INVITATION FOR BIDS

NOTICE IS HEREBY GIVEN, that the Cascade County Board of Commissioners will receive sealed bids for the chip-sealing of a 2.4 mile stretch of road beginning at the intersection of Fields Road and 13th Street South, and a 5 mile stretch of Wilson Butte Road beginning at the intersection of Wilson Butte Road and Lower River Road. Both roads are located in Cascade County, Montana. Specifications may be obtained between 8:00 am and 5:00 pm by contacting Dave Sutton, Public Works Department Road and Bridge Division Superintendant, at 279 Vaughn S. Frontage Rd, Great Falls, MT 59457, or by phoning (406) 454-6920.

Bids will be accepted until Tuesday the 9th day of August, 2011, at 1:00 p.m. in the office of the Board of Commissioners, in the Cascade County Courthouse Annex, 325 2nd Ave North, Room 111, Great Falls, Montana. At that time the bids will be publicly opened. Bids received after that time will be rejected and returned unopened.

Each bid must be accompanied by a Certified Check, Cashier's Check, or Bid bond payable to Cascade County in the amount of ten percent (10%) of the total amount of the bid. The successful bidder shall furnish an approved performance bond and a labor and materials payment bond, each in the amount of 100% of the contract amount. The successful bidder shall be required to provide insurance in the amount of one million dollars per claim, two million dollars per occurrence. The successful bidder shall forfeit to Cascade County their bid security if they fail or refuse to enter into a contract within the time specified. Bid security of unsuccessful bidders shall be returned upon acceptance of the successful bid.

Pursuant to Montana Code Annotated Section 18-2-403, the successful contractor shall be required to pay, for each job classification, the standard prevailing wage rate for highway construction, including fringe benefits, to employees performing work under this contact. Additionally, the successful contractor shall be subject to all requirements of the Montana contractor's gross receipts tax, as defined and required by MCA Section 15-50-205 and 206.

All bids shall remain effective for a period of thirty (30) days from the date of opening. Cascade County reserves the right to consider or reject any or all bids, to waive any minor defects or irregularities, and to accept any bid which it deems to be in the best interest of Cascade County. A contract will be awarded to the lowest responsible bidder.

All bidders are expected to be aware of and to abide by all state and federal statues, rules, and regulations governing the solicitation and acceptance of public contracts, including any such statute, rule or regulation relating to non-discrimination.

DATED this 27th day of July, 2011.

Bill Salina, Chairman
Cascade County Board of Commissioners

(Publish July 31 and August 7, 2011.)

GENERAL INFORMATION FOR BIDDERS

1. Bid Opening. The Cascade County Commissioners will receive bids from persons or entities to perform the following work:

Chipseal Fields Road from 13th Street south beginning at the intersection of Fields and 13th Street South to include both the angular approach and the perpendicular approach and going east 2.4 miles to the end of the cold millings overlayed section of road. The average width of this road for bidding purposes is twenty-two (22) feet wide. The Chipseal specifications include 4A chips at a rate of 25 pounds per square yard. The oil used will be CRS-2P applied at a rate of 0.38 gallons per square yard.

Also, chipseal Wilson Butte Road from Lower River Road beginning at the intersection of Lower River Road and Wilson Butte Road to include both the angular approach and the perpendicular approach and going east 5.0 miles to the intersection of Goodwyn Coulee Road. The average width of this road for bidding purposes is twenty-one (21) feet wide. The Chipseal specifications include 4A chips at a rate of 25 pounds per square yard. The oil used will be CRS-2P applied at a rate of 0.38 gallons per square yard.

All work for both chipseals include mobilization, traffic control, application of oil and chips, sweeping of loose chips to the road ditch area after cure period. Work shall be completed during weather conditions with ambient air temperature no less than 65°F and no later than September 30, 2011.

Bids shall be opened and read aloud at a meeting on the _9_th day of August, 2011, at the time of 1:00 o'clock p.m. at the Commissioners Office, in the Cascade County Courthouse Annex Room 111. All bids must be received no later than the start of the meeting.

2. Notice. Notice is being published in the Great Falls Tribune, (a copy of the notice is included with this package) with publication dates of July _31__ and August _7__. All interested and capable persons or entities are invited to submit bids on the bid form included with this package.

