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CONTRACT DOCUMENTS FOR:

**MEADOW VILLAGE NOS. 4 AND 5**

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

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Prepared by:

*Western Groundwater Services LLC*

6595 Bear Claw Lane

Bozeman, MT 59715

Tel (406) 585-5947

Fax (406) 522-8653

**June 2006**

SET NO. 2

BIDDER NAME/ADDRESS:

*Bruce M Goswick 1606 Gold Ave Bozeman MT 59715*

*Mahurin Drilling 1606 Gold Ave Bozeman MT 59715*

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

BID SCHEDULE UNIT PRICES  
MEADOW VILLAGE NOS. 4 AND 5

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY <sup>1</sup>	UNIT <sup>2</sup>	UNIT PRICE	TOTAL ESTIMATED PRICE
SECTION SP100 – MEADOW VILLAGE NOS. 4 AND 5					
SP100-1	Mobilization/Demobilization	1	LS	—	25,000.00
SP100-2	20-inch Drilling with Casing <sup>C</sup>	56	LF	225.00	12,600.00
SP100-3	16-inch Drilling with Casing	64	LF	200.00	12,800.00
SP100-4	12-inch Drilling with Casing	64	LF	175.00	11,200.00
SP100-5	16-inch Telescoping Well Screen <sup>C</sup>	52	LF	518.77	26,976.00
SP100-6	12-inch Telescoping Well Screen	52	LF	440.16	22,888.00
SP100-7	Surface Seal	2	LS	—	7,000.00
SP100-8	Development	100	HR	100.00	10,000.00
SP100-9	Temporary Pumping System	2	LS	—	15,000.00
SP100-10	Pumping Test Hourly	152	HR	75.00	11,400.00

TOTAL BID PRICE 154,864.00

TOTAL BID PRICE One hundred fifty four Thousand Eight hundred And 64 dollars  
(Words)

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

<sup>2</sup> LS = Lump Sum Amount; LF = linear feet; HR = hours.

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

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

B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

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

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

6.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of the Bid:

A. Required Bid security in the amount of 10% of the maximum Bid price including alternates, if any, and in the form of a Bid Bond identified in the Instructions To Bidders.

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

SUBMITTED on 7-7-06

Montana Contractor's Registration # (if any) 359/148

Employer's Tax ID No. 810437979

A Corporation: \_\_\_\_\_ (SEAL)  
(Corporation Name)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

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

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

Attest: \_\_\_\_\_ (CORPORATE SEAL)

(Signature of Secretary)

Business Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No: \_\_\_\_\_

Date of Qualification To Do Business Is:

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

Joint Venturer Name: Bruce M Goswick Goswick Drilling (SEAL)  
(Name)

By: Bruce M Goswick  
(Signature of Joint Venture Partner)

Name: Bruce M Goswick Goswick Drilling  
(Name, printed or typed)

Title: owner

Business Address: 1606 Gold Ave Bozeman MT 59715

Phone No.: 406-586-3868 FAX No: 406-587-1596

Joint Venturer Name: MAHURIN DRILLING (SEAL)  
(Name)

By: J. Mahurin  
(Signature of Joint Venture Partner)

Name: J. MAHURIN  
(Name, printed or typed)

Title: OWNER

Business Address: 1606 GOLD AVE  
BOZEMAN MONTANA

Phone No.: 586-3868 FAX No: 587-1597

Address of Joint Venture for Receipt of Official Communication:

Address: MAHURIN DRILLING  
1606 GOLD AVE BOZEMAN, MT

Phone No.: 406 586-3868 FAX No: 587-1597

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

END OF SECTION 00300

# BID BOND

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

BIDDER (Name and Address): \_\_\_\_\_

SURETY (Name and Address of Principal Place of Business): \_\_\_\_\_

OWNER (Name and Address): \_\_\_\_\_

BID  
Bid Due Date:  
Project (Brief Description Including Location):

BOND  
Bond Number:  
Date (Not later than Bid due date):  
Penal sum \_\_\_\_\_  
(Words) (Figures)

