONSRUCTION DEWATERING:*

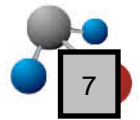
Due to the complexity of dewatering and USDA-RD regulations preventing the use of a Construction Allowance for dewatering, there was some potential for “irresponsible” dewatering costs to be a deciding factor in the determination of Low Bidder. Therefore, a threshold dewatering cost of \$500,000.00 was announced at Bid Opening for the subsequent determination of “responsible” dewatering costs. A Bid price less than the announced threshold for “responsible” dewatering would not have been automatically judged irresponsible, though it would have triggered a deeper investigation into the respective Bidder’s plan for construction dewatering. The investigation would not have been intended to guide Contractor’s means and methods but to determine the Owner and Engineer’s opinion of the Bidder’s responsibility. All bidders exceeded the threshold value of \$500,000.00 for the total of all work related to Construction Dewatering.

#### *INCLUDED ALTERNATES:*

The project bidding documents included 10 Bid Alternates. The total cost for all alternates in Dick Anderson Construction’s bid totals \$1,177,350.00. The intended use of the Bid Alternates was to enable the City to reduce the scope of the project as needed after receipt of bids rather than forcing the City to re-bid the project if said bids exceeded the City’s budget. The alternates listed were identified as having the least negative impacts to the overall project if costs absolutely needed to be cut. However, each of the bid alternates provides specific benefits to the project. The Memorandum in Support of Bid Alternates summarizes these benefits. In light of these benefits, AE2S’ recommendation for Award includes the scope of supply for all Bid Alternates (A-J).

#### **Funding Analysis:**

\\10.1.0.160\ProjectFiles\Livingston\05613-2015-001\050 Bidding Negotiations\USDA Award Concurrence\[4.0] Engineer's Recommendation of Award.docx



A copy of the finalized Project Funding Analysis is included for your reference and summarized below. These costs have received extensive attention from all four funding agencies, the City of Livingston, and AE2S since the kickoff of the Preliminary Engineering Design Phase in March of 2016. These numbers are also evaluated further in the letter dated July 13, 2017 from DNRC, enclosed.

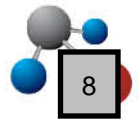
<b>Administrative Finance Costs:</b>	
INTERIM INTEREST:	\$75,000.00
<i>Interest for one year of loan period.</i>	
LOAN RESERVES:	\$703,726.00
<i>Money City must retained in account as loan collateral.</i>	
BOND COUNSEL & RELATED COSTS:	\$50,000.00
<i>Cost for Bond Counsel Services (Procured outside of Engineering Fees).</i>	
<b><u>SUBTOTAL ADMINISTRATIVE FINANCE COSTS:</u></b>	<b><u>\$828,726.00</u></b>
<b>Activity Costs:</b>	
ENGINEERING – DESIGN:	\$1,239,231.00
<i>Fees paid to AE2S for Design &amp; Bidding Services.</i>	
ENGINEERING – CONSTRUCTION ADMINISTRATION:	\$1,403,697.00
<i>Construction &amp; Funding Admin, RPR, Post-Construction Services.</i>	
CONSTRUCTION	\$14,782,072.00
<i>General Construction + SBR Equip. + Alternates A-J.</i>	
I&C/SCADA PROGRAMMING/INTEGRATION	\$208,592.00
<i>I&amp;C computer and programming services.</i>	
CONTINGENCY	\$1,042,682.00
<i>Budgeted Contingency for Project Change Orders.</i>	
<b><u>SUBTOTAL ACTIVITY COSTS:</u></b>	<b><u>\$18,676,274.00</u></b>
<b><u>TOTAL PROJECT COSTS:</u></b>	<b><u>\$19,505,000.00</u></b>

#### **Contractor Responsibility:**

Bidders provided their Qualifications Statement with their sealed bids. A review of Dick Anderson's Qualifications Statement shows they possess the professional aptitude, fleet of construction equipment, experience completing similar projects, and financial capacity to complete this job. Additionally, AE2S has successfully completed facility construction contracts with Dick Anderson Construction, Inc., such as the facility upgrade in Havre, MT. Dick Anderson has provided adequate qualifications and a list of proposed sub-consultants, to which there are no exceptions.

#### **Conclusion:**

If acceptable and approved by the City Commission, AE2S will work with City of Livingston to complete the list of action items required to execute the Agreement. Upon the Issuance of the Notice to Proceed, the Contractor will be allowed to begin construction.



We thank you for the opportunity to provide professional engineering services to the City of Livingston and are excited for the commencement of the Construction Phase of the Livingston WRF Upgrade. Should you have any questions or concerns, please do not hesitate to contact me at your convenience.

Sincerely,

**AE2S**

Scott L. Buecker, PE  
Project Manager

Encl.: *Notice of Award*

*Bid Tabulation for Livingston WRF Upgrade*

*Bid Form from Dick Anderson Construction, Inc.*

*Bid Bond from Dick Anderson Construction, Inc.*

*Bidder's Qualifications Statement from Dick Anderson Construction, Inc.*

*USDA-RD Certifications from Dick Anderson Construction, Inc.*

Memorandum in Support of Bid Alternates

Letter of Approval for State Revolving Fund Loan Program in Lieu of Commitment Revised Agreement – July 13, 2017

Agreement between Owner and Contractor for Construction Contract (Stipulated Price) for the Livingston Water Reclamation Facility (WRF) Upgrades

- C: Shannon Holmes, Public Works Director – City of Livingston  
Paige Fetterhoff, CPA, Chief Finance Officer – City of Livingston  
Jay Porteen, City Attorney – City of Livingston  
Jerry Paddock, PE, Environmental Engineer – Montana DEQ  
Karen Bucklin Sanchez, PE, State Engineer – USDA-RD: Montana State Office  
Valerie Short, Program Specialist – Treasure State Endowment Program (TSEP)  
Robert Fischer, PE, Renewable Resource Grants and Loan Program – DNRC  
Kyle Kastelitz, Project Manager – Dick Anderson Construction, Inc.

**NOTICE OF AWARD**

Date of Issuance: \_\_\_\_\_, 2017

Owner: City of Livingston, Montana SRF Project No.: C303396  
 Engineer: Advanced Engineering & Environmental Services, Inc. (AE2S) Engineer's Project No.: P05613-2015-001  
 Project: Livingston Water Reclamation Facility (WRF) Upgrade Contract Name: General Construction  
 Bidder: Dick Anderson Construction, Inc.

Bidder's Address: 4498 Jackrabbit Lane, Bozeman, MT 59718

**TO BIDDER:**

You are notified that Owner has accepted your Bid dated July 6, 2017 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

- Livingston WRF Upgrade:
  - General Construction (Base Bid Option 2).
  - SBR Equipment Procurement (Assigned)
  - Included Alternates A, B, C, D, E, F, G, H, I, & J

The Contract Price of the awarded Contract is: \$ 14,782,072.00

Seven (7) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

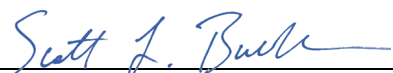
Project Drawings & Project Manuals will be delivered separately from the other Contract Documents and Duplicate Copies of the Assignment Forms for the SBR Equipment Procurement Contract will be signed at the Pre-Construction Conference and distributed upon final execution.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner all seven (7) counterparts of the Agreement, fully executed by Bidder.
2. Signed Copy of this Notice of Award to acknowledge receipt.
2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): One (1) executed copy of *Exhibit A-1 to Agreement between Buyer and Seller Dated December 2, 2016 (SBR Equipment Procurement Contract), Assignment of Contract, Consent to Assignment, and Acceptance of Assignment.*

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Recommended:*  	Accepted:  	Accepted:  
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
07/19/2017		
(Date)	(Date)	(Date)

\*Recommended contingent upon Execution of Contract between City of Livingston & TSEP, and Award Concurrence by USDA-RD & DEQ.

**Livingston WRF Upgrade**  
 Livingston, MT  
 P05613-2015-001  
**Bid Tabulation**  
 Bid Opening 3:15 PM, July 6, 2017

Bidder	Bidder's Qualifications												Base Bid - Option 1			Base Bid - Option 2			Evaluated Bid		Construction Dewatering		Total Construction Cost				
	Acknowledge Addenda 1, 2, 3 & 4	Signed Bid Form	Bid Security	List of Proposed Subcontractors	Montana Contractor's License	Bidder's Qualification Statement	Compliance Statement RD 400-6	AD-1048 Certification Regarding Debarment RD Instruction 1940-Q, Ex. A-1	USEPA Certification Regarding Debarment	DBE Subcontractor Solicitation Information	Form SF-LLL Disclosure of Lobbying Activities	Base Bid - Option 1	T <sub>o</sub> Total Number of Calendar Days for Substantial Completion	LD Rate for Liquidated Damages (\$/day)	TBB <sub>1</sub> Evaluated Cost per ITB 19.03(B)(1)	Base Bid - Option 2	LD Rate for Liquidated Damages (\$/day)	T <sub>B</sub> Total Number of Calendar Days for Substantial Completion	TBB <sub>2</sub> Evaluated Cost per ITB 19.03(B)(2)	Lesser of TBB <sub>1</sub> & TBB <sub>2</sub>	Under Announced Construction Budget	Construction Dewatering plus Dewatering Treatment and Execution of Workplan	Meets or exceeds EOPCC.	Base Bid + Alternates + SBR Equip.	Under Announced Construction Budget		
1 Dick Anderson Construction, Inc.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2 Clearwater Construction & Management, LLC	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
3 Sletten Construction Co.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
4																											
5																											
6																											

Values Announced After Receipt of all Bids & Prior to Bid Opening	
EOPCC (Base Bid + Alternates + SBR Equip.)	\$ 14,300,000.00
Base Bid Plus Alternates Budget for Comparison of Bids (ITB 19.03. C)*	\$ 15,300,000.00
Minimum EOPCC for evaluation of "responsible" bids.	
Construction Dewatering + Dewatering Treatment and Execution of Workplan	\$ 500,000.00
<b>Lump Sum 2 (SBR Equipment Procurement)</b>	<b>\$ 1,109,422.00</b>

\* If BASE BIDS are greater than the announced budget, lowest responsive, responsible base bid may be considered for evaluation purposes.



Advanced Engineering and Environmental Services, Inc.  
 1050 E Main St Ste 2  
 Bozeman, MT 59715  
 Tel: 406-219-2633  
 Fax: 406-219-2635

Respectfully Submitted by:

*Scott L. Buecker*

Scott L. Buecker, PE  
 Project Manager

*Brian J. Viall*

Brian J. Viall, EIT  
 Project Engineer  
 (Witness of Bid Opening)

**Livingston WRF Upgrade**  
 Livingston, MT  
 P05613-2015-001  
**Bid Tabulation**  
 Bid Opening 3:15 PM, July 6, 2017

Bidder	Bidder 1		Bidder 2		Bidder 3		Bidder 4		Bidder 5		Bidder 6	
	Dick Anderson Construction, Inc.		Clearwater Construction & Management, LLC		Sletten Construction Co.							
Lowest Base Bid + SBR Equip. (from Page 1)		\$ 13,604,722.00		\$ 18,677,475.00		\$ 17,685,200.00		\$ -		\$ -		\$ -
	Bid Price for Alternate	Running Total Construction Cost (Lowest Base Bid Plus Alternates)	Bid Price for Alternate	Running Total Construction Cost (Lowest Base Bid Plus Alternates)	Bid Price for Alternate	Running Total Construction Cost (Lowest Base Bid Plus Alternates)	Bid Price for Alternate	Running Total Construction Cost (Lowest Base Bid Plus Alternates)	Bid Price for Alternate	Running Total Construction Cost (Lowest Base Bid Plus Alternates)	Bid Price for Alternate	Running Total Construction Cost (Lowest Base Bid Plus Alternates)
<b>Alternate A</b> Headworks Improvements	\$220,200.00	\$ 13,824,922.00	\$245,798.00	\$ 18,923,273.00	\$196,800.00	\$ 17,882,000.00		\$ -				\$ -
<b>Alternate B</b> Potable Water Bennett St Extension & Extension to WRF	\$484,500.00	\$ 14,309,422.00	\$840,856.00	\$ 19,764,129.00	\$407,900.00	\$ 18,289,900.00		\$ -				\$ -
<b>Alternate C</b> Effluent Reuse Distribution System	\$29,600.00	\$ 14,339,022.00	\$72,890.00	\$ 19,837,019.00	\$237,200.00	\$ 18,527,100.00		\$ -				\$ -
<b>Alternate D</b> SBR Basin External Wall Insulation & Basin Envelope	\$95,000.00	\$ 14,434,022.00	\$248,379.00	\$ 20,085,398.00	\$144,400.00	\$ 18,671,500.00		\$ -				\$ -
<b>Alternate E</b> Demolition & Abandonment	\$80,800.00	\$ 14,514,822.00	\$182,863.00	\$ 20,268,261.00	\$154,000.00	\$ 18,825,500.00		\$ -				\$ -
<b>Alternate F</b> External Stair Tower	\$44,100.00	\$ 14,558,922.00	\$35,525.00	\$ 20,303,786.00	\$29,700.00	\$ 18,855,200.00		\$ -				\$ -
<b>Alternate G</b> Concrete Restoration (WAS & Misc.)	\$78,750.00	\$ 14,637,672.00	\$56,500.00	\$ 20,360,286.00	\$430,500.00	\$ 19,285,700.00		\$ -				\$ -
<b>Alternate H</b> Compost Expansion	\$109,200.00	\$ 14,746,872.00	\$381,250.00	\$ 20,741,536.00	\$108,800.00	\$ 19,394,500.00		\$ -				\$ -
<b>Alternate I</b> Ceiling Material	\$9,200.00	\$ 14,756,072.00	\$27,849.00	\$ 20,769,385.00	\$35,000.00	\$ 19,429,500.00		\$ -				\$ -
<b>Alternate J</b> Portable Compost Screening Plant	\$26,000.00	\$ 14,782,072.00	\$30,696.00	\$ 20,800,081.00	\$23,100.00	\$ 19,452,600.00		\$ -				\$ -

NOTE: NUMBERS IN RED EXCEED ANNOUNCED CONSTRUCTION BUDGET



Advanced Engineering and Environmental Services, Inc.  
 1050 E Main St Ste 2  
 Bozeman, MT 59715  
 Tel: 406-219-2633  
 Fax: 406-219-2635





This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

## SECTION 00 41 00 – BID FORM FOR CONSTRUCTION CONTRACTS

Prepared by



Issued and Published Jointly by



SECTION 00 41 00 – BID FORM

Livingston Water Reclamation Facility Upgrades  
Livingston WRF Upgrades – General Construction Contract  
Engineer’s Project Number: P05613-2015-001  
SRF Project Number: C303396

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Livingston  
c/o Michael Kardoes  
City Manager  
414 East Callender St  
Livingston, MT 59047

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 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.

2.02 Bidder acknowledges the provisions of the Agreement as to the assignment of the procurement contract for procurement of goods and special services for the Livingston WRF Upgrades: SBR Equipment Procurement Contract.

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>
<u>1</u>	<u>6/9-17</u>
<u>2</u>	<u>6/15-17</u>
<u>3</u>	<u>6/23-17</u>
<u>4</u>	<u>6/30-17</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 Supplementary Conditions, 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 Supplementary Conditions, 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.

**ARTICLE 5 – BASIS OF BID**

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

**BASE BID - OPTION 1**

1. Lump Sum 1 - General Construction: Total Lump Sum Bid for General Construction

Twelve million four hundred ninety five thousand three hundred and no/100 <sup>00</sup>	\$12,495,300 <sup>00</sup>
(USE WORDS)	(USE FIGURES)

INCLUDED in LUMP SUM 1 - General Construction are the following construction items. This is not an additive bid price. Prices provided for 1.a and 1.b shall also be included in Bid Price for Lump Sum 1, above.

1.a CONSTRUCTION DEWATERING <small>NOTE: See Specification Section 01 29 00 for Payment Procedures (Separate from Dewatering Costs associated with Alternate B)</small>	\$ 90,750.00 <sup>(MAXIMUM)</sup>
1.b DEWATERING TREATMENT & EXECUTION OF WORKPLAN <small>NOTE: "Work plan" to be submitted by Addendum prior to bid opening. See Specification Section 01 29 00 for Payment Procedures. (Separate from Dewatering Costs associated with Alternate B).</small>	\$184,250.00 <sup>(MAXIMUM)</sup>

Total Number of Calendar Days for Substantial Completion:	549 days
Total Number of Calendar Days for Readiness for Final Payment	579 days
Total Number of Calendar Days for Milestone 1:	456 days
Rate for Liquidated Damages:	\$1,125 / day

Lump Sum 2 - SBR Equipment Procurement: Price for Contractor's payment obligations to Xylem Water Solutions USA, Inc., SBR EQUIPMENT supplier/manufacturer, as "Seller" for goods and special services set forth in assigned Procurement Contract No. 1 - Livingston WRF Upgrades SBR Equipment Procurement Contract.

One-million, one-hundred-nine-thousand, four-hundred-twenty-two dollars and zero cents.	\$1,109,422.00
(USE WORDS)	(USE FIGURES)

NOTE: Bidder to include in Lump Sum 1 - General Construction the other costs (if any) associated with accepting such assignment and administering the assigned contract. Procurement Document is provided for Bidders' review during bid Bidding.

**BASE BID - OPTION 2**

1. **Lump Sum 1 - General Construction:** Total Lump Sum Bid for General Construction

<i>Twelve million four hundred ninety five thousand three hundred &amp; 00<sup>th</sup></i> (USE WORDS)	<i>\$ 12,495,300<sup>00</sup></i> (USE FIGURES)
--	--

INCLUDED in **LUMP SUM 1 - General Construction** are the following construction items. This is not an additive bid price. Prices provided for 1.a and 1.b shall also be included in Bid Price for Lump Sum 1, above.

1.a CONSTRUCTION DEWATERING <small>NOTE: See Specification Section D1 29 00 for Payment Procedures (Separate from Dewatering Costs associated with Alternate B)</small>	<i>\$ 907,50.00</i> (MAXIMUM)
--	-------------------------------

1.b DEWATERING TREATMENT & EXECUTION OF WORKPLAN <small>NOTE: "Work plan" to be submitted by Addendum prior to bid opening. See Specification Section D1 29 00 for Payment Procedures. (Separate from Dewatering Costs associated with Alternate B)</small>	<i>\$ 1,842,50.00</i> (MAXIMUM)
--	---------------------------------

Total Number of Calendar Days for Substantial Completion:	<i>490</i> days
Total Number of Calendar Days for Readiness for Final Payment	<i>535</i> days
Total Number of Calendar Days for Milestone 1:	<i>456</i> days
Rate for Liquidated Damages:	<i>\$1,125 / day</i>

**Lump Sum 2 - SBR Equipment Procurement:** Price for Contractor's payment obligations to *Xylem Water Solutions USA, Inc.*, SBR EQUIPMENT supplier/manufacturer, as "Seller" for goods and special services set forth in assigned Procurement Contract No. 1 - *Livingston WRF Upgrades SBR Equipment Procurement Contract.*

One-million, one-hundred-nine-thousand, four-hundred-twenty-two dollars and zero cents. (USE WORDS)	<i>\$1,109,422.00</i> (USE FIGURES)
--	--

NOTE: Bidder to include in **Lump Sum 1 - General Construction** the other costs (if any) associated with accepting such assignment and administering the assigned contract. Procurement Document is provided for Bidders' review during bid Bidding.

**ALTERNATES**

A. Headworks Improvements (All HW Sheets) <i>See Specification Section 01 23 00 (1.03)(A)</i>	\$ 220200.00												
B. 10" Potable Water Main Bennet St. Extension & 8" Potable Water Main Extension to WRF Facilities <i>See Specifications Section 01 23 (1.03)(B)</i>	\$ 484500.00												
<p><b>INCLUDED</b> in the cost of ALTERNATE B are the following construction items (SEPARATE FROM THOSE INCLUDED IN THE BASE BID). This is not an additive bid price. Prices included in B.1 and B.2 shall be included in Bid Price for Alternate B, above.</p>													
B.1 CONSTRUCTION DEWATERING <i>NOTE: See Specification Section 01 29 00 for Payment Procedures</i>	\$ 96600.00 (MAXIMUM)												
B.2 DEWATERING TREATMENT & EXECUTION OF WORKPLAN <i>NOTE: "Work plan" to be submitted by Addendum prior to bid opening. See Specification Section 01 29 00 for Payment Procedures.</i>	\$ 196200.00 (MAXIMUM)												
C. Effluent Reuse Distribution System. <i>See Specification Section 01 23 00 (1.03)(C)</i>	\$ 29600.00												
D. SBR basin external wall insulation and basin envelope. <i>See Specification Section 01 23 00 (1.03)(D)</i>	\$ 95000.00												
E. Demolition and abandonment measures to existing RBC Basin, existing Secondary Clarifiers, existing Blower Building Internals, and existing UV equipment <i>See Specification Section 01 23 00 (1.03)(E)</i>	\$ 80800.00												
F. External stair tower from SBR basins to grade. <i>See Specification Section 01 23 00 (1.03)(F)</i>	\$ 44100.00												
G. Concrete Restoration (WAS Holding and Misc. Locations)  <i>Assume the following Qualities and Provide Unit Prices:</i> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width: 20%;">Work</th> <th style="width: 15%;">Base Bid Qty:</th> <th style="width: 25%;">Contractor's Unit Cost</th> <th style="width: 40%;">Specification Section</th> </tr> </thead> <tbody> <tr> <td>Crack Injection</td> <td>1000 LF</td> <td>\$60.00 /LF</td> <td>03 01 00 - Maintenance of Concrete</td> </tr> <tr> <td>Concrete Restoration</td> <td>750 ft<sup>2</sup>-in</td> <td>\$25.00/ft<sup>2</sup>-in</td> <td>03 01 00 - Maintenance of Concrete</td> </tr> </tbody> </table> <i>See Specification Section 01 23 00 (1.03)(G)</i>	Work	Base Bid Qty:	Contractor's Unit Cost	Specification Section	Crack Injection	1000 LF	\$60.00 /LF	03 01 00 - Maintenance of Concrete	Concrete Restoration	750 ft <sup>2</sup> -in	\$25.00/ft <sup>2</sup> -in	03 01 00 - Maintenance of Concrete	\$ 78750.00
Work	Base Bid Qty:	Contractor's Unit Cost	Specification Section										
Crack Injection	1000 LF	\$60.00 /LF	03 01 00 - Maintenance of Concrete										
Concrete Restoration	750 ft <sup>2</sup> -in	\$25.00/ft <sup>2</sup> -in	03 01 00 - Maintenance of Concrete										
H. Compost Expansion <i>See Specification Section 01 23 00 (1.03)(H)</i>	\$ 109200.00												
I. Ceiling Material: Acoustic Ceiling Panels in Blower Room 103 <i>See Specification Section 01 23 00 (1.03)(I)</i>	\$ 9200.00												
J. Compost Trommel Screen <i>See Specification Section 01 23 00 (1.03)(J)</i>	\$ 26000.00												



## 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~~ **the respective locations under either BASE BID – OPTION 1 or BASE BID – OPTION 2 of the Bidder’s Bid form, whichever qualifies as the lowest Base Bid, as calculated by Article 19 of the Instructions to Bidders.**
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

## 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 See SECTION – 00 43 13;
  - B. List of Proposed Subcontractors See SECTION – 00 41 01;
  - C. Evidence of authority to do business in the state of Montana; or a written covenant to obtain such license within the time for acceptance of Bids;
    1. Montana Contractor’s Registration Number: 4391  
~~License No.: \_\_\_\_\_ [or] Evidence of Bidder’s ability to obtain a State Contractor’s License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;”~~
  - D. Required Bidder Qualification Statement with supporting data
    1. FORM C-451 (See SECTION – 00 45 13).
  - E. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplemental General Conditions;
  - F. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (AD-1048);
  - G. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans.
  - H. USEPA Certification Regarding Debarment, Suspension, and Other Responsibility Matters
  - I. DBE Subcontractor Solicitation Information
  - J. FORM SF – LLL, “Disclosure of Lobbying Activities,” is to be completed and submitted in accordance with its instructions by Contractors submitting bids exceeding \$100,000 only when the contractor has made, or agreed to make, any payment, using funds other than federally appropriated funds, to influence or attempt to influence a decision in connection with the award of this particular federal contract. If no lobbying has been funded write “Not Applicable” on SF-LL and submit with bid.

