

**GALLATIN COUNTY
INVITATION FOR COMPETITIVE SEALED BIDS**

INTRODUCTION

TO ALL INTERESTED VENDORS: Gallatin County is inviting competitive sealed bids from Vendors to provide work, services and/or goods described in accordance with the specifications on **Exhibit "A"** attached and incorporated by reference.

DELIVERY DEADLINE & INSTRUCTIONS

DELIVERED NO LATER THAN 4:00 P.M., MOUNTAIN TIME, "August 15, 2024", in a sealed box or envelope with company name shown clearly on the outside and addressed to:

COMPETITIVE SEALED BID
GRINDING/HAULING WOOD WASTE

Gallatin County Clerk and Recorder
311 West Main St, Room 203
Bozeman, MT 59715

BIDS THAT ARE UNSIGNED OR SUBMITTED BEYOND THE DEADLINE
SHALL NOT BE CONSIDERED AND MAY BE REJECTED.

CONTACT INFORMATION

Requests for additional information or clarification, contact:

Jim Simon – Solid Waste Director

Jim.simon@gallatin.mt.gov

AMENDMENTS TO REQUEST FOR BID

Any questions related to this Request for Competitive Sealed Bids "CSB" must be emailed to the contact listed above prior to (5:00 P.M., August 2, 2024). Responses to these questions will be issued via addendums and posted on the Gallatin Solid Waste website: "<https://gallatinsolidwaste.org>"

BID OPENING

Sealed bids will be opened at Gallatin County Clerk & Recorder, 311 W. Main Street, Room 203, Bozeman, MT 59715 at **4:00 P.M., on August 15, 2024**, or upon reasonable notice to the Vendors.

BID FORM & CONTENTS

Deliver one (1) signed original, plus one (1) copy prepared as follows:

<u>Document</u>	<u>Minimum Information</u>
1. Cover Letter:	Profile, name, address, location, phone number, email address, contact persons, experience & expertise.
2. Binding Offer (signed):	Signing this bid document is a legally binding offer and that the person signing the bid has the authority to bind the company.
3. License:	Copy of License, Business Certificate.
4. Insurance:	Copy of certificate of insurance.
5. References:	3-references min. w/ contact info, photos, drawings, or description of similar projects completed.
6. Warranty:	Provide warranty terms & conditions.
7. Bid Bond:	If required, supply an original bid bond equal to 10% of total contract price.
8. Exhibit B:	Complete and attach as page 2 of your submittal.

SELECTION PROCESS

Gallatin County has adopted the Montana State Procurement Act, [Title 18, chapter 4](#), that shall control this request for “competitive sealed bidding” made pursuant to [§ 18-4-303, MCA](#).

- Evaluation.** The Chief Operations Officer will evaluate all conforming bids for the most “responsible and responsive bidder whose bid meets the requirements and criteria set for in the invitation for bids including the [residence] preferences established by [Title 18, chapter 1, part 1](#)”, [§ 18-4-303\(8\), MCA](#).
- Rejection.** Gallatin County expressly reserves the right, in its sole judgment, to accept or reject any or all bids, with or without cause, and to waive any defects and to allow modifications and supplementation of bids that are submitted within the deadline.
- Review.** The conforming bids will be reviewed as follows:

<u>Criteria</u>	<u>Percent</u>
Total Cost	100%

Procurement Timeline

Advertise:	<u>July 13 and 20, 2024</u>
Pre-bid meeting:	<u>N/A</u>
Bid question deadline:	<u>August 2, 2024, 5:00 P.M.</u>
Bids due:	<u>August 15, 2024, 4:00 P.M</u>
Bid Opening:	<u>August 15, 2024, 4:00 P.M</u>

BINDING OFFER

VENDOR'S BID CONSTITUTES A VALID LEGAL OFFER FOR 180 DAYS. VENDOR'S BID SHALL NOT BE WITHDRAWN WITHOUT THE CONSENT OF GALLATIN COUNTY. Negligence, errors, mistakes, or omissions in preparing the bid, information, documentation, costs, or calculations shall confer no right of withdrawal after the submission deadline. Vendor bears all costs of preparing the bid and any subsequent presentation or participation in the selection process.

