

CARBON COUNTY ROAD & BRIDGE DEPARTMENT

PROPOSAL FOR

2023-24 AGGREGATE CRUSHING

PROPOSAL OF

(NAME)

(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 two (2) pit locations within Carbon County. Bidder may bid one project location or all project locations for a total approximate quantity of 20,000 cubic yards.

PROJECT LOCATION

The pit locations are generally described as:

The "Dietz Pit" is located approximately 1 mile west of Edgar, MT; 4S 23 E Section 22 SE4 NW4

The "Vukonich Pit" is located approximately 3 miles northeast of Joliet, MT; 3S 23E Section 32 N2 NE4

PROJECT QUANTITIES

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

10,000 cubic yards 1" Minus at the "Vukonich 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 the below.

CRUSHED SURFACE MATERIAL QUALITY

A. Furnish crushed aggregate that meets requirements in TABLE 1 Section 2.2A.

https://www.mdt.mt.gov/other/webdata/external/research/docs/research_proj/oil_boom/Guide_Spec_Gravel_Road_Surfacing_2018.pdf

B. Provide fine and coarse fragments of crushed stone or crushed gravel and/or natural gravel, and when approved, blended with sand or clay, finely crushed stone, crusher screenings, recycled concrete and/or asphalt or other similar materials.

C. Use crushed stone or gravel consisting of hard, durable particles or fragments of stone, free of excess flat, elongated, soft or disintegrated pieces, or other deleterious matter.

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. The CONTRACTOR may propose to weigh gravel on a certified scale rather than survey measurement. The COUNTY has the right to reserve the original survey measurement option if there is a discrepancy in amount crushed between the COUNTY and CONTRACTOR.

TIME FOR COMPLETION

“Dietz Pit” 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 December 2023**. 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 December 2023.

“Vukonich Pit” 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 2024**. 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 2024.

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 or 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 11TH STREET
POST OFFICE BOX 887
RED LODGE, MONTANA 59068**

PROPOSALS MUST BE RECEIVED BEFORE

11:00 A.M. MST, THURSDAY, MAY 18, 2023

THE ENVELOPE MUST BE CLEARLY MARKED

PROPOSAL FOR 2023-24 AGGREGATE CRUSHING

PROPOSALS WILL BE OPENED AND READ ALOUD AT

11:00 A.M. MST, THURSDAY, MAY 18, 2023
AT
**CARBON COUNTY BOARD OF COMMISSIONERS' OFFICE
17 WEST 11TH STREET
RED LODGE, MONTANA 59068**

AGGREGATE CRUSHING PROPOSAL FORM

PROPOSAL OF _____
(NAME)

(ADDRESS)

herein proposes to complete the performance of **2023-24 AGGREGATE CRUSHING**, in accordance with the attached specifications dated May 2023, 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>
Dietz PIT 10,000 YDS ³	1" MINUS	\$ _____	\$ _____
Vukonich PIT 10,000 YDS ³	1" MINUS	\$ _____	\$ _____
TOTAL BID			\$ _____

Please list any tasks related to site preparation or gravel crushing that will be requested of the Carbon County Road Crew. The County's costs of performing these tasks will be taken into consideration when comparing total bid costs:

COMPLETED PROPOSAL SHALL BE SEALED IN AN ENVELOPE & CLEARLY MARKED
PROPOSAL FOR 2023-24 AGGREGATE CRUSHING

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

PROPOSAL FOR 2023-24 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 _____, 2023.

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