## 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

This Bid is SUBMITTED on July 6<sup>th</sup>, 2017

BY:

If Bidder is:

**An Individual**

Name (typed or printed): N/A

By: \_\_\_\_\_  
(Individual's Signature)

Doing business as: \_\_\_\_\_

**A Partnership**

Partnership Name: N/A

By: \_\_\_\_\_  
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

**A Corporation**

Corporation Name: Dick Anderson Construction, Inc.

State of Incorporation: Montana

Type (General Business, Profession, Service, Limited Liability): General Business

By: Derek Didriksen  
(Signature – attach evidence of authority to sign)

Name (typed or printed): Derek Didriksen

Title: V.P.

Attest: Kimberly A. Newell  
(Signature of Corporate Secretary)

Date of Qualification to do business in Montana is 10/19/1978



**A Joint Venture**

Name of Joint Venture: N/A

First Joint Venture Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venture Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is party to the venture should be in the manner indicated above.)

**BIDDER'S BUSINESS ADDRESS & CONTACT INFORMATION:**

Bidder's Business address: 4498 Jackrabbit Lane  
Bozeman MT 59718

Business Phone No. 406-586-0889

Business Fax No. 406-388-4263

Business E-Mail Address kkastelitz@daconstruction.com

State Contractor License No. 4391 . (If applicable)

Employer's Tax ID No. 81-0380463

**ADDRESS FOR GIVING NOTICES:**

Phone and e-mail address, and Address for receipt of official communications if different from Business address and contact information:

N/A

SECTION 00 43 13 – BID SECURITY FORM

# BID BOND

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

**BIDDER (Name and Address):**

Dick Anderson Construction, Inc.  
4498 Jackrabbit Lane  
Bozeman, MT 59718

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

Continental Casualty Company  
333 S. Wabash Ave.  
Chicago, IL 60604

**OWNER (Name and Address):**

City of Livingston, Montana  
414 East Callender Street  
Livingston, MT 59047  
BID

Bid Due Date: 7/6/2017

Description (Project Name— Include Location): Livingston Water Reclamation Facility (WRF) Upgrade, Livingston, MT

**BOND**

Bond Number: 001

Date: 6/28/2017

Penal sum Ten Percent of the Total Amount Bid \$ 10%  
(Words) (Figures)

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

**BIDDER**

Dick Anderson Construction, Inc.

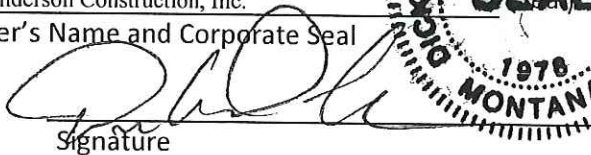
Continental Casualty Company

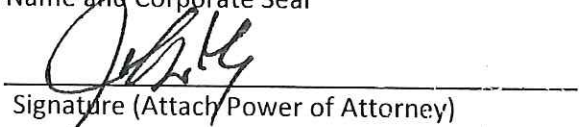
(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

  
Signature

  
Signature (Attach Power of Attorney)


Derek Didriksen  
Print Name

John D. Leaf  
Print Name

V.P.  
Title

Attorney-In-Fact  
Title

Attest:

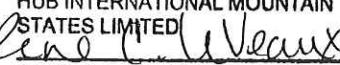
  
Signature

Attest:

  
Signature Kimberly Hodson

Title PM. asst

Title Bond Clerical

**COUNTERSIGNED:**  
**HUB INTERNATIONAL MOUNTAIN STATES LIMITED**  
  
**RENE C. LEVEAUX**

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

ICF

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 the 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 the 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.



## QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT  
PERMITTED BY LAWS AND REGULATIONS

## 1. SUBMITTED BY:

Official Name of Firm:

Dick Anderson Construction Inc

Address:

4498 Jackrabbit LaneBozeman MT 59718

## 2. SUBMITTED TO:

City of Livingston

## 3. SUBMITTED FOR:

Owner:

The City of Livingston, Montana

Project Name:

Livingston Water Reclamation Facility  
(WRF) Upgrades

TYPE OF WORK:

General Construction

## 4. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

Kyle Kastelitz

Title:

P.M.

Phone:

406-248-3700

Email:

kkastelitz@daconstruction.com

5. AFFILIATED COMPANIES:

Name:

Pyramid Cabinet Shop

Address:

4520 S. Frontage Rd

Billings MT 59101

6. TYPE OF ORGANIZATION:

SOLE PROPRIETORSHIP

Name of Owner:

N/A

Doing Business As:

\_\_\_\_\_

Date of Organization:

\_\_\_\_\_

PARTNERSHIP

Date of Organization:

N/A

Type of Partnership:

\_\_\_\_\_

Name of General Partner(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CORPORATION

State of Organization:

Montana

Date of Organization:

10/19-1978

Executive Officers:

- President:

\_\_\_\_\_

- Vice President(s):

Please see attached.

\_\_\_\_\_

- Treasurer:

\_\_\_\_\_

- Secretary:

\_\_\_\_\_



# DICK ANDERSON CONSTRUCTION, INC.

NAME	TITLE	EXPERTISE	YEARS WITH DAC
Marty Schuma	President	Commercial Building, Design Build, Civil Structures	22
Allan Frankl	Vice President	Commercial Building, Design Build, Civil Structures	18
Derek Didriksen	Vice President	Commercial Building, Design Build, Civil Structures	19
Regan Meredith	Estimating / Secretary/Treasure	Commercial Building, Design Build	15

4610 TRI-HILL FRONTAGE ROAD, GREAT FALLS, MONTANA 59404 406-761-8707 FAX 406-761-3134  
3424 HIGHWAY 12 EAST, HELENA, MONTANA 59601 406-443-3225 FAX 406-443-1537  
4498 JACKRABBIT LANE, BOZEMAN, MONTANA 59718 406-586-0889 FAX 406-388-4263  
PO BOX 31511, BILLINGS, MONTANA 59107 406-248-3700

LIMITED LIABILITY COMPANY

State of Organization:

N/A

Date of Organization:

Members:

JOINT VENTURE

State of Organization:

N/A

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

N/A

- Address:

Joint Venture Managing Partner

- Name:

N/A

- Address:

Joint Venture Managing Partner

- Name:

N/A

- Address:



7. LICENSING

Jurisdiction: Please see attached  
 Type of License: \_\_\_\_\_  
 License Number: \_\_\_\_\_  
 Jurisdiction: \_\_\_\_\_  
 Type of License: \_\_\_\_\_  
 License Number: \_\_\_\_\_

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: NA  
 Minority Business Enterprise: \_\_\_\_\_  
 Woman Owned Enterprise: \_\_\_\_\_  
 Small Business Enterprise: \_\_\_\_\_  
 Other ( \_\_\_\_\_ ): \_\_\_\_\_

9. BONDING INFORMATION

Bonding Company: Continental Casual Co.  
 Address: 333 S. Wabash Ave  
Chicago IL 60604  
 Bonding Agent: Hub International - John Leaf  
 Address: 100 Park Drive S.  
Great Falls MT 59401  
 Contact Name: John Leaf  
 Phone: 406-791-9910  
 Aggregate Bonding Capacity: \$ 300 million  
 Available Bonding Capacity as of date of this submittal: \$ 235 million

**DICK ANDERSON CONSTRUCTION LICENSING**

State Of Montana, Trade: General Construction, License #4391  
State Of California, Trade: General Construction, License #827311  
State Of Washington, Trade; General Construction License #602-918-317  
State Of Idaho, Trade; General Construction License # RCE 24577 001995  
State Of Wyoming, Trade; General Construction License # RCE 92628  
State Of North Dakota Trade; General Construction License # 37855  
State Of South Dakota Trade; General Construction License # FB033251

## 10. FINANCIAL INFORMATION

Financial Institution: First Interstate Bank

Address: 25 E Lyndale  
Helena MT 59601

Account Manager: Michael Dalton

Phone: 406-422-1607

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

## 11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

Total number of man-hours worked for the last 5 Years:

YEAR	<u>2017</u>	TOTAL NUMBER OF MAN-HOURS	<u>275,000</u>
YEAR	<u>2016</u>	TOTAL NUMBER OF MAN-HOURS	<u>615,765</u>
YEAR	<u>2015</u>	TOTAL NUMBER OF MAN-HOURS	<u>585,976</u>
YEAR	<u>2014</u>	TOTAL NUMBER OF MAN-HOURS	<u>625,478</u>
YEAR	<u>2013</u>	TOTAL NUMBER OF MAN-HOURS	<u>463,719</u>

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	<u>2017</u>	DART	<u>0</u>
YEAR	<u>2016</u>	DART	<u>1.3</u>
YEAR	<u>2015</u>	DART	<u>3.4</u>
YEAR	<u>2014</u>	DART	<u>2.2</u>
YEAR	<u>2013</u>	DART	<u>2.6</u>

### 13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

### 14. SUBCONTRACTORS

MAJOR SUBCONTRACTORS:

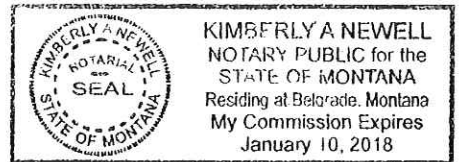
List on **Schedule D** all "Major Subcontractors" planned for use on the Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Dick Anderson Construction  
BY: [Signature]  
TITLE: V.P.  
DATED: 7/6-17

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 10<sup>th</sup> DAY OF July, 2017



NOTARY PUBLIC - STATE OF Montana  
MY COMMISSION EXPIRES: 1/10-18

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.



SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person Name: Address: Telephone:	Design Engineer Name: Company: Telephone:	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone: <i>Please see attached</i>				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

ATTACHMENT 3.4  
CURRENT WORKLOAD PROJECTS

PROJECT #	PROJECT	LOCATION	OWNER	CONTACT	CONTACT #	ARCHITECT	ARCHITECT CONTACT	ARCHITECT #	CONTRACT	SQUARE FOOTAGE	START DATE	SCHEDULED COMPLETION	WORK IN PROGRESS PHOTOS	PROFESSIONAL PHOTOS
	Livingston 2014 Capital Project	Livingston - Montana	City of Livingston	Edwin Meese	406-272-2005	Stahly Engineering & Assoc.		406-527-9276	765,556.00	N/A	9/2014	TBD		
	Livingston Water Rehab	Livingston - Montana	City of Livingston	Edwin Meese	406-272-2005	Stahly Engineering & Assoc.		406-572-9276	1,276,281.00	N/A	6/2013	TBD		
	Coldrip Backwash	Coldrip - Montana	City of Coldrip	Bryan Swan	406-748-2300	KU		406-245-5499	899,728.00		10/2014	TBD		
	Coldrip Lift Station Improvements	Coldrip - Montana	City of Coldrip	Bryan Swan	406-748-2300	KU		406-245-5499	501,542.00		4/2015	TBD		
	Spanish Peak Highlands BA	Big Sky - Montana	CH SP Acquisition LLC	Jon Ohlen	406-539-7311	Merrison Maerle, Inc		406-567-0721	5,172,783.00		5/2015	TBD		
	Spanish Peaks Settlement Bridge	Big Sky - Montana	CH SP Acquisition LLC	Jon Ohlen	406-539-7311	Merrison Maerle, Inc		406-587-0721	459,784.00		5/2015	TBD		
	Hardtown Sewer Reliabil 2014	Hardtown - Montana	City of Hardtown	Thomas Stone	406-832-5523	Robert Piccola & Associates		406-447-5050	1,047,603.00		7/2014	TBD		
	Gardiner Water Rehab 2014	Gardiner - Montana	Gardiner Park County Water & Sewer District	Larry Nurbachon	406-848-7734	Munagh Municipal Engineering		406-704-5088	1,294,000.00		6/2014	TBD		
	White Sulphur Spring School Renovation	White Sulphur Spring, Montana	White Sulphur Spring Public Schools	Pete Thielke	406-547-3731	CVG Architects - Anthony Pergolino		406-443-2340	9,000,000.00		6/2016	TBD		
	Wilks Residence	Lewistown, Montana	Dan and Staci Wilks	Pete Thielke	817-850-5313	Local Architects		406-597-1139	Est. 27,000,000.00	36,000	9/2015	11/2017		
	Cabaret George Bridge - 1 Mile West of Heron	Heron - Montana	Montana Department of Transportation	David Peterson	406-444-6215	Montana Department of Transportation		406-444-6215	13,306,000.00		8/2015	3/2017		
	Haven WWTP	Haven - Montana	City of Haven	Tom McCarvel	406-265-4941	DS&A, P.C. - Mike Dowling		406-457-5470	9,301,924.00	N/A	5/2015	11/2016		
	Carroll College Humanities Activity Center	Helena - Montana	Carroll College	Jason Livingston	406-447-4409	N/A		N/A	3,000,000.00		10/2015	10/2016		
	Deer Lick Creek Bridge - 6M West Glacier	West Glacier, Montana	Montana Department of Transportation	Matt Wilson	415-320-9342	N/A		N/A	13,000,000.00		3/2016	10/2016		
	Greenfield Wind Project	Farfield, Montana	Greenfield Wind LLC	Jessica Tooley	312-653-3901	SMA Architects - Tim Meadows		406-442-4933	70,000,000.00	97,400	5/2015	9/2016		
	Blue Cross Blue Shield	Helena - Montana	Health Care Service Corporation	David Trost	406-655-5632	CTA Architects - Greg Matthews		406-606-6124	18,105,000.00		2/2016	8/2016		
	Wynokstone Senior Living	Billings - Montana	St. John's Lutheran Ministries	Al Simpson	505-468-1365	CTA Architects		406-728-9522	3,000,000.00	7,258	9/2015	8/2016		
	Silicon Residence	Whitefish - Montana	AI and Lisa Shewon	Randy Metairie	208-476-3817	LRM Stoen, Inc - Byron Payvo		509-464-1365	4,484,710.00	53,772	2/2016	7/2016		
	Super 1 Food - Great Falls	Great Falls - Montana	Manito Super 1 Foods, Inc	Chuck Martine	406-459-3176	Federal Highway Administration		406-157-5470	1,604,565.00		4/2015	6/2016		
	Illini Road	Helena - Montana	D & M Development, LLC	Mark Esponde	406-459-3176	DSA, P.C. - Mike Dowling		406-437-5470	9,670,837.00	30,085	8/2015	5/2016		
	DNRC Office Building	Helena - Montana	D & M Development, LLC	Mark Esponde	406-459-3176	DSA, P.C. - Mike Dowling		406-437-5470	1,205,000.00	36,000	8/2015	9/2016		
	DNRC Office Parking Garage	Helena - Montana	Rock Creek Cattle Company	Louise Barotetti	406-863-2060	CTA Architects		406-728-9522	TBD	1,208	10/2015	5/2016		
	Foley Lake Cabin	Deer Lodge - Montana	Plezer Motors	Erick Anderson	406-447-2603	Mosaic Architects		406-449-2013	2,341,189.00	13,796	10/2015	5/2016		
	Plezer Motors	Helena - Montana	Great Falls Specialty Clinic	Haley Drntzer	406-654-2171	LPW Architects - Dave Cantley		406-771-0770	1,200,000.00		6/2015	4/2016		
	Great Falls Specialty Clinic Renovation	Great Falls - Montana	Carroll College	Tom McCarvel	406-447-4409	DSA, P.C. - Mike Dowling		406-657-5470	2,142,769.00	27,840	2/2015	4/2016		
	Carroll College PE Complex Renovation	Helena - Montana	FRE, Montana LLC	Larry Gimmig	214-369-3939	Christopher Kidd & Associates - Jason Payne		267-901-0505	11,949,510.00	6,379	10/2015	3/2016		
	FMK Medical Office Building	Poplar, Montana	CHSC LLC	Haley Drntzer	406-771-3126	LPW Architects - Dave Cantley		406-771-0770	TBD	13,800	12/2015	3/2016		
	Great Falls Clinic OBGYN Renovation	Great Falls - Montana	ClassSmith River Biologicals	Matthew Durfing	406-381-0205				1,145,557	3,700	10/2015	3/2016		
	Glenn Vaccines Hamilton Facilities	Hamilton - Montana	City of Missoula	John Engen					234,017		9/2015	2/2016		
	Missoula Biosciolo Dewaterng	Missoula - Montana												

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person Name: Address: Telephone:	Design Engineer Name: Company: Telephone:	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

*Please see attached*



ATTACHMENT 3.3

MAJOR COMPLETED PROJECTS IN THE PAST FIVE YEARS

PROJECT	LOCATION	OWNER	CONTACT	CONTACT #	ARCHITECT/ENGINEER	CONTACT #	CONTRACT AMOUNT	SQUARE FOOTAGE	START DATE	DATE COMPLETE
MSU College of Business	Bozeman - Montana	Montana State University	Russ Katherman	406-444-3332	Comma Q Architects	406-585-1112	\$15,000,000.00	45000	5/13	05/15
Fistwillow Creek	Moody - Montana	Montana Department of Transportation	Chris Trautmann	406-652-0277	Montana Department of Transportation	406-444-6215	\$967,269.00	N/A	10/14	4/15
F State Truck Center	Great Falls - Montana	Interstate Companies	Travis Ferrod	952-854-2044	HGFA Architects	406-248-7811	\$3,132,885.00	16610	6/14	4/15
Lewis & Clark Cooperative Remodel	Healthcare - Helena - Montana	Lewis & Clark County	Kyle Thomas	406-447-8034	Bjerle Architects	406-443-5801	4,441,570.15	34200	12/13	4/15
Loonbro Fabrication Shop	Great Falls - Montana	Loonbro	Lee Haven	406-231-8083	Nelson Architects	406-727-3286	\$3,219,424.00	30000	5/14	1/15
Scoropomist Village Renovation Phase II	Great Falls - Montana	Homeward	Julie Stiteler	406-532-4663	LPW Architects	406-771-0770	\$2,740,000.00	25000 SQ FT	3/14	12/14
Central Montana Eye Care	Great Falls - Montana	Central Montana Eye Care	Morgan Leach	406-453-1900	Nona	None	\$20,182.00	N/A	8/14	10/14
Boeing Expansion	Helena, Montana	The Boeing Company	Tim Bury	406-235-0731	Mark Harrington	503-345-5640	\$11,750,700.00	56700 SQ FT	12/13	10/14
Buffalo Wild Wings	Great Falls - Montana	DAPEG Investments	Robert Schmidt	801-841-3082	Schea, Inc./Erica Freeman	612-339-2257	\$2,148,101.00	2017 SQ FT	12/13	10/14
Pioneer Aviation	Helena, Montana	Tom & Tammy Hoffman	Tom Hoffman	406-431-4683	Tony Peripognac	406-443-2340	\$4,764,007.00	34000 SQ FT	11/13	8/14
Fallon County Dispatch/Sheriff Office	Baller - Montana	Fallon County Commission	Chuck Lee	406-978-3911	Stevenson Architects	406-234-0777	\$1,640,693.00	2297 SQ FT	1/14	8/14
Riverside Middle School Window Replacement	Billings - Montana	School District #2	Law Anderson	406-281-6000	CTA Architects	406-248-7455	\$502,500.00	N/A	8/14	8/14
Sheridan College Thorn Rider Campus Center	Sheridan - Wyoming	Sheridan College	Cheryl Heath	307-674-6446	CTA Architects	406-698-8823	\$10,076,577.00	N/A	6/13	7/14
Deep Creek Structures - Broadwater County	Townsend, Montana	Montana Department of Transportation	Shane Johnson	406-444-6001	Montana Department of Transportation	406-444-6215	\$2,814,643.05	N/A	11/13	6/14
Billings Clinic RTU Relocation	Billings - Montana	Billings Clinic	Mitch Goplen	406-651-1134	ABE Architects	406-248-2633	\$4,990,241.00	N/A	3/13	8/14
Fairfield Wind Project	Fairfield, Montana	Foundation Wind Power, LLC	John Pimmment	650-269-8933	Windata, LLC	415-320-9342	\$6,275,000.00	N/A	10/13	6/14
Lake Hotel Phase II	Yellowstone National Park	Xanterra Parks & Resorts	Dale Fowler	307-242-3769	ABE Architects	406-721-5643	\$18,705,000.00	120000 SQ FT	9/13	1/14
MAFB Bldg 470 - A&S&S LLC	Great Falls - Montana	SUB-Bio Seal, LLC	Greg Parks	406-223-3381	Malmstrom Air Force Base	406-223-3381	\$1,723,700.00	N/A	11/13	5/14
H.S.C. - Blue Cross Blue Shield	Great Falls - Montana	Health Care Service Co.p.	Matt Tevernah	312-456-8472	FWAI Architects	217-528-3661	\$3,000,000.00	25000 SQ FT	1/14	5/14
Carbon County - Montauque Road Bridge	Idollet, Montana	Montana Department of Transportation	Cheryl Price	406-444-6215	Great West Engineering	406-449-8677	\$479,867.00	N/A	7/13	3/14
Bozeman Bridges - Gallatin County	Bozeman - Montana	Montana Department of Transportation	Paul Cogley	406-570-0374	Montana Department of Transportation	406-444-6215	\$9,766,978.00	N/A	3/13	3/14
East Helena Wastewater Treatment Plant	East Helena, Montana	City of East Helena	Mayor	406-227-5321	Robert Peccia & Associates	406-447-5000	\$2,867,900.00	N/A	7/13	3/14
Salmon WWTP Improvements	Salmon - Idaho	City of Salmon, Idaho	Harry Shanafelt	208-756-3214	Keller Associates	208-238-2146	\$2,974,327.00	N/A	3/13	1/14
Great Falls Airport Snow Removal Building	Great Falls - Montana	Great Falls Airport Authority	Red Hall	406-727-3404	CH2M HILL	720-286-5052	\$845,170.55	N/A	8/13	1/14
Crescent Drive & Henderson Heights Water Main	Great Falls - Montana	City of Great Falls	Jim Young	406-727-8390	City of Great Falls Engineering	406-771-1258	\$994,977.00	N/A	10/13	12/13
Toole County Public Safety Remodel	Shelby - Montana	Toole County	Ben Ober	406-434-5585	Schenker & McKittrick	406-442-4933	\$423,861.00	1812 SQ FT	7/13	12/13
Swift Current Cabins	Glacier National Park	Glacier National Park	Keith Smith	406-226-6572	Architects Design Group	406-257-7125	\$821,751.00	312 SQ FT EA	8/13	11/13
Gardiner Distributing Building	Billings - Montana	Milan Cook et al.	Rob Chouhvard	406-656-5000	TSP Architects	307-672-5496	\$3,984,934.00	110,880 SQ FT	3/13	11/13
RiverStone Health Pharmacy Remodel	Billings - Montana	RiverStone Health	Jeff Ivie	406-247-330	CTA Architects	406-248-7455	\$447,434.00	1600 SQ FT	11/13	11/13
Cellular Plus	Billings - Montana	Kimmet Properties, LLC	Adam Kimmet	None	HGFA Architects	406-248-7811	\$602,395.00	N/A	11/13	11/13
Billings Gymnastics School	Billings - Montana	Street Properties, LLC	None	None	Schultz-Foss Architects	406-252-9218	\$1,730,119.00	N/A	11/13	11/13
Holiday Inn Express & Suites	Belgrade - Montana	Major Brands Distributing Imports, Inc. dba Holiday Inn Express of Belgrade	Roger Hevis	406-497-6932	CVG Architects	406-443-2340	\$7,293,913.00	N/A	9/13	9/13
Pacific Steel Headquarters	Great Falls - Montana	Pacific Steel Co.	Jeff Milbollen	406-791-8524	L'Heureux Page Werner	406-771-0770	\$4,403,562.00	18,750 SQ FT	9/12	9/13
Tractor & Equipment Rental Services	Williston - North Dakota	Tractor & Equipment	Don Urm	406-656-0202	Schultz-Foss Architects	406-252-9218	\$7,267,057.00	39473 SQ FT	9/13	9/13
Town Hall West Yellowstone	West Yellowstone	Town of West Yellowstone	Elizabeth Ross	406-646-7795	Nelson Architects	406-727-3286	\$1,493,175.00	N/A	9/13	9/13
MSU Cooley Lab	Bozeman - Montana	Montana State University	Cecilia Vaniman	406-994-5458	LPW Architects	406-771-0770	\$12,619,610.00	N/A	9/11	8/13
Cenex Truck Terminal	Laurel, MT	Cenex Harvest States	Nick Gee	406-618-5302	CHS	406-628-5107	\$495,467.00	2736 SQ	8/13	8/13
Helena Community Credit Union	Helena, Montana	Helena Community Credit Union	Greg Stizich	406-443-5400	CTA Architects-Billings	406-248-7455	\$2,366,475.00	7556 SQ FT	7/13	7/13
Scoropomist Village Renovation	Great Falls - Montana	Homeward	Julie Stiteler	406-532-4663	L'Heureux Page Werner	406-771-0770	\$390,834.00	N/A	10/12	7/13
Barton Residence	Deer Lodge-Montana	Jim and Carol Barton	Jim and Carol Barton	None	CTA Missoula	406-728-9522	\$2,290,816.00	7090 SQ FT	10/12	7/13
ST Peters Hospital MDB 3rd Floor Ortho	Helena, Montana	Waterford of Helena	None	406-443-3422	LPS Architects	508-265-1548	\$5,432,170.00	N/A	6/13	6/13
Big R CoKille	Cohville - Washington	C.S.W.W. Inc	Curt Wake	406-761-7441	Curt Wake	406-761-7441	\$145,503.00	N/A	3/13	5/13
Lake Hotel	Yellowstone National Park	Xanterra Parks & Resorts	Dale Fowler	307-242-3769	ABE Architects	406-721-5643	\$9,195,000.00	120000 SQ FT	9/12	5/13
Skyway Mill Development	Helena, Montana	Skyway Mill/Wadsworth Development	Robert Schmidt	801-841-3082	CTA Architects	406-452-3321	\$4,309,947.00	186900 SQ FT	9/6	4/13
Miles City WWTP - Haynes	Miles City - Montana	City of Miles City	Allen Klein	406-234-6392	Robert Peccia & Associates	406-447-5000	\$1,256,000.00	N/A	10/12	3/13
Shane Ridge Road Bridge	Red Lodge-Montana	Carbon County	John Grewell	406-446-1121	Great West Engineering	406-449-8677	\$312,583.00	N/A	10/12	2/13
1st Presbyterian Church - Cowen Wing	Great Falls - Montana	First Presbyterian Church	Craig Anton	406-453-1411	Hessler Architects	406-728-5000	\$999,087.00	5000 SQ FT	7/12	1/13
IHC Davis Gym Addition	Cut Bank - Montana	Yellowstone Electric	Alan Aroeth	406-869-9402	CTA Architects - Great Falls	406-452-3321	\$2,199,264.00	N/A	5/12	12/12
Canyon Village Lodge	Yellowstone National Park	Xanterra Parks	Mark Stodaszek	307-314-5330	JGA Architects	406-245-6163	\$4,471,052.00	N/A	4/12	5/13
Splon Kop Wind	Geyser - Montana	Ryan Companies	Brian Beste	612-492-4625	Barr Engineering	952-832-2600	\$4,431,727.00	N/A	5/12	07/12
Rocky Boy School Addition	Box Elder-Montana	Rocky Boy Public Schools	Vovd St. Pierre	406-395-47-91	L'Heureux Page Werner	406-771-0770	\$3,342,800.00	16000 SQ FT	6/11	09/12
MonTEC Renovate Incubator and Construct Pilot Plant	Missoula - Montana	MonTEC	Joe Fanguy	406-243-2148	Sudin FORMA Architects	406-585-1400	\$3,152,383.63	14520 SQ FT	1/12	10/12
Rimrock O & M Building	Kevin - Montana	M.A. Mortenson	Kurt Arantson	763-287-5728	Hessler Architects	406-727-2757	\$1,328,896.00	7560 SQ FT	2/12	09/12
Utah Chevrolet Remodel	Helena, Montana	Lithia	Eric Patterson	406-442-9001	Kitler, Small White Architects	541-486-8200	\$519,173.00	5200 SQ FT	4/12	08/12
Boeing Mainline Foundations	Helena, Montana	Boeing Helena	Dustin Nelson	406-443-9348	Boeing Helena	406-443-9348	\$903,024.00	N/A	08/12	08/12
MSU Cooley Lab	Bozeman - Montana	Montana State University	Debbie Drews	406-994-5463	Architects Design Group	406-257-7125	\$12,564,540.00	45000 SQ FT	9/10	06/12
MSU Renee Library Renovation	Bozeman - Montana	Montana State University	Debbie Drews	406-994-5463	Facilities Planning, Design & Construction- MSU	406-994-5463	\$510,531.00	112000 SQ FT	5/11	06/12
Rock Creek Cattle Company Complex Deer Lodge, MT	Deer Lodge-Montana	Rock Creek Cattle Company	None	None	Kibo Group Architecture	406-363-0000	\$4,000,000.00	Varies	None	06/12