MISTAKES ERRORS & OMISSIONS

Vendor shall disclose errors in costs, calculations or information "mistakes" in the bid submitted as well as in any related contracts, agreements, estimates, change orders or other documents. In the event that County accepts any bid, related contracts, agreements, estimates, change order or other documents containing mistakes the **vendor shall be obligated to correct mistakes that are adverse to the County and shall have no right to enforce such mistakes against the County, except mistakes that work in favor of the County shall be binding on the vendor.**

CONTRACT FORM

Vendor agrees to accept & execute the attached county work & services agreement that will be issued subject to minor, non-substantive modifications or changes only. Gallatin County reserves the right to require the vendor to execute such further documents, contracts, agreements, or forms as may be reasonably necessary to express the intentions of the parties, or which may be recommended by the County Attorney's office.

COUNTY RESERVATION OF RIGHTS

SUBMISSION OF A BID CONFERS NO RIGHTS UPON ANY VENDOR AND SHALL NOT OBLIGATE GALLATIN COUNTY IN ANY MANNER WHATSOEVER. GALLATIN COUNTY RESERVES THE RIGHT TO MAKE NO AWARD AND TO SOLICIT ADDITIONAL BIDS AT A LATER DATE.

This Request for Competitive Sealed Bids may be canceled or any or all bids may be rejected in whole or in part, as specified herein, when it is in the best interests of Gallatin County, and such reasons will be stated in the contract file, § 18-4-307, MCA.

NOTICE OF AWARD

In the event an award is granted, then the contract file shall contain the basis of the award that shall be to the responsible and responsive Vendor whose bid best meets the evaluation criteria and the resident bidder preference of § 18-1-102, MCA.

Gallatin County shall provide written notice to the vendor that is selected based on this RFB. If no vendor is selected, then a notice of no award shall issue. Gallatin County shall not be bound unless and until the County Commissioners accept the Bid by Resolution after a duly

noticed public hearing, and the same has been executed, recorded by the Clerk & Recorder of Gallatin County, and returned to the vendor.

REMEDIES & REMOVAL

Vendors are advised that the Montana State Procurement Act provides exclusive remedies for Vendors, bidders, contractors or aggrieved parties, § 18-4-242, MCA. Transfer and assignment of contracts without authority and collusion or secret agreements between vendors for the purpose of securing any advantage is strictly prohibited, and any person who violates such provisions may be held criminally liable for misdemeanor with civil penalties from \$500 to \$5,000, § 18-4-141, MCA. In addition to these remedies [and other recourse provided in this invitation and at law or equity] Vendors may be suspended or removed as provided in § 18-4-241, MCA.

Exhibit 'A'
STATEMENT OF WORK

**Grinding/Hauling of Green/Clean Wood Waste at the
Bozeman Convenience Site, Logan Landfill, and West Yellowstone Compost Facility**

Gallatin County is requesting a sealed bid for a three (3) year contract for the in-line or tub grinding of green/clean loose wood waste currently being collected and stockpiled at the Bozeman Convenience Site (BCS), Logan Landfill (LLF) and at the West Yellowstone Compost Facility.

Specifications of Bid:

1. Provide an output cost per yard and mobilization cost for grinding/processing of wood waste stockpiled at the Bozeman Convenience Site (BCS). The processed wood waste chips at the BCS shall be a minimum of 6-inch minus in size. The wood waste will be processed and directly loaded into chip trucks at the BCS wood waste collection area and hauled to the Logan Landfill. The truck volume will be measured for output cubic yards per truck load with each load weighed at the Logan Landfill Scale. The load counts and cubic yards will be submitted and reviewed for accuracy upon completion of grinding and hauling at the facility.
2. Provide an output cost per yard and mobilization cost for the grinding/processing of wood waste stockpiled at the Logan Landfill. The processed wood waste chips at the Logan Landfill (LLF) shall be 6-inch minus in size. The wood waste will be processed and stockpiled in the wood waste collection area. The processed wood chips will be measured for output cubic yards and will be submitted and reviewed upon completion of grinding at the landfill.
3. Provide an output cost per yard and mobilization cost for grinding/processing of wood waste stockpiled at the West Yellowstone Compost Facility. The processed wood waste chips at the Compost Facility shall be 6-inch minus inches in size. The wood waste will be processed and stockpiled in the wood waste collection area. The processed wood chips will be measured for output cubic yards and will be submitted and reviewed upon completion of grinding at the facility.
4. The District requires the contractor is available to process the collected wood waste stockpiles at the BCS and Logan Landfill at a minimum of two separate times a year for each location. Typically, once at each location in the late spring and once at each location in the late summer/fall months. However, the District may request additional processing due to storage and environmental concerns at both the BCS and Logan Landfill. Wood Waste collected at the West Yellowstone Compost Facility will be processed a minimum of once per year, typically in the fall of each year. Depending on the volume of wood waste on site, the processing of wood waste at the transfer station facility may extend to once every two years.
5. Describe all details, including performance guarantees, equipment types, measurement calculations, safety policies, insurance, and billing information. Please provide costs **per site** for mobilization, output cubic yards, fuel surcharges, hauling costs, and any additional information associated with grinding, maintenance, equipment, and operational costs. Include additional information/costs and attach with Exhibit B.

