

NOTICE IS HEREBY GIVEN, that the Flathead County Economic Development Authority (FCEDA) will receive project bids for hauling and disposal of soil located at the former CHS Grain Elevator property located at 505 W Center St., Kalispell, MT 59901. **The full bid package is available at the following website:** www.flatheadcountyeda.com. Specifications may be obtained by contacting Jerry Meerkatz at 406-257-7711 ext. 4. Bids will be opened by the FCEDA Board on May 19, 2021 at 3:30 pm at 44 2nd Ave W, Kalispell, MT.

Bids will be accepted until 5:00pm on Monday, May 17, 2021. Bids are to be hand-delivered or mailed to: FCEDA c/o Jerry Meerkatz, 44 2nd Ave W, Kalispell, MT 59901.

All bids shall remain effective for a period of sixty (60) days from the date of opening. FCEDA reserves the right to consider or reject any and all bids, and further to waive any defects or irregularities. All bidders must use the bid form supplied with the specifications. A contract will be awarded to the lowest, best value, most responsible bidder and deemed to be in the best interest of FCEDA.

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

1.0 Project Introduction

1.1 Location

This project is located on the former CHS Grain Elevator property located at 505 W Center St., Kalispell, MT 59901.

1.2 Background

The property is currently developed with concrete grain elevators but is otherwise vacant.

This project includes the removal of stockpiled contaminated soil and proper disposal at the Flathead County Landfill.

1.3 Description

This project includes the hauling of approximately 400 cubic yards of contaminated soil to the Flathead County Landfill for disposal. The landfill opens for disposal on June 1, 2021, and disposal is to occur on that date or as soon after as feasible.

2.0 Project Requirements

2.1 General Requirements

The project will include:

- Montana prevailing wages – building
- Insurance requirements
 - \$1,000,000/\$2,000,000 General Liability (FCEDA to be named as additional insured)
 - \$1,000,000 for Automobile
 - Workers compensation coverage or an ICEC indicating the applicable work being performed

- Submission of a complete, signed W-9

2.2 Bidder's Submission Requirements

Bidders are expected to abide by the following requirements.

Each bid and accompanying documents shall be submitted in a standard 8 ½"x11", or larger manilla envelope. The 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 FCEDA for Grain Elevator Site Excavation".

The following documents shall be included in the envelope:

1. Cover letter. The cover letter shall contain at a minimum: company name, contact name, address, email address, and be signed by an authorized agent of the bidding company.
2. Completed Bid Form (see Section 3.1) or other document containing all required information and signature.
3. Proposal for project. Describe your company's approach in initiating and establishing the service that meets the needs and requirements of FCEDA. Provide a work schedule with beginning and ending times that meet the scope criteria.
4. Past Experience and Qualifications. Describe past experience relevant to this type of project and list any specific licenses or certifications held.
5. Other Factors.
 - a. Current contracts and ability to proceed promptly with this project.
 - b. Willingness to abide by FCEDA's needs and requirements with few or no objections or changes.
 - c. Relevant factors impacting the quality and value of service.
 - d. List and describe any litigation; arbitration; claims filed by your firm against any other jurisdiction as a result of a contract dispute; any contract or negligence claims filed against your company; premature termination from a services agreement within the last three years.

2.3 Contract and Award

1. Contract. The successful bidder will be expected to enter into a contract with FCEDA. However, FCEDA 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 sixty (60) days from the date of receipt. At some time during said sixty (60) day period, the successful bidder will be expected to enter into the contract and provide a performance security.
2. Waiver of irregularities and informalities. FCEDA reserves the right to waive any irregularity or informality in any bid. Further, FCEDA reserves the right to reject any and all bids for any reason.
3. Basis of Award. Shall be dependent on the lowest, best value, most responsible bidder, and deemed to be in the best interest of FCEDA. Consideration will be given, but is not limited to, bidder's cash flow, purchase price, delivery date, equipment service guarantees, parts and service availability, parts and service facilities locations, analysis and comparison of equipment specification details including past experience of FCEDA with projects and/or similar or related

equipment. Bids will be opened before the FCEDA Board and evaluated on May 19, 2021 at 10:00am and the successful bidder notified with reasonable promptness.

