

BID DOCUMENTS

FOR

2020 MISSOULA COUNTY

ROAD DUST ABATEMENT

March 2020

MISSOULA COUNTY
DEPARTMENT OF PUBLIC WORKS

SECTION 00020

NOTICE INVITING PROPOSALS

Notice is hereby given that sealed proposals will be received at the Office of the Missoula County Public Works Department until **11:00 A.M., Thursday, April 2nd**, at which time bids will be opened and read in the Public Work's Conference Room for the purpose of **applying approximately 2,000 tons of Magnesium Chloride Dust Palliative to approximately 65 miles of gravel roads throughout various geographic areas within Missoula County**. All work is to be performed in accordance with the plans and specifications on file in the Office of the Public Works Department and shall be performed under the supervision of the County Engineer or his designated representative.

Specifications and bid procedures can be obtained at the Office of Public Works at 6089 Training Drive, Missoula, MT.

Proposals must be accompanied by security in the amount of ten percent (10%) of the amount of the bid as a guarantee that the successful bidder will enter into the required contract and in the form specified in MCA 18-1-203, for example: cash, cashier's check, certified check, bank money order, or bank draft, any of which must be drawn and issued by a national banking association located in the state of Montana or a banking association incorporated under the Laws of Montana; or a bid bond or bond executed by a surety corporation authorized to do business in the state of Montana.

THE CONTRACT WILL BE AWARDED TO THE LOWEST RESPONSIBLE QUALIFIED BIDDER WHOSE BID PROPOSAL COMPLIES WITH ALL THE REQUIREMENTS.

Proposals shall be sealed and marked "**Proposal for 2020 County Road Dust Abatement**" and addressed to:

Missoula County Public Works
Attn: Erik Dickson
6089 Training Drive
Missoula, MT 59808

By order of the Board of County Commissioners this 15th day of March, 2020.

PUBLISHED:

Erik K. Dickson, P.E.
County Engineer

Solicitation

1.0 DEFINED TERMS

The term "Bidder" means one who submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a bid to a BIDDER. The term "Successful Bidder" means the lowest, qualified, responsible and responsive BIDDER to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Invitation to Bid, Instructions to Bidders, the Bid Form, Bond Forms, the proposed Contract, and the Proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2.0 COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of the Bidding Documents and bid procedures can be obtained at the Department of Public Works, 6089 Training Drive, Missoula, MT.

2.2 Complete sets of Bidding Documents must be used in preparing Bids; the OWNER does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 OWNER in making copies of Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

3.0 QUALIFICATION OF BIDDERS

3.1 To demonstrate qualifications to perform the Work, each BIDDER must submit written evidence, such as financial data, previous experience in performing comparable work, business and technical organization, present commitments and other such data. Each Bid must contain evidence of BIDDER's qualification to do business in Montana or covenant to obtain such qualification prior to award of the contract. No BIDDER will be acceptable if he is engaged in other work which impairs his ability of meeting all requirements herein stipulated.

In determining the lowest responsible bid, the following elements will be considered: whether the BIDDER involved (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the work properly and expeditiously; (c) has a suitable financial status to meet obligations incidental to the work; and (d) has appropriate technical experience.

Each BIDDER may be required to show that former work performed by him has been handled in such a manner that there are not just for proper claims pending against such work. No BIDDER will be acceptable if he is engaged on any other work which impairs his ability to finance his contract. The BIDDER shall demonstrate his ability by meeting all requirements herein stipulated, if asked for them.

4.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 It is the responsibility of each BIDDER to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, including but not limited to those general and local conditions affecting transportation, disposal handling and storage facilities, availability of labor, water, power, roads, climatic conditions and seasons, physical conditions at the work sited topography and ground conditions, equipment and facilities needed preliminary to and during

work prosecution, (c) consider federal, state and local Laws and Regulation that may in any manner affect cost, progress, performance or finishing of the Work, (d) study and carefully correlate BIDDER'S observations with the Contract Documents, and (e) notify OWNER of all conflicts, errors or discrepancies in the Contract Documents.

4.2 The submission of a Bid will constitute an incontrovertible representation by BIDDER that BIDDER has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and the means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5.0 INTERPRETATIONS AND ADDENDA

5.1 All questions about the meaning or intent of the Contract Documents are to be submitted to the OWNER in writing. Interpretations or clarifications considered necessary by OWNER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by OWNER as having received the Bidding Documents. Questions received less than three (3) days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER.