Exhibit 'B'

Complete and include as page two (2) of your submittal

Acknowledge Addendums

1. _____
2. _____

3. _____
4. _____

Bid Bond Attached to Exhibit 'B' (yes) _____

Total contract price: \$ _____
supplemental pricing detail is required, attach and include with Exhibit 'B'

Agree to comply with contract insurance request (yes/no) _____

Bond requirements:

Bid Bond (yes/no) _____

Performance Bond (yes/no) _____

Payment Bond (yes/no) _____

Acknowledge terms and conditions of contract (yes/no) _____

AGREEMENT TO TERMS & CONDITIONS

THE UNDERSIGNED IS DULY AUTHORIZED TO BIND THE COMPANY NAMED BELOW AND HEREBY AGREES TO ALL THE TERMS AND CONDITIONS IN THE FOREGOING REQUEST FOR PROPOSALS

Company Name

Signature

Date

Exhibit 'B'

Supplemental Pricing Per Facility

Bozeman Convenience Site (BCS):

- Mobilization Costs: _____
- Cost/Output Cubic Yards: _____
- Fuel Surcharges: _____
- Hauling Cost/Truck Load: _____

Logan Landfill (LLF):

- Mobilization Costs: _____
- Cost/Output Cubic Yards: _____
- Fuel Surcharges: _____

West Yellowstone Compost Facility:

- Mobilization Costs: _____
- Cost/Output Cubic Yards: _____
- Fuel Surcharges: _____

AGREEMENT FOR CONSTRUCTION SERVICES

Between _____ and Gallatin County, Montana

This Agreement for Construction Services (“Agreement”) is entered into this ____ day of _____, 20____, by and between the Parties identified below in exchange for valuable consideration and the terms contained herein, as follows:

1. PARTIES

COUNTY: Gallatin County, _____, Bozeman, Montana 59715, which has the need for and the authority to contract for materials, work and services and desires to have the CONTRACTOR perform such materials, work, and services as specified in the Statement of Work.

CONTRACTOR: [Name, Address, City, State, Zip]: _____

_____ which is authorized to do business in the State of Montana, where the undersigned has authority to enter into this Agreement on CONTRACTOR’S behalf. CONTRACTOR represents it is qualified to provide materials and perform such work and services in a safe and efficient manner to the COUNTY.

2. STATEMENT OF WORK. CONTRACTOR shall provide all materials and perform all work and services to complete the project as described in the Statement of Work attached as Exhibit A, which exhibit is incorporated herein and made a part of this Agreement by this reference (the “Services”). The County may, by written change order, request changes within the general scope of this Agreement and the schedule, specifications, or quantity of work to be performed hereunder. CONTRACTOR shall be entitled to a reasonable period of time to perform or provide said changes as agreed to through such change order.

3. Term. CONTRACTOR shall commence the Services no later than _____ and complete the Services no later than _____. CONTRACTOR shall perform the Services and all obligations and requirements of this Agreement without delay, time being of the essence. Per § 18-2-312, Montana Code Annotated (MCA), CONTRACTOR will be allowed an extension of time beyond the completion date only for delays caused by accident or casualty produced by physical cause which is not preventable by human foresight, i.e., any of the misadventures termed an “act of God”.

4. COMPENSATION. COUNTY agrees to pay CONTRACTOR \$ _____. CONTRACTOR agrees that the Services shall be provided for this amount. The amount charged or paid under this Agreement shall not exceed the agreed amount, except for change of work orders that shall be considered additional work and shall be agreed to in writing prior to commencement of the additional work.