United States Postal Service/State of Montana	Statewide - Montana	United States Postal Service	Tom Carrere	303-220-4538	United States Postal Service	303-220-4538	\$1,403,000.00	N/A	04/10	04/10
Pioneer Block Building	Helena, Montana	Pioneer Block, LLC	Kim Beatty	406-443-1880	CTA Architects	406-556-7100	\$5,151,282.00	27,500 SQ FT	5/11	06/11
Fusion Grille Restaurant	Helena, Montana	Fusion Grille, Inc.	Fristen Nicholson	406-936-1850	Dwelling-Sandholm	406-457-5470	\$605,495.00	6,635 SQ FT	9/11	09/12
Micro Hydroelectric Plant	Yellowstone National Park	IMR-YELLOWSTONE NATIONAL PARK	John G. Chaney		CTA Architects	406-248-7855	\$895,844.00	N/A	3/10	05/10
Cutbank Railroad Overpass	Cut Bank - Montana	LHC, Inc.	Mark Beckedahl	406-673-8024	Montana Department of Transportation	406-444-6215	\$2,207,318.00	N/A	4/11	05/12
Big R Store, Omsk, WA	Omsk - Washington	CHY Properties, LLC	Chuck Schmidt	406-868-6922	L'Heureux Page Werner	406-771-0770	\$5,210,007.00	82,000 SQ FT	5/11	05/12
Missoula Wastewater Treatment Plant	Missoula - Montana	City of Missoula	Starr Sullivan	406-239-2457	Morrison/Maierle	406-442-3050	\$7,895,475.00	N/A	10/10	04/10
RDO Equipment Renovation	Great Falls - Montana	Arista Development	Jeff Schaumann	701-229-8244	RL Engerstrom	701-293-5750	\$473,760.00	4,000 SQ FT	8/11	04/12
Fort Smith Water Improvements	Yellowtail - Montana	Fort Smith Water & Sewer		406-656-9125	Great West Engineering	406-652-5000	\$7,650,572.00	N/A	6/11	03/12
Winnett School Metal Building	Winnett - Montana	Winnett Public Schools		406-419-2254	Nashian Monks PLLC	406-582-9501	\$408,223.00		8/11	03/12
Chinook Water Treatment	Chinook - Montana	City of Chinook	Keith Hanson	406-357-3160	Siemens Engineering	406-262-9725	\$180,056.00	N/A	9/11	02/12
Hawthorne School Upgrades	Bozeman - Montana	Bozeman Public Schools	Robert Watson	406-522-6700	CTA Architects	406-556-7100	\$1,851,296.00			01/12
Gordon Butte Wind Farm	Martinsdale - Montana	Gordon Butte Wind, LLC	Ereel Galt	406-572-3312	Stahly Engineers	406-442-8394	\$10,877,548.00	N/A	7/11	12/11
Madison Wastewater Treatment Plant	Yellowstone National Park	National Park Service	Zach Jertz	307-534-2075	Tetra Tech - Sheri Jones	303-825-5859	\$4,691,000.00	N/A	4/10	1/12
Cafe Rio	Great Falls - Montana	Cafe Rio	Terry Lock	801-930-6009	10 NINE Design Group	702-835-7000	\$628,234.00	3694 SQ FT	5/12	12/11
West Yellowstone Bus Storage	West Yellowstone- MT	West Yellowstone Foundation			SJS Architecture	406-640-7505	\$267,592.00		2/11	12/11
Peak Addition Phase B	Great Falls - Montana	Peak Health and Wellness	Lynn Compton	406-727-2325	L'Heureux Page Werner	406-771-0770	\$3,005,748.00	12,000 SQ FT	2/11	6/12
Swift Current Lift Station	Glacier National Park	National Park Service	Keith Smith	406-407-4551	John Lucke		\$204,141.00	N/A		11/12
Hardin Waste Water Treatment Plant Phase 1B	Hardin - Montana	City of Hardin	Jack Lane	406-665-9292	Great West Engineering	406-449-8027	\$351,887.00	N/A	5/12	5/13
Wibaux Wastewater Treatment Plant	Wibaux - Montana	City of Wibaux		406-795-6143	Interstate Engineering	406-372-5617	\$1,393,132.00	N/A	4/11	11/11
St. Peters Hospital Cancer Treatment Center	Helena, Montana	St. Peters Hospital	Marci Rollet	406-444-2100	State Architecture	406-457-0360	\$1,260,938.00		4/5	09/11
ABRA Dominion Creek Trestle	Montana - Idaho Border	USDA Forest Service	Carrie Kegel	406-822-3972	USDA Forest Service	406-822-3972	\$876,857.00	N/A	7/10	09/11
Big R Ponderay Idaho	Ponderay - Idaho	CSWN Inc.	Wayne Wike	406-761-7115	James A Sewell & Associates	208-263-4160	\$2,114,880.00		12/10	7/11
Malmstrom AFB CATM Vault	Great Falls - Montana	Malmstrom Air Force Base	Mark Jefferson	406-731-4014	341st Contracting Squadron	406-731-4014	\$370,100.00			07/11
Malmstrom AFB Secure Battle Cab	Great Falls - Montana	Malmstrom Air Force Base	Mark Jefferson	406-731-4014	341st Contracting Squadron	406-731-4014	\$793,985.00			07/11
Malmstrom AFB Repair Fire Sprinkler	Great Falls - Montana	Malmstrom Air Force Base	Mark Jefferson	406-731-4014	341st Contracting Squadron	406-731-4014	\$187,500.00		6/11	10/11
Gardner Lift Station	Gardner - Montana	Gardner Park County Water and Sewer District	Daniel Benschwale	406-848-7734	Great West Engineering	406-449-8527	\$580,262.00	N/A	4/11	06/11
Fish Creek HQ Lift Station	Glacier National Park	U.S. Department of Interior	Jonathan Afari	406-988-7800	U.S. Department of Interior	406-886-7800	\$482,700.00	N/A	12/10	06/11
American Federal Bank Remodel	Helena, Montana	American Federal		406-442-1557	CWG Architects	406-443-2340	\$614,484.00			06/11
MSU College of Technology Hospital	Great Falls - Montana	MSU College of Technology	Mary Ellen Baukol	406-771-4300	CTA Architects	406-452-3321	\$494,056.00		12/10	06/11
Microhydroelectric Plant	Yellowstone National Park	National Park Service			CTA Architects	406-556-7100	\$846,352.00	N/A		06/11
CDM Renovation/GN Mountain West Bank	Mountain West Bank	Mountain West Bank			Mosaic Architects	406-449-2013	\$480,037.00			05/11
Jack Rabbit House Renovation	Bozeman - Montana	MADO Properties, LLC			Comma Q	406-585-1113	\$450,000.00			06/11
Capital City Health Club	Helena, Montana	St. Peters Hospital			CTA Architects	406-556-7100	\$5,792,240.00			04/11
Helena Motors Remodel	Helena, Montana	Jim Slanger	Jim Slanger	406-442-6310	CWG Architects	406-443-2340	\$946,000.00			04/11
Highland Park School	Haure, Montana	Haure Public Schools	Zella Witter	406-255-4356	Nelson Architects	406-727-3286	\$1,924,908.00		05/10	05/11
Mauwies		Skyway Regional Shopping Center LLC			CTA Architects	406-556-7100	\$400,000.00			01/11
KSP Bridge ABRA15(91 & 92)	Kalispell, MT	Montana Department of Transportation	Ames Const. Gary Landisaw	801-911-8032	Montana Department of Transportation	406-444-6215	\$761,246.00	N/A	01/10	01/11
Franklin School Apartments	Great Falls - Montana	Detroit Affordable Homes	Kim Bruce		Nelson Architects	406-727-3286	\$2,100,000.00		2/10	12/10
Rae Water System Improvements	Bozeman - Montana	Rae Water and Sewer District	Alyce Meas	406-586-3980	Great West Engineering	406-449-8627	\$1,400,570.00	N/A	09/10	12/10
Dearborn Rest Area	Dearborn - Montana	Montana Department of Transportation	Tim Dobbyn	406-452-1747	Dwelling Sandholm	406-457-5470	\$3,648,000.00		12/09	11/10
DNRC Central Land Office	Helena, Montana	Department of Natural Resources and Conservation	Devlin Healy	406-458-3516	Gordon Whirly Architecture	406-452-4370	\$1,117,588.00			11/10
Bozeman High School Expansion/Renovation	Bozeman - Montana	Bozeman Public Schools	Kevin Barre	406-522-8050	Comma Q	406-585-1112	\$28,500,000.00		06/08	09/10
Hamilton Wastewater Treatment	Hamilton, Montana	City of Hamilton	Keith Smith	406-375-1470	HDR Engineering - John Menien	406-532-2700	\$2,966,647.00	N/A	9/9	08/10
Old Faithful Laundry Renovation National Park, MT	Yellowstone National Park	Xanterra Parks and Resorts	Adda Wickan	406-579-0870	A B E Architects	406-721-5643	\$2,351,000.00			06/10
Foley Residence Rock Creek Cattle Co.	Dear Lodge-Montana	Rock Creek Cattle Company			CTA Architects	406-556-7100	\$2,000,000.00			06/10
Montana State Fund Building	Helena, Montana	Montana State Fund	Mark Barry	406-444-6434	Mosaic Architecture	406-449-2013	\$74,974,716.00		09/08	05/10
15th Street Parking Structure	Helena, Montana	City of Helena	Sarah Ekins	406-447-8401	Mosaic Architecture	406-449-2013	\$7,951,182.00		12/08	05/10
Seeley Lake Wastewater Treatment	Seeley Lake - Montana	Seeley Lake Water District	Mike Urdemer		Morrison/Maierle	406-442-3050	\$3,370,791.00	N/A		03/10
3-Rivers Warehouse	Fairfield, Montana	3-Rivers Communications	Mike Henning	406-457-2535	L'Heureux Page Werner	406-771-0770	\$772,819.00		09/10	4/11
Museum of the Rockies Remodel	Bozeman - Montana	Museum of the Rockies	Rebecca Barney	406-994-2251	ThinkOne Architects	406-586-7020	\$622,473.00		09/09	03/10
Montana Mental Health Nursing	Lewistown - Montana	State Of Montana	Andrea Stinson	406-444-6460	Prairie Wind Architecture	406-538-2701	\$370,336.00			03/10
Great Falls Airport Cnt Wash	Great Falls - Montana	Great Falls Airport Authority	Sean Hoven	406-727-3404	CTA Architects	406-452-3321	\$1,252,821.00			03/10
BullHog Wild Wings	Helena, Montana	DAPFG Investments	Robert Schmidt	801-641-3092	CMA Architecture		\$1,608,289.00	6565 SQ FT		02/10
Leon Johnson Hall Masonry	Bozeman - Montana	Montana State University			Morrison/Maierle	406-442-3050	\$1,132,186.00			02/10
Conrad Wastewater Treatment Plant Upgrades	Conrad - Montana	City of Conrad	Richard Anderson	406-271-5821	Morrison/Maierle - Travis Meyer	406-412-3050	\$3,984,248.00	N/A	06/09	06/10



**CLIENT**

City of Missoula  
435 Ryman Street  
Missoula, Montana 59802

**CONTACT PERSON**

Starr Sullivan  
1100 Clark Fork Drive  
Missoula, Montana 59808  
406-239-2457

**LOCATION OF PROJECT**

Missoula, Montana

**PROJECT TYPE**

Hard-Bid

**START DATE**

October 2010

**COMPLETION DATE**

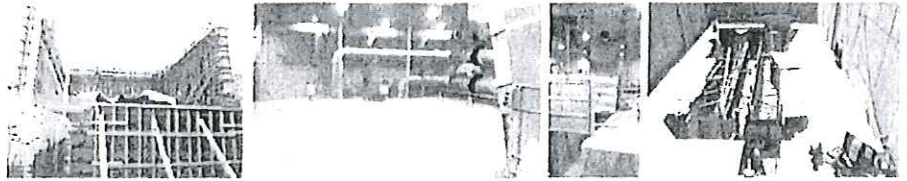
January 2012

**CONTRACT AMOUNT**

• \$7,895,475.00

**SELF PERFORMED**

• 73%

**MISSOULA WASTEWATER TREATMENT PLANT**

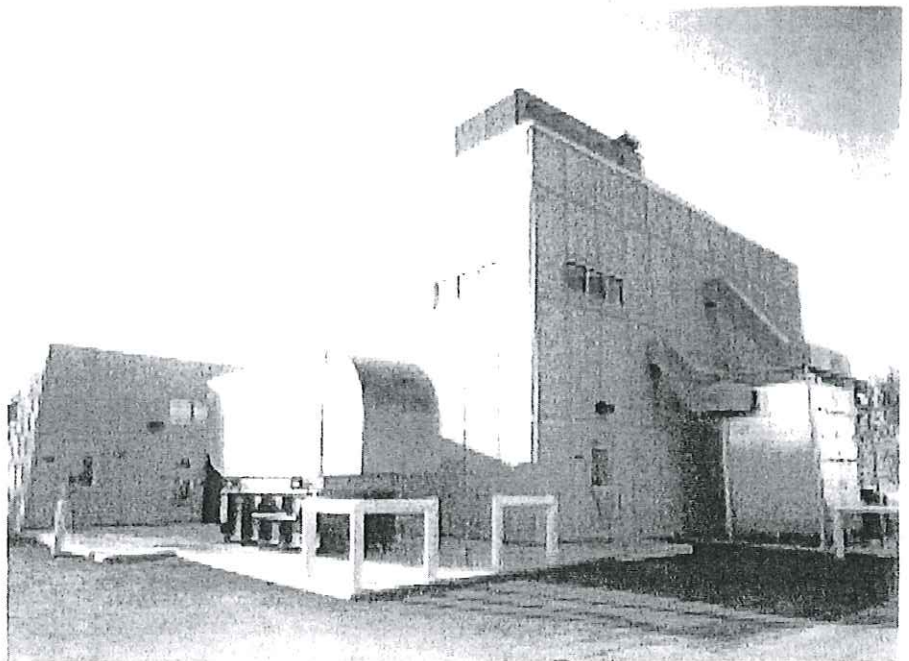
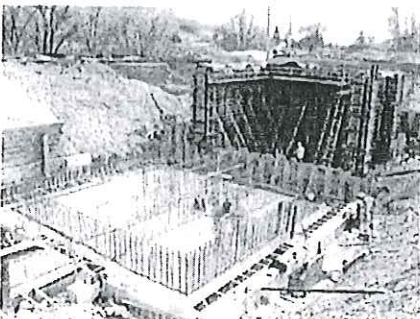
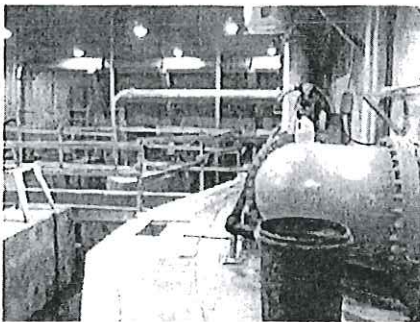
The Missoula Wastewater Treatment Plant Project's design focused on deodorization and process improvements. With a design flow of 20 million gallons per day, a new Headworks Structure, Vortex Grit Structure, Effluent Measurement and Intake Structure were added.

The wet well of the new Headworks structure required excavations up to 45 foot in depth. Due to the projects adjacency to the Clark Fork river, it was necessary to construct a cofferdam and then seal the groundwater with a 9 foot thick seal slab.

Within six weeks of placement of the seal slab, the headworks structure foundation was complete allowing us to backfill and extract our cofferdam. The adjacent river was rising very rapidly due to a 100 year flood event, and we had to maintain backfill operations 2' above the rising water once we got above the capability of the dewatering system.

This headworks building foundation consisted of over 2,000 CY of concrete slabs and walls. The walls were 32' tall and 2' wide.

Some of the other operations performed during this project were bypass pumping of 8 million gallons per day, yard piping, process piping and process equipment installation.





**CLIENT**

Department of the Interior

**CONTACT PERSON**

Zach Jerla  
307-334-2075

**ARCHITECT**

Sheri Jones  
Tetra Tech  
303-825-5999

**LOCATION OF PROJECT**

Madison Junction  
Yellowstone National Park

**START DATE**

April 2010

**COMPLETION DATE**

Fall 2012

**CONTRACT AMOUNT**

• \$4,886,829.00

**SELF PERFORMED**

• 76.8%

**MADISON WASTEWATER TREATMENT PLANT**

DAC was awarded the contract for a new Waste Water Treatment Facility to replace an existing plant that was constructed in 1959. This plant will service the Government Area and the Madison Junction Campground, which is the largest campground in Yellowstone National Park. This project was funded with ARRA Funds.