5.3 Any addenda issued during the time of bidding, or forming a part of the Contract Documents loaned to the BIDDER for the preparation of his proposal, shall be covered in the Bid and shall be made a part of the Contract. Receipt of each addendum shall be acknowledged in the Bid. Any Bid in which all issued addenda are not acknowledged will be considered incomplete and will not be read.

6.0 BID SECURITY

6.1 Each Bid shall be accompanied by Bid Security made payable to OWNER in an amount of ten percent (10%) of the BIDDER'S maximum Bid price and in the form of cash, a cashier's check, bank money order, or bank draft, in any case drawn and issued by a national banking association located in Montana or by any banking corporation incorporated under the laws of Montana; or a Bid Bond (on form attached if a form is prescribed) issued by a surety authorized to do business in Montana meeting the requirements of Paragraph 5.1 of the General Conditions. Bid Bonds shall be countersigned by a Resident Montana Agent.

6.2 All such Bid Security shall be returned to the respective BIDDERS within three (3) days after bids are opened except those of the three (3) low BIDDERS which may be retained for a period not to exceed forty-five (45) days or until the successful bidder has executed the contract. Thereafter, all remaining guarantees, including the guarantee of the successful bidder, will be returned. Should the successful bidder fail or refuse to enter into the contract in the form prescribed, with legally responsible sureties, within ten (10) days after the award is made by the Commissioners, his proposal guarantee will be forfeited to Missoula County as liquidated damages.

7.0 CONTRACT TIME

7.1 The numbers of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Contract.

8.0 LIQUIDATED DAMAGES

8.1 Provisions for liquidated damages, if any, are set forth in Section 00500, Contract.

9.0 SUBCONTRACTORS, SUPPLIERS AND OTHERS

9.1 If the Supplementary Conditions require or the OWNER would request the identity of certain Subcontractors, Suppliers and other persons and organizations to be submitted to OWNER in advance of the Notice of Award, the apparent Successful BIDDER, and any other BIDDER so requested, will within seven days of the Bid opening submit to OWNER a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such lists shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier and other persons or organizations if requested by OWNER. If OWNER or ENGINEER after due investigation has reasonable objections to any proposed Subcontractor, Supplier or other persons or organizations, either may before the Notice of Award is given, request the apparent Successful BIDDER

to submit an acceptable substitute without an increase in Bid price. If the apparent Successful BIDDER declines to make any such substitution, the OWNER may award the contract to the next lowest BIDDER that proposes to use acceptable Subcontractors, Suppliers and other persons or organizations. Declining to make requested substitution will not constitute grounds for sacrificing the Bid Security of any BIDDER. Any Subcontractor, Supplier or other persons or organizations listed and to whom OWNER or ENGINEER does not make a written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Contract as provided in Paragraph 6.8.2 of the General Conditions.

9.2 No Contractor shall be required to employ any Subcontractor, Supplier or other persons or organizations against whom Contractor has a reasonable objection.

10.0 BID FORM

10.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from the Office of the Bids Department, Missoula County Courthouse. Bids shall be strictly in accordance with the prescribed form. Any modifications thereof or deviations therefrom may be considered as sufficient cause for rejection. Bids carrying riders or qualifications to the Bid being submitted maybe rejected as irregular.

10.2 The Bid Form must be completed in permanent ink or by typewriter. If changes appear on the Bid Form, each change must be initialed by the person signing the Bid.

10.3 Bids by corporations must be executed in the corporate name by an official who is authorized to bind the corporation, and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature. The Bid of a corporation which is signed by a person other than a corporate officer must be accompanied by a Power of Attorney showing that person's authority.

10.4 Bids by partnerships must be executed in the partnership name or corporate authorization and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

10.5 All signatures are to be in ink and names must be typed or printed below the signature. The title of the person(s) executing the Bid shall be clearly indicated beneath the signature.

10.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form). Bids in which all issued addenda are not acknowledged will be considered incomplete and will not be read.

10.7 The address and telephone number for communications regarding the Bid must be shown.

10.8 The Bid will not be considered unless all items in the Unit Price Schedule are priced.

10.9 The Bid will not be considered unless the Bid Form contains the Unit Prices Bid and totals shown legibly in the proper locations on the Bid Form. The Total Amount of Unit Prices Bid shall be legibly written and numerically presented in the proper places and the Bid Form shall be manually signed.

10.10 The Bid will not be considered unless accompanied by proper Bid Security in accordance with Article 6 of these Instructions to BIDDERS.

10.11 Alternate Bids will not be considered unless called for.

10.12 Bids by telephone, telegraph, fax or other telecommunication systems will not be considered.

10.13 No BIDDER may submit more than one Bid. Two Bids under different names will not be received from one firm or association.