5. PAYMENT SCHEDULE. Payment requests must be submitted to the COUNTY’S contract representative as identified in Paragraph 6. CONTRACTOR shall submit monthly progress payment requests and final payment requests to the County within 30 days following completion of the work for which payment is requested. Payment requests shall include a billing statement specifically detailing all materials, work and services set forth in the Statement of Work that have been completed or supplied and all expenses incurred. Expense receipts shall accompany the payment request. All payment requests also must be accompanied by a lien waiver from CONTRACTOR and from CONTRACTOR’S laborers, mechanics, material suppliers, and subcontractors that provided materials, work, and/or services to CONTRACTOR in relation to said payment request. Upon receipt of CONTRACTOR’S written

payment request, the COUNTY will assess the work and materials and approve the payment request or provide CONTRACTOR with a written statement detailing items not approved by the COUNTY and the reason for disapproval. The COUNTY may only disapprove the payment request or a portion thereof based upon: (i) unsatisfactory job progress; (ii) failure to remedy defective construction work or materials; (iii) disputed work or materials; (iv) failure to comply with material provisions of the Agreement or accompanying documents, including but not limited to payroll certifications, lien releases, warranties, material certifications, and test data; (v) failure of CONTRACTOR to make timely payment for claims, including but not limited to claims for labor, equipment, materials, subcontracts, taxes, fees, professional services, rent, and royalties; (vi) damage to the COUNTY; or (vii) the existence of reasonable evidence that the Agreement cannot be completed for the unpaid balance of the contract sum. If the COUNTY does not provide such written statement to the CONTRACTOR within 21 days of receipt of a payment request, the payment request will be considered approved. COUNTY shall make payment within 7 days after CONTRACTOR'S payment request is approved. For contracts for the construction of a building, the COUNTY shall issue final acceptance and final payment in accordance with § 18-2-306, MCA.

6. CONTRACT REPRESENTATIVES. CONTRACTOR names _____ or their designee as contact person who shall act as the liaison between the COUNTY and the CONTRACTOR and respond to requests from the COUNTY in writing promptly to prevent unreasonable delay in the progress of the Statement of Work and Payment Schedule. COUNTY names _____ or their designee as contact person who shall act as a liaison between the COUNTY and the CONTRACTOR and respond to requests from the CONTRACTOR in writing promptly to prevent unreasonable delay in the progress of the Statement of Work and Payment Schedule.

7. PUBLIC ACCESS TO INFORMATION. CONTRACTOR acknowledges the COUNTY is a local government unit and its records are public and subject to disclosure under Montana law. Certain information may be protected from disclosure. Protected information includes information concerning an individual privacy interest, protected health information, legitimate trade secrets, constitutionally protected proprietary information, and certain information related to individual or public safety. The Parties agree to confer prior to disclosure of information relating to this Agreement that may include protected information.

8. OWNERSHIP AND PUBLICATION OF MATERIALS. CONTRACTOR acknowledges that all documents, information, data records, maps, drawings, and other materials produced or acquired by CONTRACTOR as part of this Agreement are the property of the COUNTY, which has the exclusive and unrestricted authority to release, publish, or otherwise use, in whole or in part, information relating thereto. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the County.

9. DEFAULT, REMEDIES and TERMINATION. The Parties agree each term and condition contained in this Agreement is material and of the essence. This Agreement may be terminated by either party should the other party fail to perform in accordance with any term or condition of this Agreement and immediately after such party has failed to cure within ten (10) calendar days after the date of written notice. The COUNTY may also terminate without cause upon written notice. Should this Agreement terminate for any reason, payment to the CONTRACTOR shall be made on the basis of completed and accepted materials and services performed up to the date of termination and billed to the COUNTY as provided in Paragraph 5 (Payment Schedule) within 30 days of termination.