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

BIDDER  
Bruce M Goswick Goswick Drilling  
Mahariv Drilling (Seal)  
Bidder's Name and Corporate Seal

SURETY  
\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: Bruce M Goswick  
J. D. Mahan  
Signature and Title

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

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

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

LIMITED POWER OF ATTORNEY - READ CAREFULLY

CONTRACTORS BONDING AND INSURANCE COMPANY IS RESPONSIBLE ONLY FOR THE BOND DESCRIBED AND UP TO THE AMOUNT SET FORTH IN THIS LIMITED POWER OF ATTORNEY. ANY ERASURE WILL VOID THIS POWER OF ATTORNEY. IF YOU HAVE ANY QUESTIONS ABOUT OR WANT TO VERIFY THIS POWER OF ATTORNEY CALL CONTRACTORS BONDING AND INSURANCE COMPANY TOLL FREE AT 1(800)765-2242

Penal Sum : \$ 13,750.00 Attorney No.: SP206 Power Number : CO3363 Bond No. : BID

Limited Power of Attorney Expires: 10/07/2006 Date Approved : 7/07/2006

Approved by: [Signature] Don Sirkin (Print Name)

Name of Principal: GOSWICK DRILLING

Name of Oblige: BIG SKY COUNTY WATER & SEWER DISTRICT #363

Descriptions(s): MEADOW VILLAGE DRILLING OF WELLS # 4 & 5

Location (if applicable):

KNOW ALL MEN BY THESE PRESENTS that CONTRACTORS BONDING AND INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Washington and having its principal office in Seattle, King County, Washington does by these presents make, constitute and appoint DONALD E. MCHENRY OF BOXEMAN, MT its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver the bond(s) and/or other documents incidental thereto described above; and to bind the Company thereby as fully and to the same extent as if each such bond, or other documents incidental thereto was signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary; hereby ratifying and confirming all that the said Attorney-In-Fact may do in the premises. Said appointment is made under and by the authority of the following resolutions adopted by the Board of Directors of CONTRACTORS BONDING AND INSURANCE COMPANY on September 10, 2001.

RESOLVED that the Chief Executive Officer, President, Chief Financial Officer, Secretary or any Vice President of the Company is authorized to appoint Attorneys-In-Fact for and on behalf of the Company with the power and authority to sign on behalf of the Company those surety bonds or undertakings of suretyship which may from time to time be approved by the Chief Executive Officer, President, Chief Financial Officer, Secretary or any Vice President of the Company; provided, however, that no Attorney-In-Fact shall be authorized to execute and deliver any bond or undertaking that shall obligate the Company for any portion of the penal sum thereof in excess of \$15,000,000, and provided, further, that no Attorney-In-Fact shall have the authority to issue a bid or proposal bond for any project where, if the contract is awarded, any bond or undertaking would be required with a penal sum in excess of \$15,000,000. An Attorney-In-Fact may also be authorized by Power of Attorney to execute any consent or other document incidental to said bond or undertaking, provided such document does not obligate the Company in excess of the limit set forth above. In no event shall any Attorney-In-Fact have any authority to sign any document or otherwise bind the Company in any way in connection with a claim on a surety bond or undertaking.

RESOLVED FURTHER that each Power of Attorney must set forth the specific description of the surety bond or undertaking to which it applies, the name of the principal, the name of the obligee, the penal sum, the bond number (except for a bid bond where there is no number), the identifying number of the Attorney-In-Fact, and the identifying number of the Power of Attorney. The Attorney-In-Fact shall not be authorized to obligate Company for surety bond or undertaking specified in the Power of Attorney (including any consents or other documents incidental to the surety bond or undertaking) for more than the penal sum specified in the Power of Attorney.

RESOLVED FURTHER that the Chief Executive Officer, President, Chief Financial Officer, Secretary or any Vice President of the Company is authorized to establish a specific expiration date for the Power of Attorney and to modify that date from time to time as the Chief Executive Officer, President, Chief Financial Officer, Secretary or any Vice President of the Company deems necessary in his/her sole discretion; the applicable expiration date is to be clearly set forth in any written Power of Attorney.