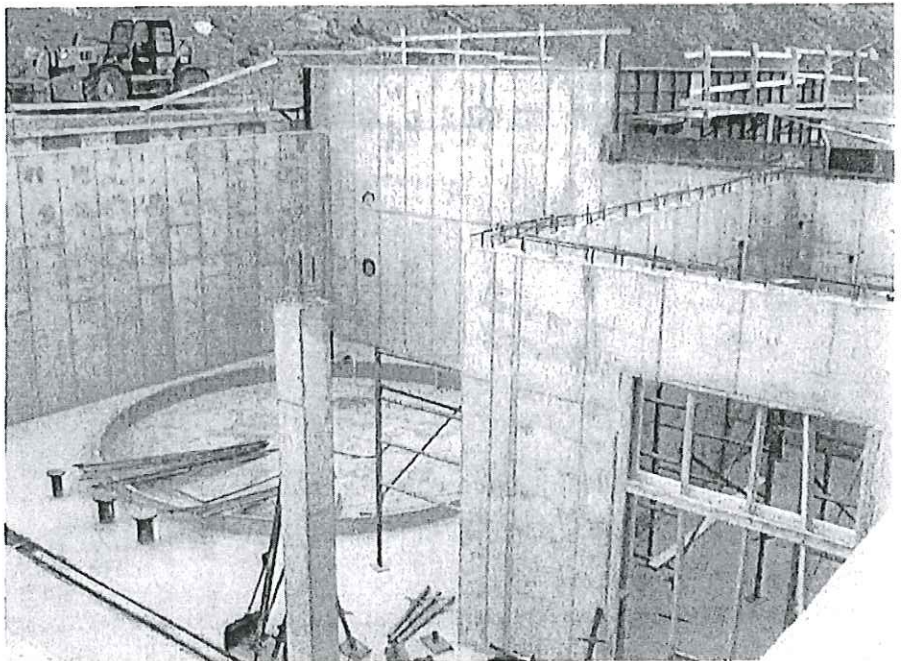
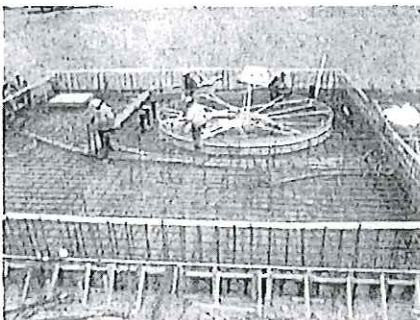
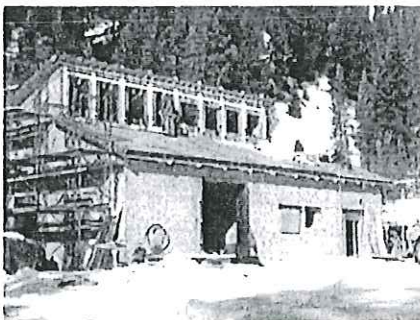
This project consists of a 2,000 s.f. operations building with a full basement, a 100,000 gallon concrete Aeration-Basin, an earthen sludge storage basin, a Headwork's Building and a Lift Station. A 6" water line was installed requiring a bore under the highway. The existing plant was demolished when the new plant came on line.

Crews began in April 2010 clearing and prepping the site. Work began with seven acres of clearing trees along with moving 10,000 CY of dirt for the new plant and the storage basin.

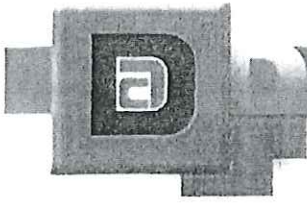
Concurrently, all the underground pipe installation in the adjacent campground had to be completed prior to the summer campers arriving.

Due to the projects location, the weather was hit and miss with snowstorms that occurred in nearly every month of the year. However, we were able to meet several milestones with the dirt and paving operations. This reduced our exposure for the next two years by eliminating cost escalations for major equipment fuel and asphalt.

The process piping inside the structures was completed during the winter months. During this time access to the job site was limited to snowmobiles. Therefore, any materials that were not delivered prior to roads being closed for the winter had to be brought in on sleds behind snowmobiles.





**CLIENT**

City of Hamilton

**CONTACT PERSON**

Keith Smith  
406-375-1470

**ENGINEER**

HDR Engineering  
John Manion  
406-532-2200

**LOCATION OF PROJECT**

Hamilton, Montana

**PROJECT TYPE**

Hard-Bid

**START DATE**

September 2009

**COMPLETION DATE**

December 2010

**CONTRACT AMOUNT**

• \$3,183,796.00

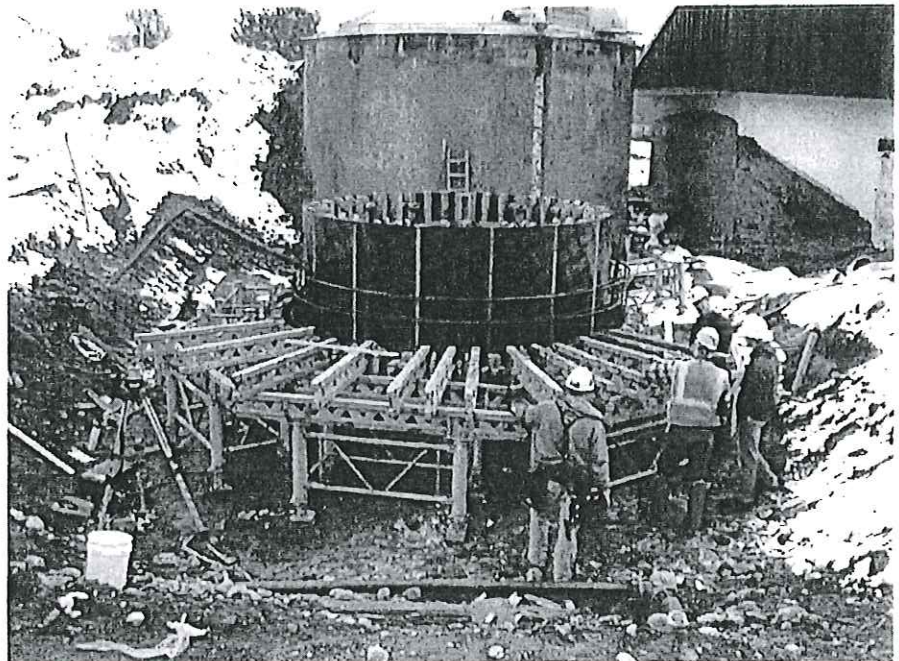
**SELF PERFORMED**

• 72%

**HAMILTON WASTEWATER TREATMENT PLANT**

The Hamilton Wastewater Treatment Plant project included the following construction:

- Installation of a new 12 foot diameter DAFT for improvements to secondary sludge thickening.
- New 30' x 30' dewatering building
- Installation of a new screen press
- Reinstallation of an existing belt filter press
- 14 new blowers and piping for compost manufacturing
- New site piping
- Demolition of the existing grit pump and rotary screen and installation of a new grit pump and rotary screen
- New Foundation and canopy over the existing drying beds
- Installation of non-potable water system for re-use of plant water from the chlorine contact basin in the clarifiers and irrigation
- New instrumentation processes throughout the plant







DICK ANDERSON  
CONSTRUCTION

EQUIPMENT	PURCHASE DATE	CONDITION	ACQ. VALUE
CO17 66" COMBO ROLLER	04/15/11	GOOD	\$50,500
CR01 100 TON CRAWLER	09/17/13	EXCELLENT	\$595,230
DZ01 D6N CAT	01/25/13	GOOD	\$101,800
EX03 350 DLC 271HP	06/22/09	GOOD	\$215,361
EX10 50D HITACHI MINI	09/05/08	GOOD	\$69,380
EX12 308 KOMATSU	08/30/13	GOOD	\$220,508
EX15 228 KOMATSU	12/30/14	EXCELLENT	\$244,728
FL14 CAT TH63	12/20/99	GOOD	\$62,500
LO02 246C SKIDSTEER 74HP	08/29/08	GOOD	\$31,900
LO20 KOMATSU 380	12/30/14	EXCELLENT	\$237,026
PU54 DODGE RAM35	01/16/13	GOOD	\$37,350
PU135 GMC SIERRA 2500HD	07/20/15	EXCELLENT	\$42,892
RG02 JD870D	01/29/13	GOOD	\$132,808
ST02 WATER TRUCK	06/15/03	GOOD	\$32,000



DICK ANDERSON CONSTRUCTION, INC. AND SUBSIDIARIES  
CONSOLIDATED BALANCE SHEETS  
December 31, 2016 and 2015

	<u>2016</u>	<u>2015</u>
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 9,319,091	\$ 9,573,332
Accounts receivable, trade	20,737,587	17,553,986
Retainage receivable	4,743,759	3,517,016
Costs and estimated earnings in excess of billings on uncompleted contracts	3,344,864	1,866,908
Shareholder receivables	1,234,444	334,335
Other receivables	521,628	929,319
Gross receipts tax receivable	50,826	48,516
Prepaid expenses	106,092	27,397
Inventory	37,928	41,985
Marketable securities	<u>1,816,008</u>	<u>3,398,746</u>
Total current assets	<u>41,912,227</u>	<u>37,291,540</u>
<b>PROPERTY AND EQUIPMENT, at cost</b>		
Equipment and trucks	18,083,737	13,215,767
Furniture and fixtures	1,186,770	934,204
Leasehold improvements	<u>1,233,005</u>	<u>1,085,062</u>
	20,503,512	15,235,033
Less accumulated depreciation	<u>11,399,167</u>	<u>9,412,475</u>
Total property and equipment	<u>9,104,345</u>	<u>5,822,558</u>
<b>OTHER ASSETS</b>		
Real estate, held for investment and sale	1,637,114	437,820
Idle equipment	1,126,622	-
Software, net of accumulated amortization	70,044	-
Investment in TurboProp, LLC	56,701	115,000
Cash surrender value of life insurance	18,346	17,607
Goodwill	1,321,470	1,321,470
Deposits	<u>106,569</u>	<u>172,185</u>
Total other assets	<u>4,336,866</u>	<u>2,064,082</u>
Total assets	<u>\$ 55,353,438</u>	<u>\$ 45,178,180</u>

The Notes to Consolidated Financial Statements are an integral part of these statements.



DICK ANDERSON CONSTRUCTION, INC. AND SUBSIDIARIES  
CONSOLIDATED BALANCE SHEETS (CONTINUED)  
December 31, 2016 and 2015

	<u>2016</u>	<u>2015</u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable, trade	\$ 3,846,035	\$ 3,212,481
Subcontractors payable	13,670,267	11,772,847
Retainage payable	4,356,012	3,708,074
Current portion of long-term debt	988,581	202,260
Accrued expenses and other current liabilities	2,099,036	1,537,034
Distribution payable	2,119,554	2,074,841
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>5,184,309</u>	<u>5,359,421</u>
Total current liabilities	<u>32,263,794</u>	<u>27,866,958</u>
<b>LONG-TERM LIABILITIES</b>		
Long-term debt, net of current portion	3,926,607	403,935
Less loan closing costs, net of accumulated amortization of \$8,808 as of December 31, 2016	<u>15,747</u>	<u>-</u>
Long-term debt, less loan closing costs	<u>3,910,860</u>	<u>403,935</u>
<b>STOCKHOLDERS' EQUITY</b>		
Capital stock, common, \$1 stated value: 500,000 shares authorized; 47,300 and 46,400 shares issued and outstanding at December 31, 2016 and 2015, respectively	47,300	46,400
Retained earnings	16,046,669	14,222,028
Additional paid-in capital	1,825,976	1,455,210
Accumulated other comprehensive income: Unrealized gain on available-for-sale securities	<u>609,269</u>	<u>1,013,256</u>
Total Dick Anderson Construction, Inc. and subsidiaries' equity	18,529,214	16,736,894
Non-controlling interests	<u>649,570</u>	<u>170,393</u>
Total stockholders' equity	<u>19,178,784</u>	<u>16,907,287</u>
Total liabilities and stockholders' equity	<u>\$ 55,353,438</u>	<u>\$ 45,178,180</u>

The Notes to Consolidated Financial Statements are an integral part of these statements.

DICK ANDERSON CONSTRUCTION, INC. AND SUBSIDIARIES  
CONSOLIDATED BALANCE SHEETS  
December 31, 2015 and 2014

	<u>2015</u>	<u>2014</u>
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 9,573,332	\$ 5,994,023
Accounts receivable, trade	17,553,986	16,265,415
Retainage receivable	3,517,016	2,612,099
Costs and estimated earnings in excess of billings on uncompleted contracts	1,866,908	2,757,367
Shareholder receivables	334,335	419,962
Other receivables	929,319	781,921
Gross receipts tax receivable	48,516	47,246
Prepaid expenses	27,397	6,203
Inventory	41,985	40,345
Marketable securities	<u>3,398,746</u>	<u>3,245,305</u>
Total current assets	<u>37,291,540</u>	<u>32,169,886</u>
PROPERTY AND EQUIPMENT, at cost		
Equipment and trucks	13,215,767	11,836,414
Furniture and fixtures	934,204	858,152
Leasehold improvements	<u>1,085,062</u>	<u>1,054,613</u>
	15,235,033	13,749,179
Less accumulated depreciation	<u>9,412,475</u>	<u>7,853,161</u>
Total property and equipment	<u>5,822,558</u>	<u>5,896,018</u>
OTHER ASSETS		
Real estate, held for investment and sale	437,820	1,297,075
Investment in TurboProp, LLC	115,000	-
Cash surrender value of life insurance	17,607	17,607
Goodwill	1,321,470	1,321,470
Deposits	<u>172,185</u>	<u>141,836</u>
Total other assets	<u>2,064,082</u>	<u>2,777,988</u>
Total assets	<u>\$ 45,178,180</u>	<u>\$ 40,843,892</u>

The Notes to Consolidated Financial Statements are an integral part of these statements.

DICK ANDERSON CONSTRUCTION, INC. AND SUBSIDIARIES  
CONSOLIDATED BALANCE SHEETS (CONTINUED)  
December 31, 2015 and 2014

	<u>2015</u>	<u>2014</u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable, trade	\$ 3,212,481	\$ 4,098,637
Subcontractors payable	11,772,847	8,251,888
Retainage payable	3,708,074	3,115,714
Current portion of long-term debt	202,260	457,651
Accrued expenses and other current liabilities	1,537,034	1,621,392
Distribution payable	2,074,841	1,620,565
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>5,359,421</u>	<u>4,317,243</u>
Total current liabilities	<u>27,866,958</u>	<u>23,483,090</u>
<b>LONG-TERM LIABILITIES</b>		
Long-term debt, net of current portion	<u>403,935</u>	<u>1,694,708</u>
<b>STOCKHOLDERS' EQUITY</b>		
Capital stock, common, \$1 stated value: 500,000 shares authorized; 46,400 and 46,600 shares issued and outstanding at December 31, 2015 and 2014, respectively	46,400	46,600
Retained earnings	14,222,028	12,645,217
Additional paid-in capital	1,455,210	1,491,050
Accumulated other comprehensive income: Unrealized gain on available-for-sale securities	<u>1,013,256</u>	<u>994,215</u>
Total Dick Anderson Construction, Inc. and subsidiaries' equity	16,736,894	15,177,082
Non-controlling interests	<u>170,393</u>	<u>489,012</u>
Total stockholders' equity	<u>16,907,287</u>	<u>15,666,094</u>
Total liabilities and stockholders' equity	<u>\$ 45,178,180</u>	<u>\$ 40,843,892</u>

The Notes to Consolidated Financial Statements are an integral part of these statements.



**12. SAFETY PROGRAM:**

Name of Contractor's Safety Officer: Skylar Willard

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	<u>2017</u>	EMR	<u>.24</u>
YEAR	<u>2016</u>	EMR	<u>.45</u>
YEAR	<u>2015</u>	EMR	<u>.62</u>
YEAR	<u>2014</u>	EMR	<u>.74</u>
YEAR	<u>2013</u>	EMR	<u>.88</u>

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	<u>2017</u>	TRFR	<u>0.00</u>
YEAR	<u>2016</u>	TRFR	<u>5.52</u>
YEAR	<u>2015</u>	TRFR	<u>3.8</u>
YEAR	<u>2014</u>	TRFR	<u>3.5</u>
YEAR	<u>2013</u>	TRFR	<u>6.9</u>



# DICK ANDERSON CONSTRUCTION, INC.


## Corporate Resolution by Directors

The Board of Directors of Dick Anderson Construction, Inc., organized and existing under the laws of the State of Montana, have authorized any of the following individuals as designated managers to make, execute and approve on behalf of this Company, any and all contracts and other instruments which may be a part of or incident to such contracts, effective until otherwise ordered by the Board of Directors.

DATED: August 30, 2016

(Corporate Seal)

Board of Directors:

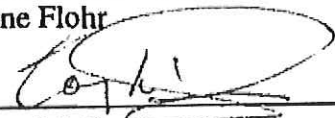
  
Richard Anderson

\_\_\_\_\_  
Kevin Hintt

  
Martin Schuma

\_\_\_\_\_  
Scott Chartier

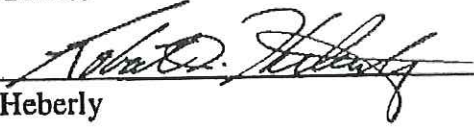
  
Regan Meredith

\_\_\_\_\_  
Shane Flohr  
  
\_\_\_\_\_  
Corey McGreevey

\_\_\_\_\_  
Derek Didriksen

\_\_\_\_\_  
Allan Frankl

\_\_\_\_\_  
Kirk Scheel

  
Bob Heberly



# DICK ANDERSON CONSTRUCTION, INC.

## Corporate Resolution by Directors

The Board of Directors of Dick Anderson Construction, Inc., organized and existing under the laws of the State of Montana, have authorized any of the following individuals as designated managers to make, execute and approve on behalf of this Company, any and all contracts and other instruments which may be a part of or incident to such contracts, effective until otherwise ordered by the Board of Directors.

DATED: August 30, 2016

(Corporate Seal)

Board of Directors:

\_\_\_\_\_  
Richard Anderson

\_\_\_\_\_  
Kevin Hintt

\_\_\_\_\_  
Martin Schuma

\_\_\_\_\_  
Scott Chartier

\_\_\_\_\_  
Regan Meredith

\_\_\_\_\_  
Shane Flohr

\_\_\_\_\_  
  
Derek Didriksen

\_\_\_\_\_  
Corey McGreevey

\_\_\_\_\_  
Allan Frankl

\_\_\_\_\_  
Josh DeVos

\_\_\_\_\_  
  
Kirk Scheel

\_\_\_\_\_  
Brian Bolton

\_\_\_\_\_  
Bob Heberly



# DICK ANDERSON CONSTRUCTION, INC.

## Corporate Resolution by Directors

The Board of Directors of Dick Anderson Construction, Inc., organized and existing under the laws of the State of Montana, have authorized any of the following individuals as designated managers to make, execute and approve on behalf of this Company, any and all contracts and other instruments which may be a part of or incident to such contracts, effective until otherwise ordered by the Board of Directors.

DATED: August 30, 2016

(Corporate Seal)

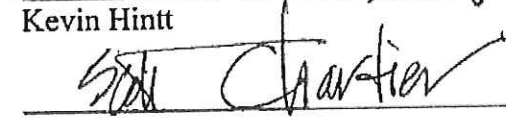
Board of Directors:

\_\_\_\_\_  
Richard Anderson



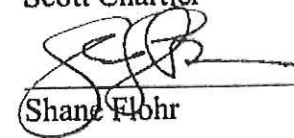
\_\_\_\_\_  
Kevin Hintt

\_\_\_\_\_  
Martin Schuma



\_\_\_\_\_  
Scott Chartier

\_\_\_\_\_  
Regan Meredith



\_\_\_\_\_  
Shane Flohr

\_\_\_\_\_  
Derek Didriksen

\_\_\_\_\_  
Corey McGreevey

\_\_\_\_\_  
Allan Frankl

\_\_\_\_\_  
Josh DeVos

\_\_\_\_\_  
Kirk Scheel

\_\_\_\_\_  
Brian Bolton

\_\_\_\_\_  
Bob Heberly





# DICK ANDERSON CONSTRUCTION, INC.

## Corporate Resolution by Directors

The Board of Directors of Dick Anderson Construction, Inc., organized and existing under the laws of the State of Montana, have authorized any of the following individuals as designated managers to make, execute and approve on behalf of this Company, any and all contracts and other instruments which may be a part of or incident to such contracts, effective until otherwise ordered by the Board of Directors.

DATED: August 30, 2016

(Corporate Seal)

Board of Directors:

\_\_\_\_\_  
Richard Anderson

\_\_\_\_\_  
Kevin Hintt

\_\_\_\_\_  
Martin Schuma

\_\_\_\_\_  
Scott Chartier

\_\_\_\_\_  
Regan Meredith

\_\_\_\_\_  
Shane Flohr

\_\_\_\_\_  
Derek Didriksen

\_\_\_\_\_  
Corey McGreevey

\_\_\_\_\_  
Allan Frankl

\_\_\_\_\_  
Josh DeVos  


\_\_\_\_\_  
Kirk Scheel

\_\_\_\_\_  
Brian Bolton

\_\_\_\_\_  
Bob Heberly

# MARTY SCHUMA

## PRESIDENT, PRINCIPAL IN CHARGE

### EDUCATION

Montana State University  
B.S. Construction Engineering Technology,  
1992

### EXPERIENCE

Dick Anderson Construction  
President - Project Manager  
2009 - Present

Dick Anderson Construction  
Vice President - Project Manager  
2000 - 2008

Dick Anderson Construction  
Project Manager/Project Engineer  
1992-1999

### CERTIFICATIONS

LEED Accredited Professional

ASHE Healthcare Construction Certificate

### REFERENCES

Thomas McCarvel  
Vice President, Community Relations  
Carroll College  
1601 N Benton, Helena, MT 59625  
406-447-4409

Martin Byrnes  
CTA Architects  
219 2nd Avenue South  
Great Falls, MT 59405  
Phone: 406.452.3321

Ben Tintinger  
Mosaic Architecture  
428 N Last Chance Gulch  
Helena, Montana 59601  
406-449-2013

Danny Kaluza  
NorthWestern Energy  
406-497-3236

Marty Schuma has been part of the Dick Anderson Construction team for 23 years. He has extensive knowledge with historical renovations, phased-construction, commercial buildings, construction on congested sites, deep foundation systems and cast in place concrete structural systems.

Marty is very proficient in providing complete preconstruction GCCM services, including scheduling, budgeting and estimating, VE, and constructibility review.

### PROJECT PARTICIPATION

- Construction
  - Owner Contact Review and Signature
  - Project Oversight
  - Monitor Overall Project Schedule, Review Budget & Contract Change process

### PROJECT EXPERIENCE

- DNRC Office Building - *Helena, Montana*
- NorthWestern Energy Headquarters - *Butte, Montana*
- Pioneer Block Building - *Helena, Montana*
- Montana State Fund Office Building - *Helena, Montana*
- 15th Street Parking Structure - *Helena, Montana*
- St. Peters Hospital Medical Office - *Helena, Montana*
- St. Helena Cathedral Renovations - *Helena, Montana*
- Helena Regional Airport Expansion - *Helena, Montana*
- State Capitol Renovation - *Helena, Montana*
- Summit Design & Manufacturing - *Helena, Montana*
- Carroll College Campus Center Renovation - *Helena, Montana*
- Reno H. Sales Stadium, MSU - *Bozeman, Montana*





## PROJECT TEAM

### EDUCATION

Montana State University  
B.S. Construction Engineering

### EXPERIENCE

Dick Anderson Construction  
Vice President - Project Manager  
2009 - Present

Dick Anderson Construction  
Project Manager  
2000 - 2009

Dick Anderson Construction  
Project Engineer  
1996 - 2000

Groomes Excavation  
Operator  
1989-1994

### CERTIFICATIONS

- U.S. Corps of Engineers  
Construction Quality  
Management for Contractors
- Leadership Great Falls
- MCA Healthcare Trustee
- Great Falls Development  
Authority Executive Board  
Member

### REFERENCES

Don Platisha  
406-581-0250  
CMS Inc.

Mitch or Mary Stelling  
406-452-8600  
KLJ Engineering

Steve L'Heureux  
406-77-0770  
LPW Architects



## **ALLAN FRANKL**

*Vice President / Project Manager- Great Falls*

Allan Frankl is a Vice President of Dick Anderson Construction and is a full-time Project Manager. Allan joined DAC in 1996 as a Project Engineer. In 2000, he was promoted to Project Manager. Allan has 23 years of experience in the construction industry.