4. Warranty. No warranties apply to this phase.
5. This contract is subject to the Contractors 1% Gross Receipts Tax (CGR), and the successful bidder will be responsible for complying with required reporting and payments.
6. Prevailing wages and Montana Residents. Section 18-2-401(11)(a), MCA defines "public works contract" as "*...a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000..*" The instant solicitation is a public works contract for construction services and as such, Montana Resident preference and Prevailing Wage rates apply to this work and Contract issued as a result of such Solicitation.

The Contractor and all subcontractors at any level or tier of the Work shall give preference to the employment of bona fide Montana residents in the performance of the Work and shall pay the standard prevailing rate of wages, including fringe benefits for health and welfare and pension contributions and travel allowance provisions in effect and applicable to FCEDA or locality in which the work is being performed. (18-2-403, MCA) At least 50% of the workers, as defined by the Department of Labor & Industry (DOLI), must be bona fide Montana residents. (18-2-401, 18-2-402, MCA) The Commissioner of The Montana Department of Labor and Industry (DOLI) has established the standard prevailing rate of wages in accordance with 18-2-401 and 18-2-402, MCA. A copy of the Rates entitled "State of Montana, Prevailing Wage Rates" are available online at Montana DOLI website at Montana.gov. The Commissioner of the Montana DOLI has established the resident requirements in accordance with 18-2-409, MCA. The Contractor and all subcontractors at any level or tier of the Work shall direct any and all questions concerning prevailing wage and Montana resident issues for all aspects of the Work to DOLI. The Contractor and all subcontractors at any tier or level of the Work, and as determined by the Montana DOLI, shall classify all workers in the project in accordance with the State of Montana, Prevailing Wage Rates. In the event the Contractor is unable to classify a worker in accordance with these rates he shall contact DOLI for a determination of the classification and the prevailing wage rate to be paid. The Contractor and all subcontractors at any tier or level of the Work shall be responsible for obtaining wage rates for all workers prior to their performing any work on the project. The Contractor is required to pay and ensure that its subcontractors at any tier or level and others also pay the prevailing wage determined by the DOLI, insofar as required by Title 18 of the MCA and the pertinent rules and standards of DOLI. It is not the responsibility of FCEDA to determine who classifies as a subcontractor, sub-subcontractor, material man, supplier, or any other person involved in any aspect of the Work at any tier or level. All such determinations shall be the sole responsibility of the Contractor, subcontractors, sub-subcontractors, material men, suppliers and others involved in the project at any tier or level. The Contractor, subcontractors, sub-subcontractors, material men, suppliers and others involved in the project shall indemnify and hold harmless FCEDA from all claims, attorneys' fees, damages and/or awards involving prevailing wage or Montana resident issues. Any changes to wages or penalties for failure to pay the correct wages will be the sole responsibility of the Contractor and/or his subcontractors and no further charges or claims shall be made to FCEDA. If the parties mutually agree or an arbitrator or court determines that any change in wages is due and any part is attributable to FCEDA, FCEDA's sole liability shall be for the amount of wages ordered only and not for other expenses, charges, penalties, overhead, profit or other mark-ups. In accordance with 18-2-422(1) MCA, each job classification's standard prevailing wage rate, including fringe benefits, that the contractors and

employers shall pay during construction of the project is included herein by both reference to DOLI's "Building" or "Heavy/Highway" Construction schedules and as part of these Contract Documents.

The Contractor and every employer, including all subcontractors at any tier or level, is required by 18-2-422(2) MCA to maintain payroll records in a manner readily capable of being certified for submission under 18-2-423 MCA, for a period of not less than 3 years after the contractor's, subcontractor's, or employer's completion of work on the project or the Final Acceptance by FCEDA, whichever is later. Each contractor is required by 18-2-422(3) MCA to post in a visible and accessible location a statement of all wages and fringe benefits in compliance with 18-2-423.

3.0 ATTACHMENTS

3.1 Bid Form

The Undersigned Bidder hereby covenants and agrees to provide for project tasks as outlined in the Request for Bid, at the former Grain Elevator site located at 505 W Center St., Kalispell, MT 59901.