10. CONTRACTOR ADDITIONAL OBLIGATIONS. CONTRACTOR agrees to comply with the following additional obligations: (a) provide all labor, materials, equipment, supplies and incidentals necessary to perform and complete the Services; (b) prepare and present such information as may be pertinent and necessary for the COUNTY to pass critical judgment on the quality of the Services; (c) perform the Services in accordance with generally accepted commercial or accepted industry standards regarding similar type work or services; (d) perform all professional services in connection with the Statement of Work at a standard of similarly situated professionals in the United States, meeting all building code requirements and to the full satisfaction of the COUNTY; (e) maintain appropriate safety standards and keep all areas of work and adjacent areas free from foreseeable risks of harm and dangers; (f) immediately inform the COUNTY of the presence of any hazardous condition or waste or other toxic substance identified in relation to or while performing this Agreement ; (g) allow the COUNTY upon reasonable notice and at reasonable times the right to review, inspect and examine CONTRACTOR'S place of work and all records pertaining to this Agreement; and (h) provide no less than a one-year warranty for all work and materials. Further, CONTRACTOR agrees that if it utilizes any COUNTY property to perform the Services with or without the permission of the COUNTY, CONTRACTOR does so at its own risk and will defend, indemnify, and hold COUNTY harmless in relation to such use as set forth herein.

11. RECORDS. CONTRACTOR shall maintain sufficient records incident to the performance of this Agreement to enable the COUNTY to document the performance of the Agreement. CONTRACTOR shall allow access to those records by the COUNTY, any independent auditor employed by the COUNTY, and to representatives of the state or federal government as required by law. Records shall be retained for at least three years after completion of the Agreement.

12. LAWS AND REGULATIONS. In performance of its obligations herein, CONTRACTOR, its agents, and subcontractors shall comply with all applicable federal, state and local laws, rules and regulations. If during the term of this Agreement new laws or regulations become applicable, CONTRACTOR shall also comply with them without notice from the COUNTY. CONTRACTOR specifically acknowledges the following provisions of law and its responsibility to abide by the same if such provisions are applicable:

- (a) Montana Labor Preference (§ 18-2-403(1), MCA). For those contracts that exceed \$25,000 and the work performed is defined as “public works” pursuant to Section 18-2-401, MCA, CONTRACTOR shall give preference to the employment of bona fide Montana residence in the performance of this Agreement.
- (b) Prevailing Wage Rates (§ 18-2-403(2), (4), MCA). For those contracts that exceed \$25,000 and the work performed is defined as “public works” pursuant to Section 18-2-401, MCA, CONTRACTOR must pay the standard prevailing wage rates, fringe benefits, pension contributions and travel allowances in effect and applicable to Gallatin County, Montana. The current standard prevailing wage rates published by the Montana Department of Labor and Industry for job classifications necessary to complete the Statement of Work are incorporated by reference into this Agreement. Contractor shall maintain payroll records in a manner readily capable of being certified for submission under § 18-2-423, MCA, for not less than 3 years after completion of the Agreement and post a statement of wages and fringe benefits in compliance with § 18-2-423, MCA. If any contract exceeds 30 months, the prevailing wage must be increased 3% after the first 12 months and every 12 months thereafter. Questions regarding the requirements of this section should be directed to the Montana Department of Labor and Industry, Labor Standards Bureau.

- (c) Registration and Withholding. CONTRACTOR shall register with the Montana Department of Labor and Industry as required in accordance with Title 39, Chapter 9, MCA, and comply with Title 15, Chapter 50, MCA. CONTRACTOR shall withhold and forward gross contract receipts to the State of Montana.
- (d) Equal Opportunity (§ 49-3-207, MCA). CONTRACTOR agrees that, in the performance of this Agreement, all hiring will be on the basis of merit and qualifications and CONTRACTOR will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
- (e) Subcontractor Payments (§ 18-2-2101, MCA, et seq.). For all construction contracts as defined at § 28-2-2101, MCA, CONTRACTOR shall pay its subcontractors in accordance with the provisions of Title 18, Chapter 2, Part 21, MCA ("Payment of Construction Contractors and Subcontractors).
- (f) Safety. CONTRACTOR, on behalf of itself and COUNTY, assumes sole responsibility for initiating, maintaining and supervising all health and safety precautions and programs for all employees, subcontractors, and consultants in connection with the performance of this Agreement. CONTRACTOR shall ensure that its employees, consultants, and subcontractors are adequately and appropriately trained pursuant to the Montana Safety Culture Act, Title 39, Chapter 71, Part 15, MCA. CONTRACTOR shall also comply with the safety rules, codes, and provisions for occupational health and safety under Title 50, Chapter 71, MCA.
- (g) Professions and Occupations. CONTRACTOR shall ensure all work and services undertaken for the COUNTY meet the requirements of Title 37, MCA. All work and services undertaken by licensed professionals, such as surveyors, architects and engineers, shall be completed, signed, and stamped by the licensed professionals.