3. Bid Security. Pursuant to Section 18-1-201, Montana Code Annotated, the Board of Commissioners must require a bid security. Each bid must be accompanied by security in a form specified below, and in an amount equal to ten percent (10%) of the bid of the bidder, and payable to Cascade County.

According to the above cited statute, bid security is required "as a condition precedent to considering any such bids, as evidence of good faith on the part of the bidder, and as indemnity for the benefit of such public authority against the failure or refusal of any bidder to enter into any written contract that may be awarded upon and following acceptance of (a) bid…" Thus, if a bidder is selected and requested to enter into the contract, and the bidder refuses to enter into the contract, the bid security shall be forfeited in its entirety to Cascade County.

The form of the bid security is specified in Section 18-1-203, Montana Code Annotated , as follows;

> "(1) In all cases under 18-1-202 (1), the bidder, offeror, or tenderer shall accompany and bid with either:
>
> (a) lawful money of the United States;
>
> (b) a cashier's check, certified check, bank money order, or bank draft, in any case drawn and issued by a federally chartered or state-chartered bank insured by the federal deposit insurance corporation; or
>
> (c) a bid bond, guaranty bond, or surety bond executed by a surety corporation authorized to do business in the state of Montana. If a financial guaranty bond or surety bond is provided to secure the purchase of indebtedness, the long-term indebtedness of the company executing the financial guaranty bond or surety bond must carry an investment grade rating of one or more nationally recognized independent rating agencies.
>
> (2) The money or, in lieu of money, the bank instruments or bid bonds, financial guaranty bonds, or surety bonds must be payable directly to the public authority soliciting or advertising for bids."

The successful bidder's bid security shall be returned upon the parties entering into a contract. Also, at such time, the bid security of unsuccessful bidders shall be returned.

4. Contract. The successful bidder will be expected to enter into a contract with Cascade County. The form of the contract is included within this package. However, Cascade County reserves the right to make changes to the contract which do not affect the substantial rights of the parties.

All bids shall remain effective for a period of thirty (30) days from the date of opening at some time during said thirty (30) day period, the successful bidder will be expected to enter into the contract.

5. Waiver of irregularities and informalities. Cascade County reserves the right to waive any irregularity or informality in any bid. Further, Cascade County reserves the right to reject any and all bids for any reason.

6. Basis of Award. Shall be dependent on the lowest, most responsible bid submitted.

7. Resident Bidder Preference. Pursuant to Section 18-1-102, Montana Code

Annotated, Cascade County will award the contract "to the lowest responsible bidder without regard to residency. However, a resident must be allowed a preference on a contract against the bid of a nonresident if the state or country of the nonresident enforces a preference for residents. The preference must be equal to the preference given in the other state or country."

According to Section 18-1-113, Montana Code Annotated, any bidder seeking a preference shall be required to file, along with the bid, an affidavit, specifying in detail, the basis upon which the bidder claims a preference.

8. Non-Discrimination. The successful bidder shall be expected to abide by a all provisions of state and federal law regarding discrimination. One such provision, in Montana law is Section 49-3-207, Montana Code Annotated, which states Non-Discrimination; "(e)very state or local contract or subcontract for construction of public buildings or for other public work or for goods or services must contain a provision that all hiring must be on the basis of merit and qualifications, and a provision that there may not be discrimination on the basis or race, color religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

9. Laws and Regulations. Each bidder is expected to be familiar with and abide by all laws of the federal, state and local governments regarding their obligations in bidding and performing public contracts.

12. Warranty. In order to guarantee the cost of repairs and minimize downtime for Cascade County, all bidders shall include with their bid a warranty that the road improvements will be accomplished in a workmanlike, professional manner.

13. Questions. Should any bidder have any questions about the specifications, or any provision or other information contained in the bidder's package, they may direct inquires, in writing, to Brian Clifton, Public Works Director , 279 Vaughn S. Frontage Rd, Great Falls, MT 59404. Any clarification information, or any changes made to any information in the bidder's package shall be provided to all potential bidders who have obtained a copy of the specifications from Cascade County.

CONTRACT

In consideration of the mutual promises and consideration set forth herein between _____ (Contractor) and Cascade County (County), a political subdivision of the State of Montana (County)

1.**Contract Purpose And Scope Of Contract Work:** The purpose of this contract is for the contractor to perform the work set forth in the Invitation for Bid, dated July 27, 2011, and in Contractor's bid, both of which are incorporated herein by reference.