The bidder understands that this bid is effective for sixty (60) days from the date of opening. All lines on the Bid Form must be completed.

COMPLETE PROJECT BID:

\$ _____

Bidder's Name _____

Bidder's Address _____

Bidder's Phone No. _____

I have read and understood the Bidder's Package and scope of this project.

Signature

3.2 Agreement

THIS AGREEMENT is made this _____ day of _____, 2021, by and between FCEDA, and _____, hereinafter referred to as the Contractor and is meant to describe the terms and conditions for Tasks _____ as provided in the RFB and abbreviated below:

Project tasks:

- 1) Hauling of contaminated soil to Flathead County Landfill for proper disposal.

This will be considered a "turn key" proposal in which the successful bidder is responsible for all phases of the project including but not limited to utility location, obtaining any required permits, and completing the work. The work must be completed no later than June 2021. The work will take place at the former CHS Grain Elevator site located at 505 W Center St., Kalispell, MT 59901.

THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. Item Purchased. Removal, hauling, and proper disposal of soil per the bid documents to take place at the former CHS Grain Elevator site located at 505 W Center St., Kalispell, MT 59901.

\$_____.

2. Payment Terms. FCEDA shall make one lump sum payment at the completion of all work.

3. Delivery Date. The Contractor shall complete the entire scope of work as outlined to the satisfaction of FCEDA no later than June 2021.

4. Contract Performance Security. The contract performance security must be provided by the Contractor in one of the following forms, within ten (10) working days from the notice of Bid Award. ONLY THE FOLLOWING TYPES OF SECURITY ARE ACCEPTABLE, AND MUST BE IN ORIGINAL FORM. FACSIMILE, ELECTRONIC, OR PHOTOCOPIES ARE NOT ACCEPTABLE. Personal or business checks are not acceptable.

- A sufficient bond from a surety company licensed in Montana with a Best's rating of no less than B++ and supplied on FCEDA of Montana's designated form entitled "Contract Performance Bond," found at <http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx>; or
- Lawful money of the United States; or
- An irrevocable letter of credit from a single financial institution and supplied on FCEDA of Montana's designated form entitled "Irrevocable Letter of Credit," found at <http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx>; or
- A cashier's check, certified check, bank money order, bank draft, certificate of deposit, or money market certificate drawn, or issued by a federally or state-chartered bank or savings, and loan association that is insured by, or for which insurance is administered by the FDIC, or that is drawn and issued by a credit union insured by the National Credit Union Share Insurance Fund. Certificates of deposit or money market certificates will not be accepted as security for bid, proposal, or contract security unless the certificates are

assigned only to FCEDA. All interest income from these certificates must accrue only to the Contractor and not FCEDA.

The contract performance security must remain in effect until the end of the warranty period. The contract performance security in the form of a _____ has been provided to the following address: Flathead County Economic Development Authority, c/o: Jerry Meerkatz, CEO, 44 2nd Ave W, Kalispell, MT 59901.

5. Contract Documents. The parties understand and agree that there are various documents which are an integral part of this contract, and by this reference are fully incorporated herein: to include all the documents which are part of the Bidder's Package. This agreement cannot be modified unless said modification is reduced to writing and executed by both parties.

6. Prevailing Wage Requirements. Section 18-2-401(11)(a), MCA defines "public works contract" as "...a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000..." As a public works contract, Montana Resident preference and Prevailing Wage rates apply to this work and Contract.

The Contractor and all subcontractors at any level or tier of the Work shall give preference to the employment of bona fide Montana residents in the performance of the Work and shall pay the standard prevailing rate of wages, including fringe benefits for health and welfare and pension contributions and travel allowance provisions in effect and applicable to FCEDA or locality in which the work is being performed. (18-2-403, MCA)

At least 50% of the workers, as defined by the Department of Labor & Industry (DOLI), must be bona fide Montana residents. (18-2-401, 18-2-402, MCA)

The Commissioner of The Montana Department of Labor and Industry (DOLI) has established the standard prevailing rate of wages in accordance with 18-2-401 and 18-2-402, MCA. A copy of the Rates entitled "State of Montana, Prevailing Wage Rates" are available online at Montana DOLI website at Montana.gov. The Commissioner of the Montana DOLI has established the resident requirements in accordance with 18-2-409, MCA. The Contractor and all subcontractors at any level or tier of the Work shall direct any and all questions concerning prevailing wage and Montana resident issues for all aspects of the Work to DOLI.