13. LIENS. CONTRACTOR shall pay all valid bills and charges for material, services, and labor incurred by it and arising out of the Statement of Work and will hold COUNTY free and harmless against all liens and claims of liens for services, labor and materials. CONTRACTOR shall provide the COUNTY, as requested, the identity of CONTRACTOR'S laborers, mechanics, material suppliers, consultants and subcontractors.

14. WAIVER AND INDEMNIFICATION. To the fullest extent allowable by law, CONTRACTOR waives any and all claims and recourse against COUNTY and its officers, agents and employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement, except claims arising from the intentional misconduct, recklessness, or negligence of the COUNTY or its officers, agents or employees.

To the fullest extent allowable by law, CONTRACTOR will indemnify, hold harmless, and defend the COUNTY and its officers, agents, and employees against any claim, damage, liability, loss, expense, fee, action or charge (including liability where activity is inherently or intrinsically dangerous), including attorney's fees (including fees of the County Attorney) arising out of CONTRACTOR'S acts, errors, omissions, or negligence or from CONTRACTOR'S failure to comply with the requirements of this Agreement or with any applicable law relevant to the performance of this Agreement. In the event of an action filed against COUNTY resulting from CONTRACTOR'S performance under this Agreement, COUNTY may elect to represent itself and incur all costs and expenses of suit.

15. INSURANCE. CONTRACTOR shall carry Commercial General Liability insurance of no less than \$1,500,000.00 for each occurrence and Automobile Liability in the amount of \$1,500,000.00 combined single limit. If CONTRACTOR is an architect or engineer or performing other professional services, it shall carry Professional Liability or Errors and Omissions coverage in the amount of \$1,500,000.00. CONTRACTOR shall disclose insurance provisions of its policies related to toxic substances or waste. COUNTY may require an additional policy covering toxic substances or waste. The COUNTY shall be named as an additional insured for ongoing operations and completed operations using the most current ISO endorsement. All insurance policies shall be primary and noncontributory and shall be maintained for a period of time equal to the warranty period required by this Agreement, or for a period of one (1) year after completion of the Services, whichever is longer. CONTRACTOR shall require all consultants and subcontractors to meet the same insurance coverage. Certificates of Insurance evidencing Gallatin County as additional insured and endorsement thereof must be supplied with the signed return of this Agreement. Such certificate shall require no less than fifteen (15) days notice of cancellation to COUNTY. CONTRACTOR shall put the COUNTY on immediate notice of any changes or cancellation in coverage. Insurance shall be purchased from companies licensed to do business in Montana (with an "A" rated or better classification).

16. INDEPENDENT CONTRACTOR. CONTRACTOR, its laborers, mechanics, consultants and subcontractors, are at all times considered independent contractors engaged in an independently established business or profession and rendering work and services in the course of such business as an independent contractor. CONTRACTOR will perform and provide the Services free from the supervision, direction, and control of the COUNTY, except to specify the time and place of performance. CONTRACTOR shall not be entitled to workers' compensation or other benefits of employment with the COUNTY. The COUNTY is not responsible for the provision, security, or protection of CONTRACTOR's supplies or equipment. CONTRACTOR shall be responsible for payment of all taxes arising out of the CONTRACTOR's activities provided under this Agreement, including, but not limited to, federal and state income tax, social security tax, unemployment insurance tax, and all other taxes and fees as may be required by law.

17. WORKERS COMPENSATION. As an independent contractor, CONTRACTOR must provide Workers' Compensation for all employees in the amount required by Montana law. CONTRACTOR shall supply a Certificate of Insurance showing compliance with Montana Workers' Compensation law or an Independent Contractor Exemption Certificate demonstrating exemption therefrom to the COUNTY with the signed return of this Agreement. CONTRACTOR shall promptly notify the COUNTY of any change in the status of CONTRACTOR's workers' compensation insurance coverage or Independent Contractor Exemption Certificate. If CONTRACTOR has employees, CONTRACTOR also must be registered as a construction contractor with the Montana Department of Labor and provide proof of registration to the COUNTY with the signed return of this Agreement.

