

**CARBON COUNTY ROAD & BRIDGE DEPARTMENT**

**PROPOSAL FOR**

**2019 AGGREGATE CRUSHING**

PROPOSAL OF

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(NAME)

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(ADDRESS)

to furnish and deliver all materials and equipment and to perform all necessary work in accordance with the Standard and Special Provisions contained herein, and as on file in the offices of the Carbon County Road & Bridge Department.

To the Board of County Commissioners for Carbon County, Montana -

Pursuant to the Request for Proposals of the Board of County Commissioners inviting competitive proposals for the delivery of the services herein specified and in conformity with the Standard and Special Provisions pertaining thereto, and as on file in the offices of the Carbon County Road & Bridge Department;

(I) (We) hereby certify that (I) (We) are the only person interested in this proposal as principle; that this proposal is made and submitted without fraud or collusion with any person, firm or corporation whatsoever; and that a thorough examination has been made of the contract form, together with the standard and special provisions pertaining to the materials referenced herein.

(I) (We) further propose to execute the form of contract within ten (10) days after receiving a written Notice of Award, should such notice be offered.

(I) (We) agree to adhere to Title 18 of the Montana Code Annotated.

## **SPECIAL PROVISIONS - AGGREGATE CRUSHING**

### **PROJECT DESCRIPTION**

The Carbon County Road & Bridge Department (COUNTY) proposes to employ a private contractor (CONTRACTOR) to crush aggregate at three (2) pit locations within Carbon County, for a total approximate quantity of 20,000 cubic yards.

### **PROJECT LOCATION**

The pit locations are generally described as:

The "Vukonich Pit" is located approximately 5 miles west of Silesia, MT; S32, T3S, R23E NW1/4, NE1/4, NE1/4

The "Tucker Pit" is located approximately 5 miles northeast of Bridger, MT; S3, T6S, R23E, SE1/4, NE1/4

### **PROJECT QUANTITIES**

10,000 cubic yards 1" Minus at the "Vukonich Pit"

10,000 cubic yards 1" Minus at the "Tucker Pit"

### **ADDITIONAL QUANTITIES**

The COUNTY **may**, upon notification, employ the CONTRACTOR to produce additional quantities of crushed aggregate at any or all of the project locations.

### **MATERIAL SPECIFICATIONS**

The CONTRACTOR'S attention is specifically directed to the following -

Aggregate materials produced under this proposal shall generally conform to **SECTION 02235 (CRUSHED BASE COURSE)** of the Montana Public Works Standard Specifications (MPWSS) (Sixth Edition, 2010), the provisions of which are adopted in their entirety and incorporated into this request for proposals.

The CONTRACTOR shall perform such materials testing as necessary to clearly demonstrate that the materials being produced consistently conform to these specifications. No additional payment for materials testing will be considered.

In the event materials produced are consistently found not to generally meet these specifications, the CONTRACTOR shall assume the responsibility for the cost of reprocessing those materials. It is the responsibility of the CONTRACTOR to assure quality control of the materials produced. The COUNTY recognizes that each pit will have varying composition of raw materials that may complicate strict adherence to the desired specification. The CONTRACTOR shall make every effort to produce materials that meet the desired specification and shall agree to work cooperatively with the COUNTY to achieve the greatest level of conformance.

**DELIVERY OF MATERIALS**

The CONTRACTOR shall stockpile the crushed aggregate in the location(s) as determined by the COUNTY, upon consultation with the CONTRACTOR.

**UNIT PRICES**

The CONTRACTOR shall include the cost of all materials, equipment, personnel and process necessary to produce and stockpile the materials offered, as specified herein, in the proposed UNIT PRICE(S). No separate payment for any material, equipment, personnel or process will be considered or provided.