RESOLVED FURTHER that all previous resolutions by the Board of Directors authorizing the Chief Executive Officer, President, Chief Financial Officer, Secretary or any Vice President of the Company to appoint Attorneys-In-Fact for and on behalf of the Company remain in full force and effect; and that if a Power of Attorney based on this resolution is attached to a bond (for example, a bid bond), and a Power of Attorney based on another Board of Directors resolution is attached to another bond (for example, a performance and payment bond), it shall not affect the validity of either Power of Attorney or Bond.

RESOLVED FURTHER that this Limited Power of Attorney containing this and the foregoing resolutions and the signatures of the President, Secretary, and Notary Public, and the corporate and Notary seals appearing hereon, are generated, stored and transmitted electronically, and therefore appear in printed form only at recipient's fax machine. This fax printed Limited Power of Attorney document and the signatures and seals appearing hereon therefore are, and shall be deemed originals in all respects.

RESOLVED FURTHER that the Company acknowledges the applicability of the Electronic Signatures in Global and National Commerce Act to this Limited Power of Attorney and that the signatures of the President, Secretary and Notary Public and the corporate and Notary seals appearing on any Limited Power of Attorney containing this and the foregoing resolutions as well as the Limited Power of Attorney itself and its transmission may be, or may be by facsimile or other means of electronic or electro-mechanical transmission or reproduction; and any such Limited Power of Attorney shall be deemed an original in all respects.

IN WITNESS WHEREOF CONTRACTORS BONDING AND INSURANCE COMPANY has caused these presents to be signed by Don Sirkin and its corporate seal to be hereto affixed 9/9/2002.

[Signature]

CONTRACTORS BONDING AND INSURANCE COMPANY



By: Don Sirkin, President

STATE OF WASHINGTON - COUNTY OF KING

On 9/9/2002, personally appeared DON SIRKIN to me known to be the representative of the corporation that executed the foregoing Limited Power of Attorney and acknowledged said Limited Power of Attorney to be free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said Limited Power of Attorney.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]

Notary Public in and for the State of Washington, residing at Seattle

The undersigned acting under authority of the Board of Directors of CONTRACTORS BONDING AND INSURANCE COMPANY, hereby certifies, as or in lieu of Certificate of the Secretary of CONTRACTORS BONDING AND INSURANCE COMPANY, that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and does hereby further certify that the said Power of Attorney is still in force and effect.

GIVEN under my hand, at Spokane, WA this 07 day of JUL 2006

[Signature]

R. Kirk Eland, Secretary



**Bid Bond**  
(Public Work)

**Contractors Bonding  
and Insurance Company**  
1213 Valley Street  
P.O. Box 9271  
Seattle, WA 98109-0271  
*For the CBIC branch  
nearest you, call Toll Free  
(888) 283-2242  
(888) 293-2242 FAX*

Premium: \_\_\_\_\_

Know all by these presents, That we, Goswick Drilling, as Principal,  
and **Contractors Bonding and Insurance Company**, as Surety, are held and firmly bound unto \_\_\_\_\_  
Big Sky County Water & Sewer District #363, Oblige, in the sum of  
10% of amount bid Dollars, (\$ 10% of amount bid )  
for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, firmly by these presents.

Whereas, Principal has submitted or is about to submit a bid to the Oblige on a contract for  
Meadow Village Drilling of Wells #4 & 5

\_\_\_\_\_ ("Project").

Now, Therefore, the condition of this bond is that if obligee accepts Principal's bid, and Principal enters into a contract with the Oblige in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise the Principal and Surety will pay to the Oblige the difference between the amount of the Principal's bid and the amount for which the Oblige shall in good faith contract with another person or entry to perform the work covered by the Principal's bid, but in no event shall the Surety's and Principal's liability exceed the penal sum of this bond.

Signed and sealed this 7th day of July, 2006.

Goswick Drilling (Seal)  
Goswick Drilling Principal

By: Bruce M. Josiah

**Contractors Bonding and Insurance Company**

By: Donald E. McHenry  
Donald E. McHenry Attorney-in-Fact