As Project Manager, Allan is responsible for the project's success starting with preconstruction services through on-site construction operations. Overall project responsibilities include start-up, strategy, value engineering, scheduling, work progress, establishing and maintaining relationships with owners and subcontractors, job quality and job cost controls. Allan works closely as part of an integral team with the Owner and Design Professionals throughout the entire project.

### PROJECT EXPERIENCE

- Big Hole River Bridge - Divide, Montana
- Deep Creek Structures Bridge - Townsend, Montana
- Fairfield Wind Project - Fairfield, Montana
- West Bozeman Interchange - Bozeman Bridges - Bozeman, Montana
- Rocky Boy School Addition & Renovation - Box Elder, Montana
- Cut Bank Railroad Overpass - Cut Bank, Montana
- Peak Health & Wellness Expansion II - Great Falls, Montana
- Gordon Butte Wind Farm, Phase 1 - Martinsdale, Montana
- Kalispell Bypass Bridge ARRA 15(91) & 15(92) - Kalispell, Montana
- Milk River Bridge, East of Harlem ARRA 9003(32) - Harlem, Montana
- Canal Bridge, 6 KM SW of Valier, BR 9037(25) - Valier, Montana
- Madison Valley Hospital & Clinic - Ennis, Montana
- MSU Chemistry Building - Bozeman, Montana
- Cascade County Consolidated Shops - Great Falls, Montana
- MSU College of Technology Phase II - Great Falls, Montana
- Centene Corporation Phase I-V - Great Falls, Montana
- City of Great Falls WTP Basin - Great Falls, Montana
- Peak Health & Wellness Expansion I - Great Falls, Montana
- Bozeman Fish Technology Center - Bozeman, Montana
- Community Federal Credit Union - Great Falls, Montana
- Lattice Materials - Bozeman, Montana
- Stelling Office Building - Great Falls, Montana
- A.W. Miles Building - Livingston, Montana
- Linfield & Montana Halls Renovation - Bozeman, Montana
- Peace Hospice of Montana - Great Falls, Montana
- Livingston Main Post Office Renovation - Livingston, Montana
- Bozeman Rest Area - Bozeman, Montana



# DEREK DIDRIKSEN

## DEREK DIDRIKSEN, PROJECT PRINCIPAL

### EDUCATION

Montana State University  
B.S. Construction Engineering

### EXPERIENCE

Dick Anderson Construction  
Project Manager  
1996 - Present

Morrison Maierle  
Staff Engineer  
1994-1996

Dick Anderson Construction  
Project Engineer  
1993-1994

### CERTIFICATIONS

LEED Accredited Professional

### REFERENCES

Kevin Barre - 406-522-6022  
Bozeman Public Schools

Ben Lloyd - 406-585-1112  
Comma Q Architecture

Dave Cole - 406-570-6387  
National Park Service

Derek Didriksen is the Vice President of Dick Anderson Construction and is full-time Project Manager. Derek joined DAC in 1993 as a Project Engineer. In 1996 he was appointed to the role of Project Manager. Derek has twenty years of experience in the construction industry. He is **based in the Bozeman office.**

### RELEVANT EXPERIENCE

Derek has been in charge of the Bozeman office since its opening in 2007. Derek has had involvement in the preconstruction process of almost every single project completed out of the local office. His understanding of the local market and the challenges associated with them will prove invaluable during preconstruction.

### PROJECT PARTICIPATION

- Preconstruction
  - Derek's primary responsibility will be to assist with Preconstruction Planning with his intimate knowledge of the local building market. He will assist in establishing the milestone budgets as well as help assist in reviewing mechanical subcontractor qualifications, certifications, and ultimate selection on the project.
- Construction
  - Monitor Overall Project Schedule
- Contract Administration
  - Approve GMP contract
- Conflict Mitigation
  - Meet with parties in conflict and approve DAC actions to mitigate
- Safety
  - Approve the Ridge View School Site Specific Safety Manual that identifies site access, parking, separation of workers and users (students / administration / teachers)
- Sustainability
  - Review and comment on material and system choices and offer alternatives where applicable





## DEREK DIDRIKSEN

### PRINCIPAL IN CHARGE

Derek Didriksen is the Vice President of Dick Anderson Construction and is full-time Project Manager. Derek joined DAC in 1993 as a Project Engineer. In 1996 he was appointed to the role of Project Manager. Derek has twenty years of experience in the construction industry.

### EDUCATION

Montana State University  
B.S. Construction Engineering

### EXPERIENCE

Dick Anderson Construction  
Project Manager  
1996 - Present

Morrison Maierle  
Staff Engineer  
1994-1996

Dick Anderson Construction  
Project Engineer  
1993-1994

### CERTIFICATIONS

LEED Accredited Professional

### REFERENCES

Kevin Barre - 406-522-6022  
Bozeman Public Schools

Ben Lloyd - 406-585-1112  
Comma Q Architecture

Dave Cole - 406-570-6387  
National Park Service

As Project Manager, Derek is responsible for guaranteeing project success. This begins with preconstruction services and through on-site construction operations. Overall project responsibilities include start-up, strategy, value engineering, scheduling, work progress, establishing and maintaining relationships with subcontractors, job quality and job cost controls. Derek works closely as part of the integral team with the Owner and the design professionals throughout the entire project phases.

### PROJECT PARTICIPATION

- Preconstruction

Derek's primary responsibility will be to assist with Preconstruction Planning with his intimate knowledge of the local building market. He will assist in establishing the milestone budgets as well as help assist in reviewing mechanical subcontractor qualifications, certifications, and ultimate selection on the project.

#### Relevant Experience

Derek has been in charge of the Bozeman office since its opening in 2007. Derek has had involvement in the preconstruction process of almost every single project completed out of the local office. His understanding of the local market and the challenges associated with them will prove invaluable during preconstruction.

- Construction

Monitor Overall Project Schedule

- Contract Administration

Approve GMP contact

- Conflict Mitigation

Meet with parties in conflict and approve DAC actions to mitigate

- Safety

Approve the project Site Specific Safety Manual that identifies site access, parking, separation of workers and users (students / administration / teachers)

- Sustainability

Review and comment on material and system choices and offer alternatives where applicable



## REGAN MEREDITH

### EDUCATION

Montana State University  
B.S. Construction Engineering

### EXPERIENCE

Dick Anderson Construction  
Secretary/Treasurer, Project Manager  
2012 - Present

Dick Anderson Construction  
Project Engineer/Project Manager  
1999 - 2012

Summer 1998 - Wright Brothers, The  
Building Company, Internship

### CERTIFICATIONS

Sage Timberline Estimating

MT Contractors Association- Building  
Excellence Award for Best Commercial  
Project 2007

MCA Construction Leadership Council

Varco Pruden University Level 1 & 2  
Certificate

Nucor Building Systems Product and  
Pricing Certificate

Adult CPR/First Aid

### HONORS & MEMBERSHIPS

Leadership Helena Certificate of  
Completion

Member - MCA Young Constructors  
Forum

### REFERENCES

Dr. Bill Simons  
Montana EyeCare  
406-443-2121  
Tony Kloker  
Montana City School Superintendent  
406-442-6779

## PROJECT PRINCIPAL AND PROJECT MANAGER

Regan Meredith joined Dick Anderson Construction in 1999 as a Project Engineer, and has since been promoted to Project Manager. Regan's experience is noted below and includes well-rounded experience in all phases and types of construction. She is very honest and knowledgeable in her approach to any project.

### PROJECT EXPERIENCE

- ▶ Montana City School - Montana City, Montana
- ▶ Montana EyeCare - Helena, Montana
- ▶ Lithia Chevrolet - Helena, Montana
- ▶ Lithia Chrysler - Billings, Montana
- ▶ American Federal Savings Bank - Helena, Montana
- ▶ Buffalo Wild Wings - Butte, Montana
- ▶ Buffalo Wild Wings - Kalispell, Montana
- ▶ Buffalo Wild Wings - Helena, Montana
- ▶ Buffalo Wild Wings - Missoula, Montana
- ▶ Carpet Garage - Helena, MT
- ▶ Eastside Mountain West Bank Drive - Up, Helena, Montana
- ▶ Helena High School Gym Renovation - Helena, Montana
- ▶ Park Plaza Hotel Renovation - Helena, Montana
- ▶ Verizon Wireless Generator Replacement - Helena, Montana
- ▶ Mountain West Bank Euclid - Helena, Montana
- ▶ Ten-Mile Water Treatment Filter Replacement - Helena, Montana
- ▶ Basin Creek Improvements - Butte, Montana
- ▶ Archie Bray Resident Artist Studio - Helena, Montana
- ▶ Davidson Residence - Butte, Montana
- ▶ 100 N. Park Corridor Remodel - Helena, Montana
- ▶ Carroll College Residence Hall - Helena, Montana
- ▶ Libby Dam Penstock Gates - Libby, Montana
- ▶ Mikal Kellner Wildlife Rehabilitation Center-Phase II - Helena, MT
- ▶ Carroll College Nelson Stadium - Helena, Montana



## SKYLER WILLARD

### SAFETY DIRECTOR



#### EDUCATION:

B.S. (OSH) Occupational Safety and Health  
Science and Engineering  
Montana Tech of the University of Montana,  
Butte, MT 1998-2003

#### ADDITIONAL PROFESSIONAL ACTIVITIES:

Certified Safety Professional (CSP)

Certified Mine Safety Professional (CMSP)

Outreach OSHA 500 Trainer  
OSHA 40-Hour Hazardous Waste Trainer

CPR/ First Aid, AED Instructor

Cal-OSHA 40-hour Storm Water Pollution  
Prevention Plan

Aubrey Daniels PM Instructor.

#### SAFETY DIRECTOR, DICK ANDERSON CONSTRUCTION, 2016-CURRENT.

Responsible for developing and creating the ES&H program for Dick Anderson Construction. Organize staff and company resources to analyze, prioritize and effectively manage complex issues related to OSHA/MSHA/DOT regulations, state and federal safety and health requirements, legal statutes, and stakeholder commitments.

#### SAFETY DIRECTOR, OLDCASTLE ROCKY MOUNTAIN NORTH, OLDCASTLE, MT., 2005-2016.

Communicate Safety & Health performance and strategies to all levels of project and stakeholder organizations. Identify and provide professional and technical development skills and opportunities to build high performing teams. Liaison with federal, state and local regulatory agencies and labor representatives. Systematically manage regulatory compliance inspections. Determine training needs and develop training strategies for all project personnel. Develop, implement and monitor safety and industrial hygiene programs. Manage all aspects of workers compensation claims to effectively maximize operational costs and efficiency.

#### SAFETY MANAGER, TACOMA NARROW BRIDGE PROJECT, PETER KIEWIT SONS, INC., TACOMA, WA. 2004-2005.

Responsible for development and implementation of extensive safety programs that limited OSHA recordable and reportable injuries during the construction of an extremely technical bridge. Conduct training and orientations for TNC and subcontractor employees. Coordinated safety committee with project management and conducted daily safety inspections. Conducted OSHA 10 and 30-hour training courses to create an effective discourse to project personnel on safety and health issues. Consulted management, superintendents and craft supervision in operational preplanning that limited the chance of injuries, both serious and minor. Conducted accident investigations and root cause analysis in order to prevent similar injuries.

#### SAFETY MANAGER, BAY BRIDGE PROJECT, PETER KIEWIT SONS, INC., STOCKTON, CA. 2003- 2004.

Served as technical advisor to project management on safety and health planning issues, regarding both internal project management and external public agencies. Administered and coordinated all necessary medical and emergency first aid services and programs. Managed all insurance issues for the project using effective communications with project insurance carriers (workers comp., USL&H, etc.). Assumed the role of the Environmental Compliance Manager in the coordination of environmental and materials management programs. Coordinated investigations into injuries or incidents that had actual or potential effects on the project or the public. Maintained accident records and analyzed accidents for trends that could be utilized in accident prevention. Communicated with federal, state or local agencies and the project community relations' personnel on public safety issues. Established and coordinated project safety-training programs.



SCHEDULE D – LIST OF MAJOR SUBCONTRACTORS

(If any of the given "MAJOR SUB-CONTRACTS" will not be used, so indicate by listing "NA" in the respective row under "PROPOSED SUBCONTRACTOR").

MAJOR SUB-CONTRACTS	PROPOSED SUBCONTRACTOR	CITY / STATE
Mechanical Work (HVAC)	Williams Plumbing	Bozeman MT
Mechanical Work (Plumbing)	Williams Plumbing	Bozeman MT
Electrical Work	One Electric	Billings MT
Roofing Work	Empire Roofing	Billings MT
Site / Civil	Self Performed	Bozeman MT
Dewatering	Griffin Dewatering	Houston TX
Environmental / Groundwater Remediation	Griffin Dewatering	Houston TX
OTHERS (PLEASE SPECIFY)		
Masonry	VanVleet Masonry	Three Forks MT
Rebar Ties	Grizzly Steel	Whitehall MT

C303396

SRF Project Number

60

United States Environmental Protection Agency  
Washington, DC 20460

**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 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.

Derek Didriksen, Vice President

Typed Name & Title of Authorized Representative



Signature of Authorized Representative

7/5/17  
Date

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

COMPLIANCE STATEMENT

This statement relates to a proposed contract with \_\_\_\_\_

Dick Anderson Construction Inc  
(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1.  I have,  have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract,  I have,  have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.

If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:

3.  I have,  have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract,  I have,  have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): (See Reverse).

---

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays the valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

---



**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR  
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, may 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$ 10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date

7/6-17



(Signature of Bidder or Prospective Contractor)

4498 Jackrabbit Lane Beaman MT 59718

Address (including Zip Code)



United States Department of Agriculture

63

AD-1048

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two Before Completing Certification)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

Dick Anderson Construction Inc

Livingston WEF Upgrades

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

Derek Adrikson V.P.

SIGNATURE(S)

[Handwritten signature]

DATE

4/6/17

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider, employer and lender.

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Derek Didriksen

\_\_\_\_\_  
(name)

July 7, 2017

\_\_\_\_\_  
(date)

Vice President

\_\_\_\_\_  
(title)

oOo



### DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See Reverse for public burden disclosure.)

65

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  <div style="text-align: center; font-size: 2em; font-family: cursive;">N/A</div> Congressional District, if known:		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   Congressional District, if known:
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable:	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(If individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(Including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

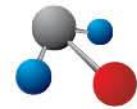
66

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred, Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward receipt. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Certifying official shall sign and date the form, print his/her name, title and telephone number.

*According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.*





**Memorandum in Support of Bid Alternates**

**To:** The Livingston City Commission

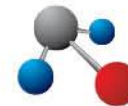
**From:** Scott Buecker, PE  
Brian Viall  
AE2S

**Date:** July 19, 2017

**Re:** Summary of Support to Award Bid Alternated A-J.

The following summary provides justification for the inclusion of Alternates in the General Construction Contract. The Engineer’s Recommendation of Award includes award of all Bid Alternates, A-J.

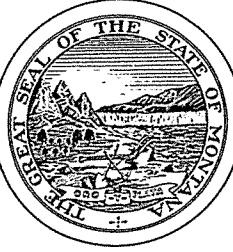
Bid Alternate	Scope	Benefit of / Requirements for Inclusion	Consequence(s) of Not Awarding
<b>A – Headworks Improvements</b>	<ul style="list-style-type: none"> <li>Removal of existing grinder and screen</li> <li>Installation of two new screens</li> <li>Replacement of Overhead door for improved access for equipment maintenance</li> <li>Platform for Worker safety during equipment maintenance.</li> </ul>	<ul style="list-style-type: none"> <li>Existing grinder is at end of useful life, and DEQ recommends that grinding should not be utilized upstream of SBRs.</li> <li>The existing screen is not designed for use without an upstream grinder</li> <li>DEQ-2 requires bypass screening be provided for SBRs to protect downstream equipment susceptible to damage from solids (e.g., fine bubble diffusers).</li> </ul>	<ul style="list-style-type: none"> <li>Safety liability for equipment maintenance</li> <li>Replacement of existing grinder would be necessary.</li> <li>On-going overhaul of grinder on recommended basis would cost approximately as much as a new screen over its usable life.</li> <li>DEQ may require a deviation request if existing grinder remains in operation.</li> </ul>
<b>B – Potable Water Main Extension</b>	<ul style="list-style-type: none"> <li>Extend 10” and 8” water main from South corner of Public Works property along Bennett Street and across WRF site to strategically located fire hydrants and facility connection points. Includes meter vault with backflow prevention</li> </ul>	<ul style="list-style-type: none"> <li>Onsite fire hydrants are necessary to improve fire suppression capabilities, existing water main diameter insufficient for fire flows</li> <li>Metering is necessary to accurately monitor and charge wastewater utility for water use</li> <li>Backflow prevention on the main was required by DEQ</li> <li>Elimination of this Alternate from the project would put new WRF facilities at risk of complete destruction in the event of a fire</li> </ul>	<ul style="list-style-type: none"> <li>Non-compliance with DEQ-2 Design Standards and other fire-flow protection regulations</li> <li>Deviation would be required from regulatory agencies and would risk WRF funding</li> <li>Reduced operator safety and increased risk of property loss due to insufficient fire suppression capabilities</li> <li>Potential impacts to City’s insurance policy</li> </ul>
<p><b>NOTE:</b> Potable Water Main Extension was broken out as Bid Alternate to obtain a more representative cost for this portion of the work. The City may find this information useful when apportioning expenses between different City Funds: particularly the Water and Sewer Fund.</p>			
<b>C – Effluent Reuse Distribution System</b>	<ul style="list-style-type: none"> <li>Site piping, plumbing and equipment connections for distribution of reuse water.</li> </ul>	<ul style="list-style-type: none"> <li>Reduces reliance on and cost of potable water for the multiple water needs throughout the WRF</li> <li>Potable Water conservation</li> </ul>	<ul style="list-style-type: none"> <li>Increased life cycle cost for the City to continue to provide potable water for uses that do not require water of potable quality</li> <li>Continue to rely on potable water for WRF operations.</li> </ul>
<b>D – SBR Basin Wall Insulation and Finish</b>	<ul style="list-style-type: none"> <li>Rigid foam insulation around outside perimeter of SBR reactors,</li> <li>Architectural/protective siding for the insulation</li> </ul>	<ul style="list-style-type: none"> <li>SBR tanks are tall structures constructed at grade due to soil and groundwater contamination. Heat loss through concrete walls will be significant in coldest conditions</li> <li>Heat retention added via insulation is intended to dampen worst impacts of cold on the biological process of nitrification (ammonia removal).</li> </ul>	<ul style="list-style-type: none"> <li>Colder wastewater process temperatures in SBR reactors could reduce nitrification performance, resulting in increased ammonia concentrations in the plant effluent.</li> </ul>
<b>E – Demolition of Existing RBCs, Secondary Clarifiers, Blowers and UV Equipment</b>	<ul style="list-style-type: none"> <li>Demolition, cleaning and de-commissioning of RBC and Secondary Clarifier Basins, Blowers and UV Equipment</li> </ul>	<ul style="list-style-type: none"> <li>There is some salvage value for the General Contractor for the equipment that is removed.</li> <li>Economy of scale versus if a separate contract were let for this work.</li> <li>Possible disposal area for filamentous bacteria upset.</li> <li>Increase footprint of usable space within the facility.</li> </ul>	<ul style="list-style-type: none"> <li>If not included in the general contract, demolition and cleaning of these areas would have to be performed by City staff, and would require renting much of the equipment necessary to complete the work (e.g., crane to remove RBC equipment).</li> </ul>



Bid Alternate	Scope	Benefit of / Requirements for Inclusion	Consequence(s) of Not Awarding
<b>F – Stairs from SBR Basin Deck to Grade</b>	<ul style="list-style-type: none"> <li>Procurement and installation of aluminum stairs on northeast side of RBCs</li> </ul>	<ul style="list-style-type: none"> <li>A second means of accessing or exiting the SBR deck improves access for operations and provides a second pathway in the event of an emergency.</li> </ul>	<ul style="list-style-type: none"> <li>Department of Labor and Industry safety violation</li> <li>All access to and from the SBR deck would be through the new Control Building. This would require additional time for an operator wanting to access the SBR deck from the general site, and would increase risk to operator safety in the event of a fire or other emergency in the Control Building.</li> </ul>
<b>G – Concrete Restoration</b>	<ul style="list-style-type: none"> <li>Repairs (crack injection, surface restoration) to concrete degradation in the existing Primary Clarifiers or Aerobic Digesters.</li> </ul>	<ul style="list-style-type: none"> <li>Significant cost savings</li> <li>Enables reuse of existing infrastructure, can halt or delay further degradation of structures.</li> </ul>	<ul style="list-style-type: none"> <li>Continued degradation of concrete, potential future consequential damage to structures.</li> </ul>
<p><b>NOTE:</b> The exact quantity of concrete restoration required is unknown at this time due to the inability to take clarifiers and digesters offline and quantities estimated are likely conservative. A portion of this cost could be a deductive change order upon project completion depending on the amount of concrete restoration required upon closer inspection during construction.</p>			
<b>H – Compost Expansion</b>	<ul style="list-style-type: none"> <li>Addition of a 5<sup>th</sup> Composting Vessel, including electrical and process extensions to connect the vessel.</li> </ul>	<ul style="list-style-type: none"> <li>Provides more composting capacity to comply with Class A Biosolids production requirements at design flows, and improves flexibility of composting schedules and logistics.</li> </ul>	<ul style="list-style-type: none"> <li>A Deviation Request would be required for DEQ approval, and would need to show how the City would dispose of biosolids (Class A or Class B), as flows and loads increase toward the WRF's treatment capacity.</li> </ul>
<b>I – Acoustic Ceiling Panels in Blower Room</b>	<ul style="list-style-type: none"> <li>Addition of panels in the new Blower Room within the Control Building</li> </ul>	<ul style="list-style-type: none"> <li>Noise attenuation in the Blower Room will be improved, reducing noise impacts to operators working in the Blower Room and the remainder of Control Building</li> </ul>	<ul style="list-style-type: none"> <li>Operator Safety</li> <li>Blower Room noise levels will be significantly higher, greater carryover of Blower noise to the rest of the building, resulting in poorer working conditions for operators.</li> </ul>
<b>J – Compost Trommel Screen</b>	<ul style="list-style-type: none"> <li>Procurement of a shaker screen with the Project</li> </ul>	<ul style="list-style-type: none"> <li>Improved quality of compost from the WRF, potentially increasing demand for the compost product and reducing the City's disposal costs for biosolids.</li> <li>Potential for marketing compost</li> </ul>	<ul style="list-style-type: none"> <li>Continued difficulty in distributing/disposing of compost, higher costs for biosolids disposal.</li> </ul>

DEPARTMENT OF NATURAL RESOURCES  
AND CONSERVATION

69



STEVE BULLOCK, GOVERNOR

1539 ELEVENTH AVENUE

STATE OF MONTANA

DIRECTOR'S OFFICE: (406) 444-2074  
FAX: (406) 444-2684

PO BOX 201601  
HELENA, MONTANA 59620-1601

*LETTER OF APPROVAL FOR STATE REVOLVING FUND LOAN PROGRAM IN LIEU OF COMMITMENT  
REVISED AGREEMENT*

July 13, 2017

City of Livingston

Dear Michael Kardoes:

The State of Montana, through its State Revolving Fund Program, has been approved by the Environmental Protection Agency (the EPA) to make loans for wastewater projects.

The purpose of this letter is to formally apprise you that the state has approved several loans to the City of Livingston totaling \$16,740,000. This amount will be represented and secured by Bonds. The first loan will be a Bond Anticipation Note for \$5,000,000 for a term of 1 to 3 years at an interest rate of 1.25%. Loan A will be for \$400,000 and be forgiven upon completion of the program requirements. Loan B will be for \$6,500,000 for a term of 30 years at an interest rate of 2.5% per annum and Loan C will be for \$4,840,000 for a term of 22 years at an interest rate of 2.5% per annum.