**MEASUREMENT AND PAYMENT**

The payable quantity of material produced shall be determined, by measurement (survey) of the stockpiled material, by a Professional Land Surveyor, licensed in the State of Montana, as selected by the COUNTY. The CONTRACTOR agrees to pay **one-half of the cost** of such survey and agrees this amount will be withheld by the COUNTY from the final payment to the CONTRACTOR.

**TIME FOR COMPLETION**

All materials produced and services offered under this proposal shall be completed by the CONTRACTOR, subject to acceptance by the COUNTY, not later than **01 APRIL 2020**. Carbon County shall have the right to deduct as liquidated damages from any money or moneys due or coming due to the Vendor/Contractor an amount equal to \$200 per day for each and every calendar day after the contract completion date of 01 April, 2020.

**ENVIRONMENTAL COMPLIANCE**

The CONTRACTOR shall be alone responsible for ensuring that the project site remains free of all introduced contaminants, and that all spills shall be reported to, and mitigated pursuant to, Montana Department of Environmental Quality standards. The CONTRACTOR agrees that all solid wastes will be removed from the project site and properly disposed of, at the CONTRACTORS expense.

**SITE MANAGEMENT**

The CONTRACTOR shall be responsible for operating the site in accordance with Montana Department of Environmental Quality statutes, regulations, and permit provisions for the site in a manner that accommodates effective utilization of the embanked raw materials and the future use of the site. Excavations shall be generally uniform and symmetric. Unless provided otherwise in the Department of Environmental Quality Opencut permit, all cut banks shall be graded to an approximate 3:1 slope, and the pit floor shall be left generally level and uniformly graded at the completion of the project.

**SITE INSPECTION**

To arrange an inspection of the proposed pit locations, the CONTRACTOR may contact the Carbon County Commissioners at (406) 446-1595. The CONTRACTOR is responsible for ensuring thorough familiarity with the sites.

## **REGULATORY COMPLIANCE AND INDEMNIFICATION**

The CONTRACTOR shall be solely responsible ensuring that all Opencut Mining statutes, regulations, and opencut mining permit requirements are followed during CONTRACTOR'S operations, and CONTRACTOR agrees that CONTRACTOR is solely liable for any violations occurring during CONTRACTOR's operations. Should the Montana Department of Environmental Quality bring any action against Carbon County for violations relating to or pertaining to CONTRACTOR's operations, CONTRACTOR agrees to defend and indemnify Carbon County for any such action, including any appeals related thereto. This defense and indemnification obligation specifically includes payment of fines or judgments against Carbon County, as well as costs and attorneys' fees incurred by Carbon County, all at the CONTRACTORS sole expense.

## **STANDARD PROVISIONS**

### **CONTACT**

Questions relative to these specifications, the bidding, and/or award process may be directed to the Carbon County Commissioners at **(406) 446 - 1595**.

### **LICENSE AND INSURANCE**

The VENDOR shall maintain and provide, upon request, to the COUNTY copy of

**Public Liability Insurance in the amount of (not less than) \$1,000,000.00.**

**Workers Compensation Insurance.**

**Montana Contractors License.**

The CONTRACTOR shall include any and all costs associated with maintaining such license or insurance in the unit price(s) offered under this proposal.

**PERFORMANCE GUARANTEE** – The VENDOR shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder in the amount of 100% of the contract sum. Bonds may be secured through the VENDOR's usual sources.

### **BIDDING INSTRUCTIONS**

The BIDDER shall state their proposal clearly, in ink, on the attached form(s) including Unit Prices, Total Price and any other pertinent information. **Any exception to the Contract Specifications shall be noted in the proposal.** The proposal must be sealed and submitted in accordance with these instructions.

The PROPOSAL must be signed, in ink, in the space provided. If submitted by an individual owner it shall be signed by said individual. If submitted by a corporation it shall be signed by either the President or the Vice President and either the Secretary or Treasurer, and

those signatures shall be those of two different individuals. If submitted by an association it shall be signed by all the owners of all the equipment or material for which proposals are submitted. If submitted by a partnership it shall be signed by all members of the venture.