11.0 SUBMISSION OF BIDS

11.1 Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be enclosed in an opaque sealed envelope, labeled as directed in the Invitation to Bid, name and address of the BIDDER, and accompanied by the Bid Security and other required documents. No BIDDER may submit more than one (1) Bid. Two bids under different names will not be accepted from one firm or association.

12.0 MODIFICATION AND WITHDRAWAL OF BIDS

12.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids as called for in the Invitation to Bid. Requests for modification or withdrawal must be written and must be signed in the same manner and by the same person(s) who signed the Bid.

12.2 Bids and modifications or withdrawals thereof received at the office designated in the Invitation for Bid after the exact time set for opening of Bids will not be considered.

13.0 OPENING OF BIDS

13.1 Bids will be opened at the time set for opening in the Invitation to Bid and read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to BIDDERS after the opening of Bids.

14.0 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

14.1 All bids will remain subject to acceptance for forty-five (45) days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

15.0 AWARD OF CONTRACT

15.1 The Contract will be awarded within 45 calendar days after the bid opening to the lowest responsive, responsible, and a qualified bidder whose bid proposal complies with all the requirements. The successful bidder will be notified in writing of the acceptance of the proposal and the award of the Contract.

If the Contract is not awarded within 45 calendar days, all bid proposals will be rejected and the bid security returned. The County can extend the 45 day time period.

Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum will be resolved in favor of the correct sum.

15.2 OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the BIDDER or BIDDERS, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNERS satisfaction within the prescribed time.

15.3 The OWNER reserves the right to cancel the award of any contract at any time before the complete execution of said Contract by all parties without any liability against the OWNER.

16.0 CONTRACT SECURITY

16.1 When the Successful BIDDER delivers the executed Contract to OWNER, it must be accompanied by the required performance and payment bonds.

17.0 SIGNING OF CONTRACT

17.1 When OWNER gives a Notice of Award to the successful BIDDER, it will be accompanied by the required number of unsigned counterparts of the Contract with all other written Contract Documents attached. Upon failure to execute the Contract and file acceptable bonds and insurance policies within twenty (20) days after receipt of the Contract the award may be canceled and the bid security forfeited under the provisions of Section 18-1-204, MCA. Award may then be made to the next lowest responsive, responsible and qualified bidder, or the work may be re-advertised.

18.0 STATE LAWS AND REGULATIONS

18.1 All applicable laws, ordinances and the rules and regulations of authorities having jurisdiction over the project shall apply to the Contract throughout. State laws and ordinances which the CONTRACTOR must comply with, included but are not limited to, those involving workmen's compensation insurance, contractor registration, and gross receipts tax.

19.0 PUBLIC CONTRACTOR'S GROSS RECEIPTS TAX

19.1 The governmental agency issuing the contract shall withhold one percent (1%) of the gross sum due the Contractor under the performance of the contract. The Contractor shall also withhold one percent (1%) of the gross sum due the subcontractors. The withholdings shall be made payable to the Montana Department of Revenue.

21.0 STREAM BED PRESERVATION AND STREAM PROTECTION

21.1 It shall be the Contractor's responsibility to comply with the STREAM BED Preservation Act, Section 75-7-101, MCA, where a natural perennial flowing stream may be affected by work performed under the contract. The County shall assist the Contractor in obtaining the necessary permits.

22.0 SPECIFICATIONS

22.1 The specifications for this project shall consist of those specifications herein.

PRODUCT: The dust palliative for this project shall consist of a Magnesium Chloride solution. The Magnesium Chloride solution shall be a minimum of 31% concentration with less than 2% sulfates.

TESTING AND CERTIFICATION: The Contractor shall assist the County in sampling the palliative solution for testing. The County will take up to 10 random samples throughout the project to verify the composition of the solution. Samples will be ½ - 1 gallon size and taken from the distributor truck on site. The County will assume the costs of these quality control tests.