The Bonds shall be issued pursuant to Bond Resolutions adopted by the city in substantially the form of the Bond Resolution used by the City's Bond Counsel in previous revolving fund loans, subject to appropriate references and changes for any currently outstanding city wastewater system revenue bonds.

The city has notified DNRC of its desired closing date in the late summer of 2017, on these loans listed above and DNRC will work with the City and its Bond Counsel to have the loans properly closed.

Please do not hesitate to call if there are any questions or comments.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Anna M. Miller".

Anna M. Miller

Financial Bureau Chief

Conservation and Resource Development Bureau

c: Ben Johnson – Barnes & Thronburg w/  
Paige Fetterhoff – Livingston w/  
Diana Hoy – DNRC w/  
Livingston WWTP SRF A B C \$16,740,000 file w/

Jerry Paddock – DEQ w/  
Scott Buecker – AE2S Engineering w/  
Livingston RD BAN \$5,000,000 file w/  
Valerie Short - TSEP

DIRECTOR'S  
OFFICE  
(406) 444-2074

CONSERVATION & RESOURCE  
DEVELOPMENT DIVISION  
(406) 444-6667

BOARD OF OIL & GAS  
CONSERVATION DIVISION  
(406) 444-6675

TRUST LAND MANAGEMENT  
DIVISION  
(406) 444-2074

Completed By: DNRC Final City of Livingston - Final 13-Jul-17

Administrative/ Costs	Finance	RRG Grant \$125,000	City Impact Fees \$300,000	TSEP Grant \$625,000	RD Grant \$1,715,000	RD Loan @ 1.375% \$5,000,000	SRF A Loan \$400,000	SRF B Loan @ 2.5% \$6,500,000 30 Year	SRF C Loan @ 2.5% \$4,840,000 22 Year	Total
Personnel Costs										-
Office Costs										-
Professional Services										-
Legal Costs										-
Audit Fees										-
Travel & Training										-
Intern Interest										-
Loan Reserves						75,000				75,000
Miscellaneous/Payoff						162,600		309,938	288,262	760,800
Bond Counsel & Related costs										-
TOTAL ADMIN COSTS:						25,000		25,000		50,000
ACTIVITY COSTS:						\$ 262,600		\$ 334,938	\$ 288,262	\$ 885,800
Engineering Design		50,000								1,239,231
I&C/SCADA Programming/Integration					208,592			1,189,231		208,592
DA Construction		75,000	300,000	625,000	730,320	4,337,400	400,000	4,226,881	4,087,471	14,782,072
Construction engineering					254,747	400,000		748,950		1,403,697
Contingency					521,341				464,267	985,608
<b>TOTAL ACTIVITY COSTS</b>		<b>\$ 125,000</b>	<b>\$ 300,000</b>	<b>\$ 625,000</b>	<b>\$ 1,715,000</b>	<b>\$ 4,737,400</b>	<b>\$ 400,000</b>	<b>\$ 6,165,062</b>	<b>\$ 4,551,738</b>	<b>\$ 18,619,200</b>
<b>TOTAL COSTS</b>		<b>\$ 125,000</b>	<b>\$ 300,000</b>	<b>\$ 625,000</b>	<b>\$ 1,715,000</b>	<b>\$ 5,000,000</b>	<b>\$ 400,000</b>	<b>\$ 6,500,000</b>	<b>\$ 4,840,000</b>	<b>\$ 19,505,000</b>

53% RD contingency  
Final Grant Amount Final Loan Amount

47% SRF contingency

\*\*Adjusted Debt Service Reserve as needed & reduced Contingency

\*\*Adjusted C Loan from 30 years to 22 years



## Livingston - Wastewater System Loans

	Revenue Refunding Bonds Series 2012	SRF ARRA-B \$359,300 @ 1.75%	30 Year SRF I 2017 @ 2.5 \$6,500,000	22 Year SRF II 2018 @ 2.5 \$4,840,000	RD 2017 @ 1.375% \$5,000,000	Total
2017	153,015	20,533				173,548
2018	151,575	22,244			162,600	336,419
2019	154,775	21,929	302,268	143,500	162,600	785,072
2020	152,588	21,614	308,888	286,875	162,600	932,565
2021	155,025	21,299	309,088	286,625	162,600	934,637
2022	152,035	20,983	309,188	288,263	162,600	933,069
2023	148,720	20,669	309,188	287,763	162,600	928,940
2024	149,820	21,354	309,088	287,163	162,600	930,025
2025	150,770	22,012	308,888	287,463	162,600	931,733
2026	156,570	21,662	308,588	287,625	162,600	937,045
2027	61,920	21,312	310,175	286,675	162,600	842,682
2028		20,962	309,625	287,613	162,600	780,800
2029		20,612	308,975	287,412	162,600	779,599
2030		20,262	309,225	287,075	162,600	779,162
2031			309,338	287,612	162,600	759,550
2032			309,338	287,012	162,600	758,950
2033			309,200	287,275	162,600	759,075
2034			309,937	287,387	162,600	759,924
2035			309,537	287,350	162,600	759,487
2036			309,000	287,162	162,600	758,762
2037			309,337	286,825	162,600	758,762
2038			309,525	287,325	162,600	759,450
2039			309,562	287,662	162,600	759,824
2040			309,450	286,825	162,600	758,875
2041			309,187	145,800	162,600	617,587
2042			309,775		162,600	472,375
2043			309,187		162,600	471,787
2044			309,437		162,600	472,037
2045			309,525		162,600	472,125
2046			309,425		162,600	472,025
2047			309,162		162,600	471,762
2048			309,712		162,600	472,312
2049					162,600	162,600
2050					162,600	162,600
2051					162,600	162,600
2052					162,600	162,600
2053					162,600	162,600
2054					162,600	162,600
2055					162,600	162,600
2056					162,600	162,600
2057					162,600	162,600
2058						-
<b>Total</b>	<b>1,586,813</b>	<b>423,062</b>	<b>9,272,818</b>	<b>6,322,287</b>	<b>6,504,000</b>	<b>24,108,980</b>

\*\*High Year

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**SECTION 00 52 00  
AGREEMENT  
BETWEEN OWNER AND CONTRACTOR FOR  
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

Prepared by



Issued and Published Jointly by



SECTION 00 52 00

AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between THE CITY OF LIVINGSTON, MONTANA (“Owner”) and  
Dick Anderson Construction, Inc. (“Contractor”).

Owner and Contractor hereby 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:

GENERAL CONSTRUCTION  
of the  
Livingston Water Reclamation Facility Upgrade

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: LIVINGSTON WATER RECLAMATION FACILITY (WRF) UPGRADES

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by:

- A. ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, INC.
- B. With Sub-Consulting provided by:
  - 1. THOMAS DEAN & HOSKINS, INC (TD&H)
  - 2. WENTZ ASSOCIATES, INC. (Karges-Falconbridge, Inc.)
  - 3. L’HEUREUX PAGE WERNER ARCHITECTURE & ENGINEERING (LPW)
  - 4. WATER & ENVIRONMENTAL TECHNOLOGIES (WET)

3.02 The Owner has retained ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, INC. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

- A. All 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 *Contract Times: Dates*

A. The Work will be substantially completed on or before 490 calendar days from the Effective Date, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before 535 calendar days from the Effective Date.

1. **Milestone 1:**

- a. *Task:* Complete, start-up, and bring SBR basins and UV Disinfection on-line for complete operability and treatment of wastewater influent.
- b. *Date for completion of Milestone 1:* 456 calendar days from the Effective Date.

B. The Summary of Contract Times below is provided for the Convenience of all Parties and may be filled in with appropriate dates (*Month DD, YYYY*) upon the Effective Date of the Agreement respective to the calendar days listed above.

SUMMARY OF CONTRACT TIMES

- 1. Date for Completion of Milestone 1: \_\_\_\_\_
- 2. Date for Substantial Completion: \_\_\_\_\_
- 3. Date for Readiness for Final Payment: \_\_\_\_\_

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

- 1. Substantial Completion: Contractor shall pay Owner \$1,125.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
- 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$750.00 for each day that expires after such time until the Work is completed and ready for final payment.
- 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
- 4. Milestones: Contractor shall pay Owner \$250.00 for each day **of the first 90 days and \$750.00 for each day greater than 90 days** that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

4.04 *Special Damages*

[DELETED]



**ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

**GENERAL CONSTRUCTION**

1. <b>Lump Sum 1 - General Construction:</b> Total Lump Sum Bid for General Construction	
Twelve million four hundred ninety-five thousand three hundred dollars and zero cents	\$ 12,495,300.00
(USE WORDS)	(USE FIGURES)

INCLUDED in LUMP SUM 1 - General Construction are the following construction items. This is not an additive bid price. Prices provided for 1.a

1.a CONSTRUCTION DEWATERING	\$ 90,750.00	(MAXIMUM)
<i>NOTE: See Specification Section 01 29 00 for Payment Procedures (Separate from Dewatering Costs associated with Alternate B)</i>		
1.b DEWATERING TREATMENT & EXECUTION OF WORKPLAN	\$ 184,250.00	(MAXIMUM)
<i>NOTE: "Work plan" to be submitted by Addendum prior to bid opening. See Specification Section 01 29 00 for Payment Procedures. (Separate from Dewatering Costs associated with Alternate B).</i>		

Total Number of Calendar Days for Substantial Completion:	490 days
Total Number of Calendar Days for Readiness for Final Payment	535 days
Total Number of Calendar Days for Milestone 1:	456 days
Rate for Liquidated Damages:	\$1,125 / day

**Lump Sum 2 - SBR Equipment Procurement:** Price for Contractor's payment obligations to Xylem Water Solutions USA, Inc., SBR EQUIPMENT supplier/manufacturer, as "Seller" for goods and special services set forth in assigned Procurement Contract No. 1 - Livingston WRF Upgrades SBR Equipment Procurement Contract.

One million one hundred nine thousand four hundred twenty-two dollars and zero cents	\$ 1,109,422.00
(USE WORDS)	(USE FIGURES)

*NOTE: Bidder to include in Lump Sum 1 - General Construction the other costs (if any) associated with accepting such assignment and administering the assigned contract. Procurement Document is provided for Bidders' review during bid Bidding.*

**INCLUDED ALTERNATES**

A. Headworks Improvements (All HW Sheets)	\$	220,200.00	
<i>See Specification Section 01 23 00 (1.03)(A)</i>			
B. 10" Potable Water Main Bennet St. Extension & 8" Potable Water Main Extension to WRF Facilities	\$	484,500.00	
<i>See Specifications Section 01 23 (1.03)(B)</i>			
<b>INCLUDED</b> in the cost of ALTERNATE B are the following construction items (SEPARATE FROM THOSE INCLUDED IN THE BASE BID)			
B.1 CONSTRUCTION DEWATERING	\$	96,600.00 (MAXIMUM)	
<i>NOTE: See Specification Section 01 29 00 for Payment Procedures</i>			
B.2 DEWATERING TREATMENT & EXECUTION OF WORKPLAN	\$	196,200.00 (MAXIMUM)	
<i>NOTE: "Workplan" to be submitted by Addendum prior to bid opening. See Specification Section 01 29 00 for Payment Procedures.</i>			
C. Effluent Reuse Distribution System.	\$	29,600.00	
<i>See Specification Section 01 23 00 (1.03)(C)</i>			
D. SBR basin external wall insulation and basin envelope.	\$	95,000.00	
<i>See Specification Section 01 23 00 (1.03)(D)</i>			
E. Demolition and abandonment measures to existing RBC Basin, existing Secondary Clarifiers, existing Blower Building Internals, and existing UV equipment	\$	80,800.00	
<i>See Specification Section 01 23 00 (1.03)(E)</i>			
F. External stair tower from SBR basins to grade.	\$	44,100.00	
<i>See Specification Section 01 23 00 (1.03)(F)</i>			
G. Concrete Restoration (WAS Holding and Misc. Locations)	\$	78,750.00	
<i>Assume the following Qualities and Provide Unit Prices:</i>			
Work	Base Bid Qty:	Contractor's Unit Cost	Specification Section
Crack Injection	1000 LF	\$ <u>60.00</u> /LF	03 01 00 - Maintenance of Concrete
Concrete Restoration	750 ft <sup>2</sup> -in	\$ <u>25.00</u> /ft <sup>2</sup> -in	03 01 00 - Maintenance of Concrete
<i>See Specification Section 01 23 00 (1.03)(G)</i>			
H. Compost Expansion	\$	109,200.00	
<i>See Specification Section 01 23 00 (1.03)(H)</i>			
I. Ceiling Material: Acoustic Ceiling Panels in Blower Room 103	\$	9,200.00	
<i>See Specification Section 01 23 00 (1.03)(I)</i>			
J. Compost Trommel Screen	\$	26,000.00	
<i>See Specification Section 01 23 00 (1.03)(J)</i>			

**TOTAL CONTRACT PRICE**

(SUM OF LUMP SUM 1 + LUMP SUM 2 + INCLUDED ALTERNATES)

fourteen million seven hundred eighty-two thousand seventy-two dollars and zero cents	\$	14,782,072.00
(USE WORDS)		(USE FIGURES)

5.02 If requested by Owner, Contractor shall provide the following "UNSELECTED ALTERNATES," the scopes for which are defined in Section 01 23 00 – Alternates, for the amounts listed with the respective UNSELECTED ALTERNATE below. These costs will be Added by a Change Order to the Contract at the Owner's discretion, subject to the standard Contract adjustment procedures and Agency concurrence):

- A. Not Used.

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15<sup>th</sup> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage); ~~if the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion **of the entire construction to be provided under the Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to 97.5 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

### 6.04 *Gross Receipts Withholding Requirements*

- A. Pursuant to Section 15-50-206(2)(3), MCA, the Owner is required to withhold one percent (1%) of all payments due the Contractor and is required to transmit such moneys to the Montana Department of Revenue as part of the public contractor's license fee. In like fashion, the Contractor is required to withhold one percent (1%) from payments to subcontractors.

**ARTICLE 7 – INTEREST**

7.01 All amounts not paid when due shall bear interest at the **maximum rate allowed by law at the place of the Project.**

**ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

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

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, 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. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor 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 Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (3) reports and drawings related to other work scheduled in the general vicinity of the project during the planned construction period.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract 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 Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor 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.
- G. Contractor 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 Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.



## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 10, inclusive).
  2. Performance bond (pages 1 to 3, inclusive).
  3. Payment bond (pages 1 to 3, inclusive).
  4. General Conditions (pages 1 to 64, inclusive).
  5. Supplementary Conditions
    - a. Section 00 73 00 - (pages 1 to 32, inclusive).
    - b. Section 00 73 40 (pages 1 to 2, inclusive).
    - c. Section 00900 (pages 1 to 23, inclusive, and Exhibits A, B, C, D, E, F, & G, inclusive).
  6. Specifications:
    - a. Construction Dewatering General Permit, Pilot Scale Treatment Test Report, State Superfund Site Work Plan, and Synopsis of Predictive Groundwater Modeling for Construction Dewatering (See Section 00 31 34)
    - b. As listed in the attached table of contents of the Project Manual for the aforementioned project (Volumes 1 through 3, inclusive).
      - 1) See Attachment B – Specifications Table of Contents
    - c. Montana Public Works Standard Specifications (Current Edition)
    - d. City of Livingston Modifications to Montana Public Works Standard Specifications (First Edition)
  7. Drawings (not attached but incorporated by reference) consisting of the Drawings listed on the attached sheet index, each bearing the following general title: Livingston WRF Upgrades.
    - a. See Attachment A.
  8. Addenda (numbers 1 to 4, inclusive).
  9. Exhibits to this Agreement (enumerated as follows):
    1. *Exhibit A-1 to Agreement Between Buyer and Seller Dated December 2, 2016 – Assignment of Contract, Consent to Assignment, and Acceptance of Assignment* for: Livingston WRF Upgrades SBR Equipment Procurement Contract.
    2. Funding Agency Special Provisions for Montana Public Facility Projects
    3. United States Environmental Protection Agency - Certification Regarding Debarment, Suspension, and Other Responsibility Matters
    4. USDA Form RD 400-6: Compliance Statement
    5. Notice to Prospective Subcontractors of Requirements for Certifications of Non-Segregated Facilities

6. USDA Form AD-1048 – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
  7. RD Instruction 1940-Q, Exhibit A-1 – Certifications for Contracts, Grants and Loans.
  8. Standard Form LLL – Disclosure of Lobbying Activities
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
- a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
- 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 the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 Assignment of Contract**

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is 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 successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **10.04 Severability**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "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 or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract 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.

#### 10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

#### 10.07 *Contracts to be Assigned*

- A. The contract between Owner as "buyer" and Xylem Water Solutions USA, Inc. as "seller" for procurement of goods and special services ("procurement contract") for SBR Equipment is hereby assigned to Contractor by Owner, and Contractor accepts such assignment. A form documenting the assignment is attached as an exhibit to this Agreement.
- B. This assignment will occur on the Effective Date of the Agreement, and will relieve the Owner as "buyer" from all further obligations and liabilities under the procurement contract. Contractor will assume full responsibility for the performance of "seller" as Contractor's Subcontractor or Supplier. Notwithstanding this assignment, all performance guarantees and warranties required by the procurement contract will continue to run for the benefit of the Owner and, in addition, for the benefit of the Contractor. Except as noted in the agreement between "buyer" and "seller," all rights, duties and obligations of Engineer to "buyer" and "seller" under the "procurement contract" will cease.
- C. Owner will provide Contractor with a copy of the assigned procurement contract after the assignment is completed.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_  
(which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

CITY OF LIVINGSTON, MONTANA

DICK ANDERSON CONSTRUCTION, INC.

By: \_\_\_\_\_  
Print Name: Michael Kardoes  
Title: City Manager

By: \_\_\_\_\_  
Print Name: Kevin Hintt  
Title: Vice President

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
Print Name: Paige Fetterhoff, CPA  
Title: Chief Finance Officer

Attest: \_\_\_\_\_  
Print Name: Kyle Kastelitz  
Title: Project Manager

Address for giving notices:  
Shannon Holmes, Public Works Director  
330 N Bennet Street  
Livingston, MT 59047

Address for giving notices:  
Kyle Kastelitz  
4512 South Frontage Road  
Billings, MT 59107

OR

Matt Whitman, Project Manager  
330 N Bennet Street  
Livingston, MT 59047

License No.: MT Contractor - 4391A

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*



DRAWING INDEX - VOLUME 1

GENERAL (GEN)

GEN	G1	COVER SHEET
GEN	G2	DRAWING INDEX
GEN	G3	LOCATION AND VICINITY MAP
GEN	G4	GENERAL CONDITIONS LOCATION MAP
GEN	G5	PROJECT PLAN
GEN	C1	CIVIL NOTES AND LEGEND
GEN	S1	GENERAL STRUCTURAL NOTES
GEN	S2	GENERAL STRUCTURAL NOTES
GEN	S3	GENERAL STRUCTURAL NOTES
GEN	P1	PROCESS NOTES AND SYMBOLS
GEN	P2	PROCESS ABBREVIATIONS
GEN	P3	PROCESS TAGGING
GEN	P4	PROCESS LIQUID BASIS OF DESIGN
GEN	P5	PROCESS SOLIDS BASIS OF DESIGN
GEN	P6	PROCESS LIQUID FLOW SCHEMATIC
GEN	P7	PROCESS SOLID FLOW SCHEMATIC
GEN	P8	PROCESS HYDRAULIC PROFILE
GEN	P9	PROCESS VALVE SCHEDULE
GEN	P10	PROCESS VALVE SCHEDULE
GEN	P11	PROCESS VALVE AND GATE SCHEDULE
GEN	P12	PROCESS PIPING SCHEDULE
GEN	M1	MECHANICAL SYMBOLS AND ABBREVIATIONS
GEN	M2	MECHANICAL EQUIPMENT SCHEDULES
GEN	M3	MECHANICAL EQUIPMENT SCHEDULES
GEN	M4	MECHANICAL EQUIPMENT SEQUENCE OF OPERATIONS
GEN	E1	ELECTRICAL SYMBOLS AND ABBREVIATIONS
GEN	E2	OVERALL SYSTEM ONE-LINE DIAGRAM
GEN	E3	SYSTEM NETWORK DIAGRAM
GEN	IC1	P&ID INSTRUMENTATION CODES, LEGENDS, AND DRAWING CONVENT

HEADWORKS (HW)

HW	P1	HEADWORKS REMOVAL PLAN
HW	P2	HEADWORKS REMOVAL SECTIONS
HW	P3	HEADWORKS PROCESS BUILDING PLAN
HW	P4	HEADWORKS PROCESS SECTIONS
HW	E1	HW - DEMOLITION PLAN
HW	E2	HW - ELECTRICAL PROCESS PLAN
HW	E3	HW - SYSTEMS PLAN
HW	E4	HW - VARIOUS SCHEDULES
HW	E5	HW - NETWORK DIAGRAM
HW	IC1	HEADWORKS
HW	IC2	GRIT REMOVAL

INFLUENT PUMP STATION (IPS)

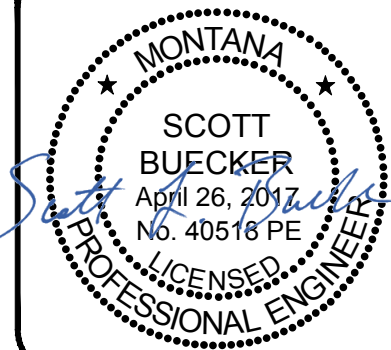
IPS	P1	INFLUENT PUMP STATION PLANS
IPS	P2	INFLUENT PUMP STATION SECTIONS
IPS	M1	MECHANICAL PLANS
IPS	E1	INFLUENT PUMP STATION PLANS
IPS	E2	IPS - ELECTRICAL PROCESS PLANS
IPS	E3	IPS - LPG AND HVAC PLANS
IPS	E4	IPS - SYSTEMS PLANS
IPS	E5	IPS - MOTOR CONTROL CENTER (IPS-MCC2) ONE-LINE DIAG. AND ELEV.
IPS	E6	IPS - VARIOUS SCHEDULES
IPS	E7	IPS - REMOTE CONTROL PANEL LAYOUT (IPS-RCP1)
IPS	E8	IPS - NETWORK DIAGRAM
IPS	E9	IPS - NETWORK RACK LAYOUT(IPS-NWP1)
IPS	E10	IPS - REMOTE CONTROL PANEL IO SCHEDULE (IPS-RCP1)
IPS	IC1	INFLUENT PUMP STATION

REACTOR CONTROL BUILDING (RCB)

