

**INVITATION TO BID  
YELLOWSTONE COUNTY, MONTANA  
CENTRAL AVENUE AND 48<sup>th</sup> STREET WEST INTERSECTION IMPROVEMENTS**

Yellowstone County will receive sealed bids for the **Central Avenue and 48<sup>th</sup> Street West Intersection Improvements** project (herein after “project”) per the enclosed specifications until **3:00 PM on Monday, February 23, 2026**. All bids must be submitted in triplicate (1 original and 2 copies) to the Board of County Commissioners, P.O. Box 35000, Billings, MT 59107 or delivered to their office in the John V. Ostlund County Administration Building, Room 419, 2825 3<sup>rd</sup> Avenue North, Billings, MT 59101. Envelopes containing bids must be marked “Central Avenue and 48<sup>th</sup> Street West Intersection Improvements” in the lower right-hand corner.

All Bids received will be time and date stamped. The time and date stamped on each bid must indicate that it was received no later than 3:00 PM on Monday, February 23, 2026.

All timely bids will be opened and read aloud at 9:00 AM on Tuesday, February 24, 2026, in the Commissioners Board Room, Room 309, located on the third floor of the John V. Ostlund County Administration Building, 2825 3<sup>rd</sup> Avenue North, Billings, MT 59101. All bids received that are time and date stamped later than 3:00 PM on Monday, February 23, 2026, will not be opened.

The Yellowstone County Public Works Department is currently requesting bids for the Central and 48<sup>th</sup> Intersection Improvements project. The primary purpose of the project is to construct a signalized intersection and roadway widenings at Central Avenue and 48<sup>th</sup> Street West. The associated roadway improvements will extend approximately 600 feet along the west and south legs from the center of the intersection, approximately 560 feet along the east leg from the center of the intersection, and approximately 660 feet along the north leg from the center of the intersection. Miscellaneous works include culvert replacement, approach construction, utility coordination, and general milling and filling, and associated widening work.

Bid documents, including any addenda, will be available on the Yellowstone County website at <https://www.yellowstonecountymt.gov/purchasing/>.

There will be a non-mandatory Pre-Bid Conference held at Sanbell, 1300 N Transtech Way, at 2:00 p.m. on Wednesday, February 11, 2026. Interested CONTRACTORS are encouraged to attend.

All bids must include a bid bond made in favor of Yellowstone County in an amount equal to 10% of the total bid. The security may consist of cash, a cashier's check, a certified check, a bank money order, a certificate of deposit, a money market certificate, or a bank draft. The security must be: a) drawn and issued by a federally chartered or state chartered bank or savings and loan association that is insured by or for which insurance is administered by the Federal Deposit Insurance Corporation; b) drawn and issued by a credit union insured by the National Credit Union Share Insurance Fund c) a bid bond or bonds, original only, no copies, executed by a surety company authorized to do business in the State of Montana. Personal checks, business checks, and facsimiles will not be accepted for bid security.

No bid may be withdrawn prior to sixty (60) days after the scheduled time for receipt of the bids.

Each bidder must have a current Montana Public Contractor's Registration number when submitting their bid. The number must appear on the bid. All subcontractors, if any, must obtain a registration number prior to beginning any work on the project. Bid-only registrations are acceptable for the bidding process.

All contractors and subcontractors performing work pertaining to the construction, reconstruction, or improvement of any public road, street, or intersection, or a bridge construction repair or maintenance project awarded by any government agency, must obtain and maintain a Special Fuel User Permit from the Montana Department of Transportation.

The successful bidder will be required to provide the County with a performance bond and labor and materials bond, both for 100% of the contract amount, within ten (10) days of the execution of the contract and prior to starting any work on the project. The selected Contractor will also be required to provide a copy of their commercial liability insurance certificate and workers compensation coverage prior to beginning the project.

The successful bidder will be required to follow all the directives included in section 18-2-422 of the Montana Code Annotated concerning Montana Prevailing Wages. Those directives are as follows:

- (1) the contractor and any subcontractors are required to pay the standard prevailing wage rate, including fringe benefits, for each job classification as stated in the current prevailing wage rate schedules. This information is included in the four (4) prevailing wage rate schedules that are being provided to each bidder as part of this bid package. The current schedules are also available at the State of Montana web-site (<https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates/>). It is the responsibility of the contractors to obtain and use the applicable Wage Rate Schedules.
- (2) each contractor and subcontractor is required to maintain payroll records in a manner readily capable of being certified for submission under statute 18-2-423, for not less than three (3) years after the contractor's and subcontractor's completion of work on the project;
- (3) each contractor is required to post a statement of all wages and fringe benefits in compliance with statute 18-2-423.

Statute 18-2-423 is as follows: If a complaint is filed with the department alleging noncompliance with 18-2-422, the department may require the project to submit to it certified copies of the payroll records for workers employed on that project. A contractor or a subcontractor shall pay employees receiving an hourly wage on a weekly basis. If a wage violation complaint is filed with the department, the contractor or subcontractor shall provide the employee's payroll records to the department within 5 days of receiving the payroll request from the department.

The successful bidder will be required to give preference to the employment of bona fide Montana residents in the performance of the work on this project.

All state laws pertaining to Resident Bidders, both State and County will be adhered to if applicable.

A 5% retainage fee will be withheld from all progress payments made to the successful bidder. The fee will be returned to the contractor upon completion of the project and acceptance of the project by the County. The successful bidder will be required to pay the State of Montana a sum equal to 1% of the gross receipts from the public contract. The County will withhold this amount and forward it to the State of Montana.

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

Requests for information relating to the bid package (plans and specifications) should be addressed to DJ Clark of Sanbell at (406) 869-3358. Questions concerning the bid procedure may be addressed to Matt Kessler of Yellowstone County at (406) 256-2717.

The Board of County Commissioners may award the project to the lowest and/or the best responsible bidder. The Board reserves the right to reject any or all bids received, to waive informalities to evaluate the bids submitted, and to accept the bid which best serves the interests of Yellowstone County.

Done by order of the Board of County Commissioners of Yellowstone County, MT this 27th day of January 2026.

Board of County Commissioners  
Yellowstone County, Montana

(Seal)  
Attest:

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Mark Morse, Chair

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Jeff Martin, Clerk and Recorder

## **INSURANCE REQUIREMENTS**

The successful bidder (herein after "Contractor") shall maintain, at its sole cost and expense, commercial general liability insurance naming Yellowstone County/Yellowstone County Public Works as additional insured for this project against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate arising from incidents which occur as the result of Contractors negligence during the project and for which Yellowstone County/Yellowstone County Public Works sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain for this project, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the project by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the project.

Contractor shall name on the Certificate of Liability Insurance Yellowstone County/Yellowstone County Public Works as additional insured throughout the project. In addition, Contractor will furnish to Yellowstone County a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County/Yellowstone County Public Works are named as an additional insured under the Contractors insurance policy for this project. Contractor agrees to furnish both the Certificate of Insurance and policy endorsement at least ten (10) days prior to beginning work on the project.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County /Yellowstone County Public Works from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur from the result of Contractor negligence during this project and for which Yellowstone County/Yellowstone County Public Works' sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph of the Invitation to Bid shall not be limited by any assertions or finding that Yellowstone County/Yellowstone County Public Works is liable for any damages by reason of a non-delegable duty.

## **WORKERS COMPENSATION**

Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor are Contractor's workers, employees of Yellowstone County / Yellowstone County Public Works. Workers Compensation insurance, or the exemption from the workers compensation obligation must be valid for the entire period of the project.