APPLICATION: Application of the dust palliative solution is subject to the following requirements:

1. Missoula County Road Supervisors shall direct the contractor's work, specifically the direct dispatch of distributor trucks to roads that have been prepped for application.
2. Where the application rate is at 0.25 gallon/square yard, the Mag Chloride will be shot in one (1) application within one (1) hour of the road being prepped.
3. Where the application rate is at 0.5 gallon/square yard, the Mag Chloride will be shot in two (2) 0.25 gallon/square yard applications per road. The first shot shall be applied within one (1) hour of the road being prepped. The second shot shall be applied no sooner than six (6) hours after the first application and no later than twenty-four (24) hours after the first application, or as directed by the County. The supervisor is responsible for ensuring that each road receives two applications.
4. If the first shot of Mag Chloride is not applied the same workday of the road being prepped, the road shall be re-prepped before application of Mag Chloride.
5. Contractor shall provide, at a minimum, two distributor trucks dedicated to the forward moving process.
6. A pre-construction meeting will be held at least two weeks prior to the anticipated start date.
7. Once work has commenced for a workday and continues through that workday, contractor shall be available only for Missoula County, i.e. there shall be no side jobs to which contractor may allocate resources. If there are weather delays in Missoula County, the contractor may allocate their resources to other nearby jobs provided they are available to resume work for Missoula County the following workday.
8. Distributor trucks shall have spray systems that can adjust from ten (10) feet to twenty-four (24) feet in width to accommodate varying road surface widths and provide the capability to spray one or two lanes at a time.
9. Payment for material used shall be based on the reasonable width of each road and its digitally measured linear distance. Quantities are not based on a strict and uniform twenty-four (24) foot wide road surface. Overspray beyond the identified travel surface will not be counted in material quantities.
10. No road shall receive a first application after 5:00 PM without prior authorization from Missoula County.
11. During the day(s) of application of Mag Chloride, Missoula County's responsibilities include:
 - Ensuring that each distributor has a sample taken and tested with a hydrometer.
 - Making certain that before a distributor is dispatched to a particular road that it has been graded and prepped.
 - Depending on personnel and amount of application, one supervisor should ensure that each distributor and any supply tankers are on scheduled roads that are being prepped for that day. A second supervisor should ensure that graders and water trucks are prepping the roads scheduled to be treated that day.

- The key component in this process being fluid and successful is communication - the supervisors must be in frequent contact with the grader operators, water trucks and distributors.
- Traffic control is another vital component; this provides the fast-paced operation a safe and accident free zone. Since this is a fast-paced operation, it is the supervisor's responsibility to ensure this type of operation is done in a safe and efficient manner.
- At the completion of each shift, a meeting should be held to exchange all the necessary paper work, typically including change orders, bills of lading or other records of materials used and road distances treated (supervisors should be constantly monitoring road distances with a DMI during application).

TRAFFIC CONTROL: The Contractor shall be responsible for all traffic control associated with the application of the dust palliative, including any claims for vehicle damage or cleaning during and following the application.

ROAD PREPARATION BY COUNTY: The County will perform the preparation and shaping of all roads prior to application of the dust palliative. The County will water the road section after preparation and less than 24 hours prior to dust palliative application.

RESPONSIBILITY TO PUBLIC: The Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Rules and Regulations of the Federal Occupational Safety and Health Act of 1970 (OSHA) and as amended).

All facilities and work conditions shall comply with Local Health Department Regulations and with OSHA requirements.

COORDINATION WITH MISSOULA COUNTY ROAD DEPARTMENT: The Contractor shall coordinate all work performed with the Missoula County Road Department Supervisor. No work shall be performed by the Contractor without the consent of the County. Weather delays, equipment failures, emergency work etc... may impact the County's schedule. The Contractor will not be accountable for project delays caused by the County.

COST CONTROL: The County reserves the right to add or deduct portions of the project in order to comply with budgeting constraints.

MEASUREMENT AND PAYMENT: The Contractor shall be paid on the basis of his Bid Unit Price, as indicated by his proposal, for the actual quantities installed as directed by the County. The dust palliative will be measured and checked by the quantities of material component used (magnesium chloride, enhancing or non-detrimental ions, water). There will be no separate payment for additional additives used by the Contractor.

The accepted quantities of Dust Palliative will be paid for at the contract prices for Dust Palliative, minus any reduction for noncompliance with approved chemical analysis and rates. Payment shall include all equipment, labor, materials, overhead, incidentals, and mobilization required to complete the work as described in the Specifications.

Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Magnesium Chloride	2,000	Tons	\$ _____	\$ _____

Total Bid (Numerical) \$ _____

Total Bid (Text)

_____ Dollars

Bidder agrees to perform all Work described in the Contract Documents for the unit prices as shown in the Bid Schedule. Payment will be based on the actual quantities furnished.

SIGNATURES:

DATE: _____, 2020

FIRM NAME: _____

STATE OF INCORPORATION: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____

BY: _____ TITLE: _____

BIDDER'S LEGAL SIGNATURE: _____

ATTEST: _____
Notary