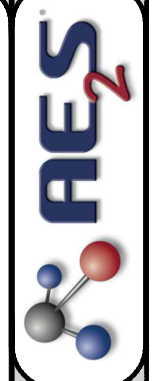
RCB	S1	FOUNDATION PLAN
RCB	S2	BASIN/BUILDING FLOOR PLAN
RCB	S3	BUILDING ROOF FRAMING PLAN
RCB	S4	BUILDING SNOW DRIFT PLAN
RCB	S5	BASIN SECTIONS
RCB	S6	BASIN AND BUILDING SECTIONS
RCB	S7	BUILDING SECTIONS
RCB	S8	BUILDING SECTIONS
RCB	S9	FOUNDATION SECTIONS AND DETAILS
RCB	S10	FOUNDATION SECTIONS AND DETAILS
RCB	S11	STAIR TOWER PLAN AND DETAILS
RCB	S12	STAIR TOWER SECTIONS AND DETAILS
RCB	S13	FRAMING SECTIONS AND DETAILS
RCB	S14	FRAMING SECTIONS AND DETAILS
RCB	S15	FRAMING SECTIONS AND DETAILS
RCB	S16	FRAMING SECTIONS AND DETAILS
RCB	S17	FRAMING SECTIONS AND DETAILS
RCB	S18	FRAMING SECTIONS AND DETAILS
RCB	A0	CODE PLAN
RCB	A1	LEVEL 1 FLOOR PLAN
RCB	A2	BASIN LEVEL PLAN
RCB	A3	ENLARGED PLANS
RCB	A4	EXTERIOR ELEVATIONS
RCB	A5	BUILDING SECTIONS
RCB	A6	WALL SECTIONS - DETAILS
RCB	A7	SECTION DETAILS
RCB	A8	ROOF PLAN
RCB	A9	DOOR TYPES AND WINDOW DTLS
RCB	A10	DOOR/WINDOW DETAILS
RCB	A11	FINISH FLOOR PLAN AND SCHEDULES
RCB	P1	REACTOR CONTROL BUILDING - MAIN LEVEL PLAN
RCB	P2	REACTOR CONTROL BUILDING - UPPER LEVEL PLAN
RCB	P3	REACTOR CONTROL BUILDING - MAIN LEVEL ENLARGED BASIN PLAN
RCB	P4	REACTOR CONTROL BUILDING - MAIN LEVEL ENLARGED PLAN
RCB	P5	REACTOR CONTROL BUILDING - UPPLER LEVEL ENLARGED BASIN PLAN
RCB	P6	REACTOR CONTROL BUILDING - SECTIONS
RCB	P7	REACTOR CONTROL BUILDING - SECTIONS
RCB	P8	REACTOR CONTROL BUILDING - SECTIONS
RCB	P9	REACTOR CONTROL BUILDING - SECTIONS
RCB	P10	REACTOR CONTROL BUILDING DETAILS
RCB	M1	MAIN LEVEL MECHANICAL PLAN
RCB	M2	MAIN LEVEL MECHANICAL PLAN
RCB	M3	PARTIAL MECHANICAL PLANS
RCB	M4	MAIN LEVEL PLUMBING PLAN
RCB	M5	MAIN LEVEL PLUMBING PLAN
RCB	M6	MECHANICAL ROOF PLAN
RCB	M7	FIRE SPRINKLER PLAN
RCB	M8	PLUMBING PIPING DIAGRAMS
RCB	E1	RCBC - OVERALL PLAN
RCB	E2	RCB - MAIN LEVEL ENLARGED ELECTRICAL PROCESS PLAN
RCB	E3	RCB - MAIN LEVEL ENLARGED ELECTRICAL PROCESS PLAN
RCB	E4	RCB - MAIN LEVEL ENLARGED LGP PLAN
RCB	E5	RCB - MAIN LEVEL ENLARGED LGP PLAN
RCB	E6	RCB - MAIN LEVEL ENLARGED LGP PLAN
RCB	E7	RCB - CATWALK LGP PLAN
RCB	E8	RCB - MAIN LEVEL ENLARGED MECHANICAL PLAN
RCB	E9	RCB - MAIN AND UPPER LEVEL ENLARGED MECHANICAL PLAN
RCB	E10	RCB - MAIN LEVEL ENLARGED MECHANICAL PLAN
RCB	E11	RCB - 277-480V MAIN SWITCHGEAR ONE-LINE DIAGRAM AND ELEVATION
RCB	E12	MOTOR CONTROL CENTER (RCB-MCC1) ONE-LINE DIAGRAM AND ELEVATION
RCB	E13	MOTOR CONTROL CENTER (RCB-MCC2) ONE-LINE DIAGRAM AND ELEVATION
RCB	E14	RCB - XYLEM CONTROL PANEL POWER ONE-LINE DIAGRAM
RCB	E15	RCB - VARIOUS SCHEDULES
RCB	E16	RCB - MECHANICAL EQUIPMENT SCHEDULE
RCB	E17	RCB - REMOTE CONTROL PANEL LAYOUT (RCB-RCP1)
RCB	E18	RCB - NETWORK DIAGRAM
RCB	E19	RCB - NETWORK LAYOUT (RCB-NWP1)
RCB	E20	RCB - REMOTE CONTROL PANEL LAYOUT (RCB-RCP1)
RCB	IC1	ICEAS - SBR BASIN NO. 1
RCB	IC2	ICEAS - SBR BASIN NO. 2
RCB	IC3	ICEAS - SBR BLOWERS
RCB	IC4	AEROBIC DIGESTER AND WAS HOLDING BLOWERS

SITE WORK (SW)

SW	C1	EXISTING SITE PLAN
SW	C2	EROSION CONTROL PLAN
SW	C3	DEMOLITION PLAN
SW	C4	PROPOSED SITE PLAN
SW	C5	GRADING PLAN
SW	C6	OVERALL SITE PIPING PLAN
SW	C7	GRAVITY COLLECTION & POTABLE WATER SYSTEMS
SW	C8	LIQUIDS FLOW SITE PIPING
SW	C9	SOLIDS FLOW SITE PIPING
SW	C10	PROCESS AIR SITE PIPING & COMPOSTING SYSTEM
SW	C11	EFFLUENT REUSE DISTRIBUTION SYSTEM
SW	C12	PLAN & PROFILE - GRAVITY COLLECTION AND SPB/THICKENER DRAIN
SW	C13	PLAN & PROFILE - BENNETT ST. WATER MAIN EXTENSION
SW	C14	PLAN & PROFILE - WATER MAIN TO WRF
SW	C15	PLAN & PROFILE - INFLUENT FORCE MAIN - IPS TO RCB
SW	C16	PLAN & PROFILE - SECONDARY EFFLUENT TO UV DISINFECTION
SW	C17	PLAN & PROFILE - WAS TRANSFER - RCB TO HOLDING BASINS
SW	C18	PLAN & PROFILE - WAS HOLDING SCUM/OVERFLOW LINES
SW	C19	PLAN & PROFILE - AIR SUPPLY TO WAS HOLDING BASINS
SW	C20	PLAN & PROFILE - AIR SUPPLY TO SPB
SW	C21	COMPOST VESSEL & VAULT IMPROVEMENTS
SW	C22	EXISTING BLOWER BUILDING REMOVAL PLAN
SW	C23	EXISTING ROTATING BIOLOGICAL CONTACTORS - DEMOLITION PLAN
SW	C24	EXISTING ROTATING BIOLOGICAL CONTACTORS - DEMO SECTIONS & P&ID
SW	C25	SECONDARY CLAIRIFIER - DEMOLITION PLAN AND SECTION
SW	C26	UV DISINFECTION EQUIPMENT REMOVAL
SW	M1	SITE NATURAL GAS PIPING PLAN
SW	E1	OVERALL ELECTRICAL SITE PLAN
SW	E2	HAZARDOUS AREA CLASSIFICATION SITE PLAN
SW	E3	ENLARGED HAZARDOUS AREA CLASSIFICATION PLAN - IPS & HEADWOF
SW	E4	ENLARGED HAZARDOUS AREA CLASSIFICATION PLAN - SP BUILDING
SW	E5	HAZARDOUS AREA CLASSIFICATION SUMMARY
SW	E6	ENLARGED ELECTRICAL SITE PLAN



83	APPR
	DESCRIPTION
	DATE
	SYM



LIVINGSTON WRF UPGRADES  
CITY OF LIVINGSTON  
LIVINGSTON, MONTANA  
DRAWING INDEX - VOLUME 1

DRAWING TYPE	CONST
PREPARED BY	RCL
CHECKED / APPROVED	BJV / SLB
DATE	APRIL 2017
PROJECT NUMBER	05613-2015-001
FACILITY	GEN
DRAWING	G2

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE) DATED \_\_\_\_\_, 2017:  
ATTACHMENT A; Page 1 of 2  
(See Article 9 - Contract Documents (A. 7))

Plotted By: Randy Leppala Date: Thursday, April 27, 2017 2:50:10 PM  
Last Saved By: Randy Leppala Date: Thursday, April 27, 2017 2:50:10 PM  
File: K:\ Livingston\05613-2015-001\040 Final Drawings\Drawings\05-General\Index\Drawing Index.dwg

DRAWING INDEX - VOLUME 2

UV DISINFECTION (UV)

UV	S1	DEMOLITION PLAN
UV	S2	FOUNDATION PLAN
UV	S3	UV CHANNEL LOWER SLAB PLAN
UV	S4	FLOOR FRAMING PLAN
UV	S5	ROOF FRAMING PLAN
UV	S6	OVERALL BUILDING SECTIONS
UV	S7	OVERALL BUILDING SECTIONS
UV	S8	OVERALL BUILDING SECTIONS
UV	S9	FOUNDATION SECTIONS AND DETAILS
UV	S10	FRAMING SECTIONS AND DETAILS
UV	S11	SECTIONS AND DETAILS
UV	A1	FLOOR PLANS
UV	A3	EXTERIOR ELEVATIONS
UV	A4	BUILDING SECTIONS
UV	A5	WALL SECTIONS AND DETAILS
UV	A7	ROOF PLAN
UV	P1	UV - DISINFECTION PROCESS PLAN
UV	P2	UV - DISINFECTION PROCESS SECTIONS
UV	P3	UV - DISINFECTION PROCESS SECTIONS
UV	P4	UV - CHLORINATED WATER FEED SYSTEM DIAGRAM
UV	M1	MECHANICAL PLAN
UV	E1	UV - ELECTRICAL PROCESS PLAN
UV	E2	UV - LGP AND HVAC PLANS
UV	E3	UV - MOTOR CONTROL CENTER (UV-MCC) ONE-LINE DIAGRAM
UV	E4	UV - VARIOUS SCHEDULES
UV	E5	UV - REMOTE CONTROL PANEL LAYOUT (UV-RCP1)
UV	E6	UV - NETWORK DIAGRAM
UV	E7	UV - NETWORK RACK LAYOUT (UV-NWP1)
UV	E8	UV - REMOTE CONTROL PANEL I SCHEDULE (UV-RCP1)
UV	IC1	UV DISINFECTION
UV	IC2	UV DISINFECTION

WAS HOLDING BASIN (WHB)

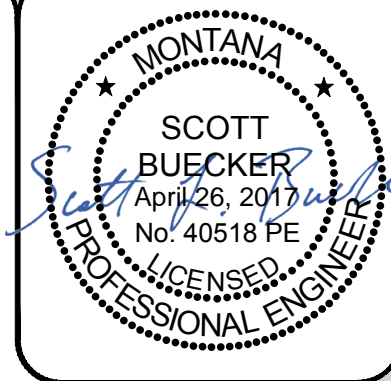
WHB	P1	WAS HOLDING BASIN - REMOVAL PLAN
WHB	P2	WAS HOLDING BASIN - REMOVAL SECTIONS
WHB	P3	WAS HOLDING BASIN - WHB No. 1 PLAN
WHB	P4	WAS HOLDING BASIN - WHB No. 2 PLAN
WHB	P5	WAS HOLDING BASIN - SECTIONS
WHB	P6	EXISTING VALVE VAULT - REMOVAL AND PROPOSED IMPROVEMENTS
WHB	E1	WHB - ELECTRICAL PROCESS PLAN
WHB	IC1	WAS HOLDING BASINS

SOLIDS PROCESSING BUILDING (SPB)

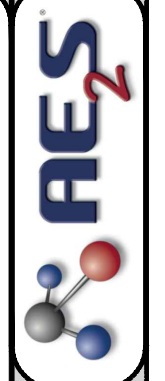
SPB	S1	FOUNDATION PLAN
SPB	S2	MAIN FLOOR FRAMING PLAN
SPB	S3	ROOF FRAMING PLAN
SPB	S4	OVERALL BUILDING SECTIONS
SPB	S5	FOUNDATION SECTIONS AND DETAILS
SPB	S6	FRAMING SECTIONS AND DETAILS
SPB	S7	FRAMING SECTIONS AND DETAILS
SPB	A1	FLOOR PLAN
SPB	A2	WALL SECTION AND DETAILS
SPB	P1	SOLIDS PROCESSING BUILDING LOWER LEVEL REMOVAL PLAN
SPB	P2	SOLIDS PROCESSING BUILDING MAIN LEVEL REMOVAL PLAN
SPB	P3	SOLIDS PROCESSING BUILDING ROOF LEVEL REMOVAL PLAN
SPB	P4	SOLIDS PROCESSING BUILDING REMOVAL SECTION 1
SPB	P5	SOLIDS PROCESSING BUILDING REMOVAL SECTION 2
SPB	P6	SOLIDS PROCESSING BUILDING REMOVAL SECTION 3
SPB	P7	SOLIDS PROCESSING BUILDING REMOVAL PHOTOS
SPB	P8	SOLIDS PROCESSING BUILDING REMOVAL PHOTOS
SPB	P9	SOLIDS PROCESSING BUILDING LOWER LEVEL PLAN
SPB	P10	SOLIDS PROCESSING BUILDING MAIN LEVEL PLAN
SPB	P11	SOLIDS PROCESSING BUILDING ROOF LEVEL PLAN
SPB	P12	SOLIDS PROCESSING BUILDING SECTION
SPB	P13	SOLIDS PROCESSING BUILDING SECTIONS
SPB	P14	SOLIDS PROCESSING BUILDING SECTIONS
SPB	P15	SOLIDS PROCESSING BUILDING SECTIONS
SPB	P16	SOLIDS PROCESSING BUILDING SECTIONS
SPB	P17	POLYMER FEED SYSTEM DIAGRAM
SPB	M1	UPPER LEVEL MECHANICAL DEMOLITION PLAN
SPB	M2	ROOF MECHANICAL DEMOLITION PLAN
SPB	M3	HEAT EXCHANGER ROOM MECHANICAL DEMOLITION PLAN
SPB	M4	UPPER LEVEL HVAC PLAN
SPB	M5	LOWER LEVEL HVAC PLAN
SPB	M6	UPPER LEVEL PLUMBING PLAN
SPB	M7	LOWER LEVEL PLUMBING PLAN
SPB	M8	ROOF MECHANICAL PLAN
SPB	E1	SPB - LOWER LEVEL PLAN
SPB	E2	SPB - MAIN LEVEL PLAN
SPB	E3	SPB - LOWER LEVEL ELECTRICAL PROCESS PLAN
SPB	E4	SPB - MAIN LEVEL ELECTRICAL PROCESS PLAN
SPB	E5	SPB - LOWER LEVEL LGP AND HVAC PLAN
SPB	E6	SPB - MAIN LEVEL LGP AND HVAC PLAN
SPB	E7	SPB - AEROBIC DIGESTER NO. 1 AND 2 SECTION
SPB	E8	SPB - MOTOR CONTROL CENTER (SPB-MCC-E2) ONE-LINE DIAG. AND EL
SPB	E9	SPB - MOTOR CONTROL CENTER (SPB-MCC-E3) ONE-LINE DIAG. AND EL
SPB	E10	SPB - VARIOUS SCHEDULES
SPB	E11	SPB - REMOTE CONTROL AND PANEL LAYOUT (SPB-RCP1)
SPB	E12	SPB - NETWORK DIAGRAM
SPB	E13	SPB - NETWORK RACK LAYOUT (SPB-NWP1)
SPB	E14	SPB - REMOTE CONTROL AND PANEL IO SCHEDULE (SPB-RCP1)
SPB	E15	SPB - REMOTE CONTROL AND PANEL IO SCHEDULE (SPB-RCP1)
SPB	IC1	WAS THICKENING FEED PUMPS
SPB	IC2	WAS THICKENING AND AEROBIC DIGESTER FEED
SPB	IC3	POLYMER FEED SYSTEM
SPB	IC4	POLYMER FEED SYSTEM
SPB	IC5	AEROBIC DIGESTER #1
SPB	IC6	AEROBIC DIGESTER #2
SPB	IC7	DIGESTED SLUDGE PUMPS
SPB	IC8	SOLIDS DEWATERING - (DEWATERING BUILDING)

STANDARD DETAILS (SD)

SD	C1	CIVIL DETAILS
SD	C2	CIVIL DETAILS
SD	S1	STANDARD STRUCTURAL TYPICAL DETAILS
SD	S2	STANDARD STRUCTURAL TYPICAL DETAILS
SD	S3	STANDARD STRUCTURAL TYPICAL DETAILS
SD	S4	STANDARD STRUCTURAL TYPICAL DETAILS
SD	P1	PROCESS STANDARD DETAILS
SD	P2	PROCESS STANDARD DETAILS
SD	P3	PROCESS STANDARD DETAILS
SD	P4	PROCESS STANDARD DETAILS
SD	M1	MECHANICAL DETAILS
SD	M2	MECHANICAL DETAILS
SD	E1	VARIOUS SCHEMATICS
SD	E2	VARIOUS DETAILS
SD	E3	VARIOUS DETAILS
SD	E4	VARIOUS DETAILS
SD	E5	VARIOUS DETAILS
SD	E6	VARIOUS DETAILS
SD	E7	VARIOUS DETAILS
SD	E8	FIXTURE SCHEDULE
SD	E9	JUNCTION BOX SCHEDULES
SD	E10	CABLE AND CONDUIT SCHEDULE - 1000 SERIES
ESD	E11	CABLE AND CONDUIT SCHEDULE - 1000 SERIES
SD	E12	CABLE AND CONDUIT SCHEDULE - 1000 SERIES
SD	E13	CABLE AND CONDUIT SCHEDULE - 1000 SERIES
SD	E14	CABLE AND CONDUIT SCHEDULE - 1000 SERIES
SD	E15	CABLE AND CONDUIT SCHEDULE - 2000 SERIES
SD	E16	CABLE AND CONDUIT SCHEDULE - 2000 SERIES
SD	E17	CABLE AND CONDUIT SCHEDULE - 2000 SERIES
SD	E18	CABLE AND CONDUIT SCHEDULE - 3000 SERIES
SD	E19	CABLE AND CONDUIT SCHEDULE - 4000 SERIES
SD	E20	CABLE AND CONDUIT SCHEDULE - 5000 SERIES
SD	E21	CABLE AND CONDUIT SCHEDULE - 6000 SERIES



84	APR
	DESCRIPTION
	DATE
	ISYM



LIVINGSTON WRF UPGRADES  
CITY OF LIVINGSTON  
LIVINGSTON, MONTANA  
DRAWING INDEX - VOLUME 2

DRAWING TYPE	CONST
PREPARED BY	RCL
CHECKED / APPROVED	BJV / SLB
DATE	APRIL 2017
PROJECT NUMBER	05613-2015-001
FACILITY	GEN
DRAWING	G2

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE) DATED \_\_\_\_\_, 2017:  
ATTACHMENT A; Page 2 of 2  
(See Article 9 - Contract Documents (A. 7))

## TABLE OF CONTENTS

### **VOLUME 1 OF 3**

#### **SECTION NO.**

#### **TITLE**

00 01 01	TITLE PAGE
00 01 05	CERTIFICATION PAGE
00 01 10	TABLE OF CONTENTS

### **BIDDING REQUIREMENTS**

00 11 13	INVITATION FOR CONSTRUCTION BIDS
00 21 13	INSTRUCTIONS TO BIDDERS
00 31 32	GEOTECHNICAL DATA
00 31 34	CONSTRUCTION DEWATERING GENERAL PERMIT
00 33 15	EXISTING HAZARDOUS MATERIAL INFORMATION
00 41 00	BID FORM
00 43 13	BID SECURITY FORM
00 45 13	BIDDER'S QUALIFICATIONS FORMS

### **CONTRACT FORMS**

00 51 00	NOTICE OF AWARD
00 52 00	STANDARD AGREEMENT
00 55 00	NOTICE TO PROCEED
	CERTIFICATE OF OWNER'S ATTORNEY AND AGENCY CONCURRENCE

### **PROJECT FORMS**

00 61 13.13	PERFORMANCE BOND FORM
00 61 13.16	PAYMENT BOND FORM
00 62 76	APPLICATION FOR PAYMENT FORM
00 63 13	REQUEST FOR INTERPRETATION FORM
00 63 49	WORK CHANGE DIRECTIVE FORM
00 63 56	FIELD ORDER FORM
00 63 63	CHANGE ORDER FORM
00 65 16	CERTIFICATE OF SUBSTANTIAL COMPLETION FORM

### **CONDITIONS OF THE CONTRACT**

00 72 00	STANDARD GENERAL CONDITIONS
00 73 00	SUPPLEMENTARY CONDITIONS
00 73 40	FUNDING AGENCY REQUIREMENTS
	PROJECT SIGN DETAIL
	FEDERAL LABOR STANDARDS PROVISIONS
	USDA-RD REQUIRED FORMS
	AMERICAN IRON AND STEEL FORMS
	DAVIS-BACON WAGE RATES
	MONTANA PREVAILING WAGE RATES

**TABLE OF CONTENTS (Cont.)**

**SECTION NO.                      TITLE**

---

**DIVISION 01 – GENERAL REQUIREMENTS**

01 11 13	WORK COVERED BY CONTRACT DOCUMENTS
01 11 16	WORK BY OWNER
01 12 16	WORK SEQUENCE
01 14 00	WORK RESTRICTIONS
01 19 00	SPECIAL PROVISIONS
01 21 13	CASH ALLOWANCES
01 21 26	ASSIGNED CONTRACTS
01 23 00	ALTERNATES
01 26 00	CONTRACT MODIFICATION PROCEDURES
01 29 00	PAYMENT PROCEDURES
01 31 19	PROJECT MEETINGS
01 33 00	SUBMITTAL PROCEDURES
01 33 20	SELLER'S APPROVAL STATEMENT (DEVIATIONS)
01 45 00	QUALITY CONTROL
01 45 16	CONTRACTOR QUALITY CONTROL
01 45 33	CODE-REQUIRED SPECIAL INSPECTIONS
01 45 33.01	STATEMENT OF SPECIAL INSPECTIONS
01 51 00	TEMPORARY UTILITIES
01 52 00	CONSTRUCTION FACILITIES
01 53 00	TEMPORARY BYPASS PUMPING
01 54 00	CONSTRUCTION AIDS
01 55 00	VEHICULAR ACCESS AND PARKING AREAS
01 55 29	STAGING AREAS
01 56 00	TEMPORARY BARRIERS AND ENCLOSURES
01 57 00	TEMPORARY CONTROLS
01 58 00	PROJECT IDENTIFICATION
01 61 00	COMMON PRODUCT REQUIREMENTS
01 73 29	CUTTING AND PATCHING
01 74 12	CITY OF LIVINGSTON STANDARD SPECIFICATIONS
01 75 00	STARTING AND ADJUSTING
01 77 00	CLOSEOUT PROCEDURES
01 78 23	OPERATION AND MAINTENANCE DATA
01 79 00	CLASSROOM AND DEMONSTRATION TRAINING
01 91 00	COMMISSIONING

**VOLUME 2 OF 3**

**DIVISION 02 – EXISTING CONDITIONS**

02 41 13	SELECTIVE SITE DEMOLITION
02 42 00	REMOVAL AND SALVAGE OF CONSTRUCTION MATERIALS



**TABLE OF CONTENTS (Cont.)**

**SECTION NO.                      TITLE**

---

**DIVISION 03 – CONCRETE**

03 01 00	MAINTENANCE OF CONCRETE
03 10 00	CONCRETE FORMING
03 20 00	CONCRETE REINFORCING
03 25 00	CONCRETE JOINTS AND ACCESSORIES
03 30 00	CAST-IN-PLACE CONCRETE
03 35 00	CONCRETE PLACING, FINISHING, AND CURING
03 43 00	PRECAST STRUCTURAL CONCRETE
03 60 00	GROUTING
03 96 90	WATER TIGHTNESS TEST OF HYDRAULIC STRUCTURES