The Contractor and all subcontractors at any tier or level of the Work, and as determined by the Montana DOLI, shall classify all workers in the project in accordance with the State of Montana, Prevailing Wage Rates. In the event the Contractor is unable to classify a worker in accordance with these rates he shall contact DOLI for a determination of the classification and the prevailing wage rate to be paid.

The Contractor and all subcontractors at any tier or level of the Work shall be responsible for obtaining wage rates for all workers prior to their performing any work on the project. The Contractor is required to pay and ensure that its subcontractors at any tier or level and others

also pay the prevailing wage determined by the DOLI, insofar as required by Title 18 of the MCA and the pertinent rules and standards of DOLI.

It is not the responsibility of FCEDA to determine who classifies as a subcontractor, sub-subcontractor, material man, supplier, or any other person involved in any aspect of the Work at any tier or level. All such determinations shall be the sole responsibility of the Contractor, subcontractors, sub-subcontractors, material men, suppliers and others involved in the project at any tier or level. The Contractor, subcontractors, sub-subcontractors, material men, suppliers and others involved in the project shall indemnify and hold harmless FCEDA from all claims, attorneys' fees, damages and/or awards involving prevailing wage or Montana resident issues. Any changes to wages or penalties for failure to pay the correct wages will be the sole responsibility of the Contractor and/or his subcontractors and no further charges or claims shall be made to FCEDA. If the parties mutually agree or an arbitrator or court determines that any change in wages is due and any part is attributable to FCEDA, FCEDA's sole liability shall be for the amount of wages ordered only and not for other expenses, charges, penalties, overhead, profit or other mark-ups.

In accordance with 18-2-422(1) MCA, each job classification's standard prevailing wage rate, including fringe benefits, that the contractors and employers shall pay during construction of the project is included herein by both reference to DOLI's "Building" or "Heavy/Highway" Construction schedules and as part of these Contract Documents.

The Contractor and every employer, including all subcontractors at any tier or level, is required by 18-2-422(2) MCA to maintain payroll records in a manner readily capable of being certified for submission under 18-2-423 MCA, for a period of not less than 3 years after the contractor's, subcontractor's, or employer's completion of work on the project or the Final Acceptance by FCEDA, whichever is later.

Each contractor is required by 18-2-422(3) MCA to post in a visible and accessible location a statement of all wages and fringe benefits in compliance with 18-2-423.

7. Termination: If Contractor fails to comply with any of the provisions contained herein, FCEDA may declare a breach of contract and shall give written notice of such breach to Contractor. If Contractor fails to remedy such breach within thirty (30) days after said notice, FCEDA may terminate this contract and seek any relief available under Montana Law.

8. Waiver: Failure of either party to enforce any of the provisions herein shall in no way be construed to be a waiver of such provisions. Such failure shall not in any way affect the right of either party to thereafter enforce each and every provision of the contract. No waiver of any breach of any provision of this contract shall constitute a waiver of any other subsequent breach of any provision of this contract.

9. Insurance. Project work shall be at the former CHS Agronomy Center, 55 4th Ave EN, Kalispell, Montana, 59901. The Contractor shall be responsible for providing a certificate of liability insurance naming FCEDA as additional insured with the minimum coverage of \$1,000,000 for each occurrence and \$2,000,000 general aggregate. The contractor is responsible for any damage to surrounding facilities, utilities, appurtenances, equipment, and the like.

10. Venue for Disputes. Should any dispute arise regarding this contract, proper venue shall be in the District Court of the 11th Judicial District, in and for Flathead County, MT.

11. Binding Effect. This contract shall bind and inure to the benefit of the heirs, successors, and assigns of the parties.

Dated this _____ day of _____, 2021.

CONTRACTOR: _____
Successful Bidder Signature

FCEDA: _____ Jerry Meerkatz, President/CEO