2. Performance Standards: Except as otherwise expressly provided, the Contractor shall fully perform all Contract Work in a timely and good workmanlike manner and in accordance with this contract and prevailing industry standards and customs. The Contractor warrants to the County that all materials and equipment furnished under the Contract will be of good quality. Contractor shall exercises due care to avoid damage to County structures or utilities. Contractor will either repair any damage or reimburse the County, either through insurance or contractual offset.

3. Contract Time: Contractor shall fully complete the Contract Work by September 30, 2011. Time is of the essence. Thus, all terms, covenants, and conditions hereof shall be performed at or before the time specified herein. Contractor is liable to the County for unexcused delays beyond that date for liquidated damages in the amount $200 per day.

4. Contract Sum: $_____. Contract subject to availability of funds.

5. Contract Payment: As a condition precedent to final payment, the Contractor shall conduct a final inspection of the Contract Work with the Authorized Representative of the County. The County shall comply and participate with any reasonable request of the Contractor for final inspection.

Upon final inspection and receipt of the Contractor's application for payment, the County may withhold, pending mutual compromise or judicial resolution, payment of all or a portion of the Contract Sum, to the extent reasonably necessary to protect the County, if in the County's opinion the Contract Work was not done in a good and workmanlike manner. If the County withholds payment under this section, the County shall notify the Contractor of the withholding and the reason therefor no later than ten (10) after receipt of the application for payment. If the Contractor and the County cannot agree on a revised amount, the County shall pay the amount to which the County does not object.

The County shall have no obligation to pay or to see to the payment of money to a subcontractor or materialman except as may otherwise be required by law.

Acceptance of final payment by the Contractor shall constitute a waiver of all Contractor claims against the County except those previously made in writing and identified by the Contractor as unsettled prior to receipt of the final payment from the County.

6. Insurance: Prior to commencing work under this agreement, the Contractor shall purchase and maintain until final payment on all Contract Work such insurance as will protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable. If requested, Contractor will also provide proof of Contractor Registration and proof of compliance with worker compensation laws.

7. **Indemnification:** Contractor agrees to indemnify, protect, defend, and hold harmless the County, its agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the negligence or misconduct of its agents, employees, representative, assigns, and subcontractors under this agreement.

8. Montana Prevailing Wage Rate and Gross Receipts Tax: Contractor may be subject to the requirements of the Montana contractor's gross receipts tax, as defined and required by Mont. Code Ann. §§ 15-50-205 and 15-50-206. Contractor will pay Montana Davis Bacon wages.

9. Choice of Law and Venue: This Contract shall be construed under the laws of the State of Montana. Venue shall be the Eighth Judicial District, Cascade County, Montana.

10. Entire Agreement and Modification: This contract constitutes the entire understanding of the parties and supersedes any and all prior written or verbal representations between the parties. This agreement cannot be modified unless said modification is reduced to writing and executed by both parties.

11. Mutual Assent: The parties hereto mutually assent to the terms of this Contract and have signed this Contract on the day and year set forth below.

Contractor:

_____

STATE OF MONTANA)
:ss
County of _____)

This instrument was signed or acknowledged before me on this ___ day of _____, 2011, by _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

_____
Notary Public for the State of Montana
Residing at _____
My Commission expires:_____

(NOTARIAL SEAL)

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY , MONTANA

_____
Joe Briggs, Chairman

_____
Bill Salina, Commissioner

_____
Jane Weber, Commissioner

ATTEST

_____
Rina Ft. Moore, Clerk and Recorder

BIDDER'S SUBMISSION REQUIREMENTS

Sealed bids shall be submitted by each bidder. Sealed bids must be received by Cascade County no later than 1:00 o'clock p.m., August _9th__, 2011, which is the time of commencement of the meeting to open bids. Bidders are expected to abide by the following requirements.

Each bid and accompanying documents shall be submitted in a standard 8 1/2 x 12, or larger manila envelope. The manila envelope shall be sealed, and the following information shall be written or typed on the outside of the envelope: (1) the name, address, and telephone number of the bidder: (2) the words "Bid to Cascade County for chipseal work".

The following documents shall be included in the manila envelope, in the following order:

1. Bid Forms. The Bid Form shall be completely filled out and signed by an authorized agent of the bidding company.

2. Bid Bond. A bid bond must be enclosed and must be in the form as specified.