18. PAYMENT AND PERFORMANCE BONDS. CONTRACTOR is required to post the following bonds in an amount no less than the sum of the contract price (check applicable boxes): Performance Bond Payment Bond No Bonds. Bond documents must be delivered to the County with the signed return of this Agreement. **Performance bonds and Payment Bonds are required for all building and construction projects, as defined in § 18-2-101, MCA, that cost equal to or greater than \$150,000.** When a Performance Bond is required, such bond shall guarantee CONTRACTOR's faithful performance of all of the provisions of this Agreement. When a Payment Bond is required, such bond shall guarantee CONTRACTOR'S payment of all laborers, mechanics, subcontractors, material suppliers, and all persons who supply CONTRACTOR or its subcontractors with provisions, provender,

material or supplies for performing this Agreement. Bonds must be issued by a surety company licensed in the State of Montana. Bonds shall be in an amount equal to the full contract price agreed to be paid for the work or improvement and must be made to the COUNTY

19. ATTORNEY'S FEES. If it is necessary for either party to bring an action to enforce the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees to be set by the appropriate court, including fees of the Gallatin County Attorney.

20. VENUE. An action to enforce this Agreement shall be brought in the Montana Eighteenth Judicial District Court of Montana.

21. NOTICE. All notices and certifications made pursuant to this Agreement shall be delivered to the addresses in Paragraph 1 above by certified mail or personal delivery in care of the party's representative named above at Paragraph 6. A party shall give the other prompt notice of any change in address

22. INTERPRETATION. This Agreement shall be governed and interpreted according to the laws of the State of Montana. Section headings are for convenience only and are not intended to define or limit any provisions of this Agreement. The provisions of this Agreement are independent and severable, and the invalidity, partial invalidity, or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision. Both parties having been given an opportunity to have this Agreement reviewed by others, the Rule of Construction providing that the Agreement shall be construed against the drafter will not be used in the interpretation of this Agreement.

23. ENTIRE AGREEMENT. This document represents the entire and integrated agreement between the COUNTY and CONTRACTOR and supersedes all prior negotiations, agreements or representations, either written or oral.

24. NON-WAIVER. No delay or failure by either party to enforce or assert any right, claim, defense, remedy, or provision of this Agreement shall operate as any waiver of any such right, claim, defense, or remedy.

25. NON-ASSIGNMENT. It is expressly agreed that this Agreement shall not be assigned, in whole or in part, without the prior written consent of the COUNTY. Such consent shall not be unreasonably withheld.

26. SUCCESSORS. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their respective heirs, successors, and assigns.

27. EXECUTION OF AGREEMENT. The Gallatin County Clerk and Recorder will keep the original Agreement. An exact unaltered copy of the original Agreement has the same force and effect as the original. To the extent required by § 18-2-404, MCA, approval by the Office of the Gallatin County Attorney is made when this form Agreement is utilized without substantive changes.

28. AMENDMENT. This Agreement may only be amended by mutual written Agreement of both parties.

29. REMEDIES CUMULATIVE. The remedies given in this Agreement to either party shall be cumulative, and the exercise of any one remedy by either party shall not be to the exclusion of any other remedy.

30. SURVIVAL. The following provisions shall survive any termination or expiration of this Agreement: Paragraph 7 (Public Access to Information); Paragraph 8 (Ownership and Publication of

Materials; Paragraph 14 (Waiver and Indemnification); and the general terms at Paragraphs 19 through 29.

STATEMENT OF WORK

IN WITNESS WHEREOF the Parties have signed this Agreement for Construction Services.

CONTRACTOR

COUNTY

Name:

Name:

Title:

Title:

EXHIBIT A
STATEMENT OF WORK

CONTRACTOR shall provide the COUNTY with the materials, work, and services described in this Statement of Work. This Statement of Work is governed by and subject to the Agreement for Construction Services entered between CONTRACTOR and the COUNTY and is incorporated into that Agreement by this reference.

CONTRACTOR agrees to:

1. [Describe services, materials, and/or work to be performed or provided]

The COUNTY agrees to assist with CONTRACTOR's performance of the Agreement by doing or providing the following:

1. [Describe tasks or work that the County is providing to Contractor as part of the Agreement, if any]