**DIVISION 04 – MASONRY**

04 20 19	VENEER UNIT MASONRY
04 82 00	REINFORCED UNIT MASONRY ASSEMBLIES

**DIVISION 05 – METALS**

05 12 00	STRUCTURAL STEEL FRAMING
05 14 00	STRUCTURAL ALUMINUM FRAMING
05 21 00	STEEL JOIST FRAMING
05 30 00	STEEL DECKING
05 40 00	COLD FORMED METAL FRAMING
05 51 00	METAL STAIRS
05 52 00	METAL RAILINGS
05 52 13	PIPE AND TUBE RAILINGS
05 53 05	METAL GRATINGS AND FLOOR PLATES

**DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES**

06 10 00	ROUGH CARPENTRY
06 17 53	WOOD TRUSSES
06 41 00	ARCHITECTURAL WOOD CASEWORK

**DIVISION 07 – THERMAL AND MOISTURE PROTECTION**

07 11 00	DAMPPROOFING
07 19 00	WATER REPELLENTS
07 21 13	THERMAL INSULATION
07 21 16	BLANKET INSULATION
07 26 00	VAPOR RETARDERS
07 46 19	STEEL SIDING
07 54 00	THERMOPLASTIC SINGLE-PLY ROOFING
07 62 00	SHEET METAL FLASHING & TRIM
07 84 00	FIRESTOPPING
07 90 00	JOINT PROTECTION

**TABLE OF CONTENTS (Cont.)**

**SECTION NO.                      TITLE**

---

**DIVISION 08 – OPENINGS**

08 12 14	STANDARD STEEL FRAMES
08 13 14	STANDARD STEEL DOORS
08 33 00	COILING DOOR
08 36 00	OVERHEAD DOORS
08 37 00	ACCESS HATCHES
08 51 13	ALUMINUM WINDOWS
08 71 00	DOOR HARDWARE

**DIVISION 09 – FINISHES**

09 06 00	SCHEDULE FOR FINISHES
09 25 50	GYPSUMBOARD ASSEMBLIES
09 30 00	TILING
09 51 23	SUSPENDED CEILINGS
09 65 00	RESILIENT FLOORING AND ACCESSORIES
09 68 10	CARPET
09 90 00	PAINTING AND COATING
09 90 02	HIGH PERFORMANCE PAINTING AND COATING

**DIVISION 10 – SPECIALTIES**

10 14 00	SIGNAGE
10 21 13	TOILET COMPARTMENTS
10 28 00	TOILET, BATH, AND LAUNDRY ACCESSORIES
10 51 29	METAL LOCKERS
10 52 00	FIRE PROTECTION SPECIALTIES

**DIVISION 11 – EQUIPMENT**

11 53 13	LABORATORY FUME HOODS
----------	-----------------------

**DIVISION 12 – FURNISHINGS**

12 35 53	LABORATORY CASEWORK
----------	---------------------

**DIVISION 13 – SPECIAL CONSTRUCTION**

13 34 23.19	FABRICATED DOME STRUCTURES
-------------	----------------------------

## TABLE OF CONTENTS (Cont.)

<b><u>SECTION NO.</u></b>	<b><u>TITLE</u></b>
---------------------------	---------------------

### **DIVISION 21 – FIRE SUPPRESSION**

21 01 20	FIRE SUPPRESSION SYSTEM GENERAL PROVISIONS
21 01 60	FIRE SUPPRESSION SYSTEM PIPING PROCEDURES
21 01 70	FIRE SUPPRESSION SYSTEM SUBMITTALS
21 05 40	SUPPORTS AND ANCHORS - FIRE SPRINKLER SYSTEM
21 06 00	SCHEDULES FOR FIRE SUPPRESSION SYSTEM
21 10 05	FIRE SPRINKLER SYSTEM PIPING
21 10 06	FIRE SPRINKLER SYSTEM SPECIALTIES

### **DIVISION 22 – PLUMBING**

22 01 20	PLUMBING GENERAL PROVISIONS
22 01 30	PLUMBING REMODELING PROVISIONS
22 01 55	PLUMBING SITE CONDITIONS
22 01 60	PLUMBING PIPING PROCEDURES
22 01 70	PLUMBING SUBMITTALS
22 05 00	COMMON WORK RESULTS FOR PLUMBING
22 05 13	COMMON MOTOR REQUIREMENTS FOR PLUMBING EQUIPMENT
22 05 14	COMMON ELECTRICAL REQUIREMENTS FOR PLUMBING EQUIPMENT
22 05 19	THERMOMETERS AND GAUGES FOR PLUMBING PIPING
22 05 40	SUPPORTS AND ANCHORS FOR PLUMBING
22 05 53	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT
22 06 00	SCHEDULES FOR PLUMBING
22 07 16	PLUMBING EQUIPMENT INSULATION
22 07 19	PLUMBING PIPING INSULATION
22 10 05	PLUMBING PIPING
22 10 06	PLUMBING SPECIALTIES
22 30 00	PLUMBING EQUIPMENT
22 36 00	COMMERCIAL GRADE PLUMBING EQUIPMENT
22 40 00	PLUMBING FIXTURES
22 42 00	COMMERCIAL PLUMBING FIXTURES

### **DIVISION 23 – HEATING, VENTILATION, AND AIR CONDITIONING**

23 01 20	HVAC GENERAL PROVISIONS
23 01 30	HVAC REMODELING PROVISIONS
23 01 55	HVAC SITE CONDITIONS
23 01 70	HVAC SUBMITTALS
23 05 00	COMMON WORK RESULTS FOR HVAC
23 05 13	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT
23 05 14	COMMON ELECTRICAL REQUIREMENTS FOR HVAC EQUIPMENT
23 05 40	SUPPORTS AND ANCHORS FOR HVAC EQUIPMENT
23 05 90	BASIC RESULTS FOR TESTING, ADJUSTING, AND BALANCING
23 05 93	TESTING, ADJUSTING, AND BALANCING FOR HVAC

**TABLE OF CONTENTS (Cont.)**

**SECTION NO.                      TITLE**

---

**DIVISION 23 – HEATING, VENTILATION, AND AIR CONDITIONING (Cont.)**

23 07 00	HVAC INSULATION
23 07 13	DUCTWORK INSULATION
23 23 00	REFRIGERANT PIPING
23 30 00	HVAC AIR DISTRIBUTION
23 31 00	HVAC DUCTS AND CASINGS
23 33 00	AIR DUCT ACCESSORIES
23 34 23	HVAC POWER VENTILATORS
23 36 00	AIR TERMINAL UNITS
23 37 00	AIR OUTLETS AND INLETS
23 50 00	CENTRAL HEATING EQUIPMENT
23 51 00	STACKS AND VENTS
23 55 00	FUEL-FIRED UNIT HEATERS
23 60 00	CENTRAL COOLING EQUIPMENT
23 63 13	AIR COOLED CONDENSING UNITS
23 70 00	CENTRAL HVAC EQUIPMENT
23 73 30	AIR-TO-AIR HEAT RECOVERY UNITS
23 74 00	PACKAGED AIR HANDLING UNITS
23 74 33	PACKAGED HEATING MAKE-UP AIR UNITS
23 80 00	DECENTRALIZED HVAC EQUIPMENT
23 81 27	SPLIT SYSTEM AIR CONDITIONERS
23 82 10	DEHUMIDIFIERS
23 90 00	HVAC CONTROLS
23 98 00	HVAC INSTRUMENTATION
23 98 50	HVAC SEQUENCE OF OPERATIONS

**VOLUME 3 OF 3**

**DIVISION 26 – ELECTRICAL**

26 05 00	ELECTRICAL GENERAL CONDITIONS
26 05 01	MINOR ELECTRICAL DEMOLITION
26 05 02	EXCAVATING, TRENCHING AND BACKFILLING
26 05 08	ELECTRICAL SERVICE
26 05 10	MOTORS
26 05 19	POWER AND INSTRUMENTATION CABLE - LESS THAN 600V
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
26 05 34	CONDUIT
26 05 36	CABLE TRAY FOR ELECTRICAL SYSTEMS
26 05 37	BOXES
26 05 43	UNDERGROUND DUCT AND RACEWAYS FOR ELECTRICAL SYSTEMS
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS
26 09 14	ELECTRICAL POWER MONITORING
26 22 00	LOW VOLTAGE TRANSFORMERS



**TABLE OF CONTENTS (Cont.)**

**SECTION NO.                      TITLE**

---

**DIVISION 26 – ELECTRICAL (Cont.)**

26 24 13	SWITCHBOARDS
26 24 16	PANELBOARDS
26 24 19	MOTOR CONTROL CENTERS
26 27 19	TRANSITION CABINET
26 27 26	WIRING DEVICES
26 28 00	HARMONIC CORRECTION UNIT
26 28 13	FUSES
26 28 18	ENCLOSED SWITCHES
26 29 23	VARIABLE FREQUENCY MOTOR CONTROLLERS
26 36 00	AUTOMATIC TRANSFER SWITCH
26 43 00	SURGE PROTECTIVE DEVICES
26 56 01	LUMINAIRES

**DIVISION 28 – ELECTRONIC SAFETY AND SECURITY**

28 31 00	FIRE DETECTION AND ALARM
----------	--------------------------

**DIVISION 31 – EARTHWORK**

31 05 13	SOILS FOR EARTHWORK
31 11 00	CLEARING AND GRUBBING
31 11 10	REMOVAL OF EXISTING PAVEMENT, CONCRETE CURB, SIDEWALK, DRIVEWAY, AND/OR STRUCTURES
31 14 13	SOIL STRIPPING AND STOCKPILING
31 22 00	GRADING
31 22 10	GRAVEL ROADWAY, SHOULDERS, AND PARKING LOTS
31 23 13	SUBGRADE PREPARATION
31 23 16	EXCAVATION
31 23 21	FILL AND BACKFILL
31 23 23	GEOFOAM
31 23 33	TRENCHING AND BACKFILLING
31 23 43	ADJUSTING EXISTING MANHOLES, LAMPHOLES, INLETS, WATER VALVE BOXES, WATER SERVICES, AND FIRE HYDRANTS TO GRADE
31 25 00	EROSION AND SEDIMENTATION CONTROL
31 41 00	SHORING

**TABLE OF CONTENTS (Cont.)**

**SECTION NO.                      TITLE**

---

**DIVISION 32 – EXTERIOR IMPROVEMENTS**

32 05 16	AGGREGATES FOR EXTERIOR IMPROVEMENTS
32 05 19	GEOSYNTHETICS FOR EXTERIOR IMPROVEMENTS
32 11 23	AGGREGATE BASE COURSES
32 12 16	ASPHALT PAVING
32 13 13	CONCRETE PAVING
32 31 13	CHAIN LINK FENCES AND GATES
32 90 00	LANDSCAPING
32 90 10	SEEDING
32 97 00	RESTORATION OF DISTURBED AREAS

**DIVISION 33 – UTILITIES**

33 05 26	UTILITY IDENTIFICATION
33 13 00	DISINFECTION OF WATER DISTRIBUTION
33 13 10	WATER DISTRIBUTION
33 13 20	SANITARY SEWER COLLECTION SYSTEMS
33 21 17	ABANDONMENT OF WATER WELLS
33 31 00.13	ABANDONMENT OF PIPING AND MANHOLES
33 31 19	SITE PIPING

**DIVISION 40 – PROCESS INTEGRATION**

40 27 00	PROCESS PIPING - GENERAL
40 27 05	PROCESS PIPING SUPPORT SYSTEMS
40 27 10	PROCESS PIPING SPECIALTIES
40 27 20	PROCESS VALVES
40 27 21	ELECTRICAL MOTOR VALVE ACTUATORS
40 27 30	PROCESS GATES
40 27 50	PROCESS METERS
40 27 60	PROCESS IDENTIFICATION
40 42 13	PROCESS PIPING INSULATION
40 42 80	PROCESS PIPE LEAKAGE TESTING
40 91 00	INSTRUMENTATION AND FIELD MOUNTED DEVICES
40 94 43	PROGRAMMABLE LOGIC PROCESS CONTROLLERS
40 95 13	PROCESS CONTROL PANELS AND HARDWARE

**DIVISION 41 – MATERIAL PROCESSING AND HANDLING**

41 23 14	OVERHEAD MANUAL HOISTS AND TROLLEYS
41 24 15	PALLET TRUCK

**TABLE OF CONTENTS (Cont.)**

**SECTION NO.                      TITLE**

---

**DIVISION 43 - PROCESS GAS AND LIQUID HANDLING EQUIPMENT**

43 11 32	BLOWER PACKAGE DELIVER
43 11 33	ROTARY LOBE BLOWERS
43 11 34	ROTARY SCREW BLOWERS
43 11 35	INTEGRALLY-GEARED TURBO BLOWERS
43 21 13	HORIZONTAL END SUCTION CENTRIFUGAL PUMPS
43 21 37	PROGRESSIVE CAVITY PUMPS
43 21 39	SUBMERSIBLE PUMPS
43 21 40	SUBMERSIBLE DRY PIT PUMPS
43 21 80	SUBMERSIBLE WELL PUMPS

**DIVISION 46 – WATER AND WASTEWATER EQUIPMENT**

46 05 01	WASTEWATER EQUIPMENT GENERAL PROVISIONS
46 21 35	AUGER SCREENS
46 26 10	AUTOMATIC SAMPLER INSTALLATION
46 33 30	LIQUID CHEMICAL FEED EQUIPMENT
46 33 33	POLYMER BLENDING AND FEED EQUIPMENT
46 53 50	COARSE BUBBLE DIFFUSER SYSTEM
46 66 00	ULTRAVIOLET DISINFECTION EQUIPMENT
46 70 10	COMPOST VESSEL EQUIPMENT
46 70 15	PORTABLE COMPOST SCREENING PLANT
46 72 15	ROTARY DRUM THICKENER EQUIPMENT
46 72 15.01	ROTARY DRUM THICKENER EQUIPMENT ACCESS PLATFORM AND ADJUSTABLE GANTRY CRANE
46 73 21	AEROBIC DIGESTER AERATION EQUIPMENT

END OF TABLE OF CONTENTS

**RURAL DEVELOPMENT Community Programs  
Water and Waste Projects  
POST BID CHECKLIST**

**RD Award Concurrence.** After bids are opened and lowest responsive responsible bidder determined by the Owner with advice from its Engineer, and Attorney if necessary, Agency concurrence to award the contract is required. The standard contract requires award within 60 days of bid opening. Send the following to USDA MT Rural Development, Attn: Karen Sanchez PE, 2229 Boot Hill Court, Bozeman MT 59715-7914, 406/585-2528, [Karen.sanchez@mt.usda.gov](mailto:Karen.sanchez@mt.usda.gov) (Please copy the Rural Development Area Loan Specialist with the transmittal memo.)

1. Affidavit of Bid Advertisement-certified, dated, signed.
2. Certified Bid Tabulation. (Signed and sealed by Engineer.)
3. Copy of the low bidder's bid package: (1) Bid Proposal (2) Bid Bond and (3) Required Certifications:
  - Compliance Statement RD 400-6
  - Certification Regarding Debarment, AD-1048
  - Lobbying Certification 1940-Q, Exhibit A-1
4. Engineer's written recommendation to the Owner relative to the contract award.
  - a. Funding analysis of all project costs (construction, engineering, contingency, etc.) and funds available.
  - b. Analysis of the proposed Contractor's ability to complete the job.
5. A request from Owner to Rural Development for concurrence to award the contract. State to what contractor and what the contract amount is. It can be either minutes of the meeting at which the Engineer made a recommendation and the Owner made a resolution / made clear its intent to award the contract pending concurrence by funding agencies, or a letter from the Owner stating its decision/intent to award the contract pending funding agency concurrence, and requesting RD concurrence.
6. Loan Conditions. All legal and financial aspects including: Preliminary Bond Opinion, Loan Closing Instructions, or Loan Security, Insurance, Rights-of-Ways and Easements, etc. Contact your Loan Specialist to confirm.
7. RD will check the proposed Contractor's debarment status at <https://www.sam.gov/portal/public/SAM/>

RD will review and provide Agency concurrence to award. Notice of Award may now be issued.

**RD Contract Concurrence.** The standard Notice of Award requires the Contractor to execute and return it to the Owner within 15 days. Prior to issuing Notice To Proceed the executed (signed) contracts must be reviewed by the Owner's Attorney and concurred in by RD.

Please work with your Engineer and Attorney and follow this process: Send (fax or pdf) a review copy of the executed contract to Karen Sanchez PE, USDA MT Rural Development [Karen.sanchez@mt.usda.gov](mailto:Karen.sanchez@mt.usda.gov), Fax/585-2565. RD's review process is on the last page of this checklist. You may want to review the contract prior to sending RD the review copy. Your Attorney will need to review and sign the Certificate of Owner's Attorney (Exhibit GC-A; last page of the General Conditions).

Executed Contract Review. Provide the following to RD. (Refer to last page for review method used by RD.)

- |  |                              |
|--|------------------------------|
| 1. Notice of Award   | 4. Payment Bond              |
| 2. Agreement   | 5. Power of Attorney         |
| 3. Performance Bond  | 6. Certificates of Insurance |
| 7. Certificate of Owner's Attorney (Exhibit GC-A; last page of the General Conditions) |                              |

Once RD has reviewed the contract, it will provide your Engineer with original signed Agency Concurrence pages. Your Engineer will insert these into each of the original executed contracts prior to their distribution. (RD will require one executed contract for the project file.) Please make sure each of the executed contracts included the signed Certificate of Owner's Attorney and Agency Concurrence page, along with a Notice To Proceed.

**Notice To Proceed.** After RD contract concurrence you can issue Notice To Proceed. Your Engineer will distribute executed contracts to USDA RD, Owner and Contractor. Provide ONE to the Rural Development Loan Specialist. Send a copy of the Notice to proceed to RD Engineer Sanchez. (Executed contracts include Notice of Award, Agreement, Perf. & Payment Bonds, Insurance Certificates, Cert. of Owner's Attorney / Agency Concurrence Page, Notice to Proceed.)

**Preconstruction Conference.** Your Engineer will conduct this meeting. An RD representative must attend. Have your Engineer notify RD at least two weeks prior to the proposed date. A Preconstruction Conference packet will be forwarded to your Engineer for his or her use in conducting the preconstruction conference. PRIOR to the preconstruction conference, the Resident Project Representative must be proposed by the Engineer and approved by the Owner. The Owner's written approval must be provided to RD prior to the preconstruction conference. **Project Management Conference.** Your RD Community Programs Loan Specialist may conduct this meeting prior to the preconstruction conference or immediately following. The purpose is to review RD Loan Conditions, construction management and pay request procedures. Representative of Owner, funding agencies & Engineer participate.



## Contract Documents-RD Review Procedure

### All Documents

1. Notice of Award requires Contractor provide executed Agreement and other required documents within 15 days.
2. Project description correct and matches that in the Bid.
3. Amount of Bid/Contract correct.
4. Review Supplementary Conditions to determine any project-specific requirements (number of documents required, insurance, timeframes, etc.).

### Notice of Award

1. Owner has signed.
2. Dated within 60 days of Bid opening.

### Agreement

1. Names of Owner and Contractor correct and both Owner and Contractor have signed. If Owner has a seal, it should be used in addition to the signatures.
2. All signatures have been attested to.
3. Designated representatives identified. (Persons designated by the signatories to the Agreement with authority to act on Owner's behalf.)
4. Effective date (page 9) to be filled in following funding Agency concurrence. Effective date of the contract is the date of Agency concurrence.
5. Contract completion period correct.

### Performance Bond/Payment

1. EJCDC Standard Forms as in the Contract/Specifications. Not substitute or other forms.
2. Not dated prior to the Agreement date.
3. Signed by Contractor. If the Contractor is a partnership, all partners should execute the bond.
4. Signed by Surety's Attorney-In-Fact.

### Power of Attorney- Only one Power of Attorney is needed for both Bonds.

1. Power of Attorney was issued to the Attorney-In-Fact as shown in the Bonds
2. Surety licensed in Montana and a current Montana appointment to surety named on the bonds. Check at: <https://sbs-mt.naic.org/Lion-Web/jsp/ext/login/launch.jsp> or contact Montana State Auditor, Insurance Licensing Division, Pam Daugherty 406-444-9751.
3. Check that the Power of Attorney doesn't disallow and/or limit amount of Bonds.
4. Notary Public expiration date not expired prior to issuance of Power of Attorney.
5. Check US Treasury Circular 570 that bond does not exceed amount for which officers of the surety can sign. ([www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570.htm](http://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570.htm))
6. Date of testimony signed by the Secretary of the surety either same or date after Bonds.
7. Check for seal next to signature of surety officers.

### Certificate of Insurance

1. Insurance coverage (all types including Worker's Compensation) and limits of liability must comply with amounts in project specifications.
2. Certificate/s of Insurance must specifically reference the contract by title, parties involved and date of contract in the "Description of Operation/Location/Vehicles" section.
3. Check policy expiration dates.
4. Provisions that coverage will not be canceled prior to timeframe specified (State Law requirement 30 and 45 days) without written notice.
5. Check that the Owner is the Certificate Holder.

### Certificate of Owners Attorney (Exhibit GC-A of General Conditions)

1. Owner's Attorney has signed and dated.

### Notice To Proceed

1. Issued following Agency concurrence and within 30 days of the Effective Date of the Agreement. The Contract time commences on the day indicated.
2. Correct date of project completion listed.
3. Owner has signed.

Completed By: DNRC Draft to discuss with City and RD

City of Livingston

12-Jul-17

Administrative/ Costs	Finance	RRG Grant \$125,000	City Impact Fees \$300,000	TSEP Grant \$625,000	RD Grant \$1,715,000	RD Loan @ 1.375% \$5,000,000	SRF A Loan \$400,000	SRF B Loan @ 2.5% \$6,500,000 30 Year	SRF Loan @ 2.5% \$4,840,000 30 Year	Total
Personnel Costs										-
Office Costs										-
Professional Services										-
Legal Costs										-
Audit Fees										-
Travel & Training										-
Interm Interest						75,000				75,000
Loan Reserves				-		162,600		309,938	231,188	703,726
Miscellaneous/Payoff				-		-		-		-
Bond Counsel & Related costs				-		25,000		25,000		50,000
<b>TOTAL ADMIN COSTS:</b>				<b>\$ -</b>		<b>\$ 262,600</b>		<b>\$ 334,938</b>	<b>\$ 231,188</b>	<b>\$ 828,726</b>
<b>ACTIVITY COSTS:</b>										
Engineering-Constr Admin (AE2S)					254,747					254,747
Engineering Design		50,000			-			1,189,231		1,239,231
I&C/SCADA Programming/Integration				-	208,592			-		208,592
DA Construction		75,000	300,000	625,000	730,320	4,337,400	400,000	4,226,881	4,087,471	14,782,072
Construction engineering				-	-	400,000		748,950		1,148,950
Contingency				-	521,341	-			521,341	\$ 1,042,682
<b>TOTAL ACTIVITY COSTS</b>		<b>\$ 125,000</b>	<b>\$ 300,000</b>	<b>\$ 625,000</b>	<b>\$ 1,715,000</b>	<b>\$ 4,737,400</b>	<b>\$ 400,000</b>	<b>\$ 6,165,062</b>	<b>\$ 4,608,812</b>	<b>\$ 18,676,274</b>
<b>TOTAL COSTS</b>		<b>\$ 125,000</b>	<b>\$ 300,000</b>	<b>\$ 625,000</b>	<b>\$ 1,715,000</b>	<b>\$ 5,000,000</b>	<b>\$ 400,000</b>	<b>\$ 6,500,000</b>	<b>\$ 4,840,000</b>	<b>\$ 19,505,000</b>