**CARBON COUNTY EXPRESSLY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR PARTS OF PROPOSALS AND TO WAIVE INFORMALITIES THEREIN, AND TO AWARD IN THE BEST INTERESTS OF CARBON COUNTY.**

A proposal containing **any alteration or erasure will be rejected** unless the alteration of erasure is corrected as follows: the alteration or erasure shall be crossed out and the correction printed in in or typewritten adjacent to the original entry **and initialed by (all of) the persons signing the proposal.**

**PROPOSALS MADE IN PENCIL WILL BE REJECTED.**

The completed proposal must be submitted in sealed envelope and delivered to

**CARBON COUNTY BOARD OF COUNTY COMMISSIONERS  
17 WEST 11<sup>TH</sup> STREET  
POST OFFICE BOX 887  
RED LODGE, MONTANA 59068**

PROPOSALS MUST BE RECEIVED BEFORE

**11:00 A.M. MST, THURSDAY, JUNE 20, 2019**

THE ENVELOPE MUST BE CLEARLY MARKED

**PROPOSAL FOR 2019 AGGREGATE CRUSHING**

PROPOSALS WILL BE OPENED AND READ ALOUD AT

**11:00 A.M. MST, THURSDAY, JUNE 20, 2019**  
AT  
**CARBON COUNTY BOARD OF COMMISSIONERS' OFFICE  
17 WEST 11<sup>TH</sup> STREET  
RED LODGE, MONTANA 59068**

# AGGREGATE CRUSHING PROPOSAL FORM

PROPOSAL OF \_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(ADDRESS)

herein proposes to complete the performance of **2019 AGGREGATE CRUSHING**, in accordance with the attached specifications dated June 2019, as on file in the offices of the Carbon County Road & Bridge Department, as bid below -

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>UNIT TOTAL</u>
VUKONICH PIT 10,000 YDS <sup>3</sup>	1" MINUS	\$ _____	\$ _____
TUCKER PIT 10,000 YDS <sup>3</sup>	1" MINUS	\$ _____	\$ _____
<b>TOTAL BID</b>			<b>\$ _____</b>

COMPLETED PROPOSAL SHALL BE SEALED IN AN ENVELOPE & CLEARLY MARKED  
**PROPOSAL FOR 2019 AGGREGATE CRUSHING**

SUBMITTED PROPOSAL SHALL INCLUDE PAGES 1 - 8. IF ANY PAGES ARE MISSING, THE PROPOSAL WILL NOT BE READ AND CONSIDERED.

# PROPOSAL FOR 2019 AGGREGATE CRUSHING

## A. Receipt of Addenda

The undersigned hereby acknowledge the receipt of:

Addendum # \_\_\_\_\_ dated \_\_\_\_\_

Addendum # \_\_\_\_\_ dated \_\_\_\_\_

Addendum # \_\_\_\_\_ dated \_\_\_\_\_

Signed \_\_\_\_\_

## B. Execution of Proposal

This proposal dated the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Signed \_\_\_\_\_, as an individual.

Postal Address \_\_\_\_\_

Signed \_\_\_\_\_, as an individual doing business under the name and style of \_\_\_\_\_

Postal Address \_\_\_\_\_

Signed \_\_\_\_\_,

For \_\_\_\_\_, a partnership.

Name \_\_\_\_\_, Business Address \_\_\_\_\_

Name \_\_\_\_\_, Business Address \_\_\_\_\_

Name \_\_\_\_\_, Business Address \_\_\_\_\_

Signed \_\_\_\_\_, for \_\_\_\_\_

a corporation, incorporated under the laws of the State of \_\_\_\_\_

Name of President \_\_\_\_\_

Name of Vice President \_\_\_\_\_

Name of Secretary \_\_\_\_\_

Name of Treasurer \_\_\_\_\_

Business Address \_\_\_\_\_