MONTANA DEPARTMENT OF TRANSPORTATION
INVITATION FOR BID (IFB)
(THIS IS NOT AN ORDER)

IFB Number: **#HWY-309502-RP**	**IFB Title:** **PRODUCTION OF PLANT MIX MATERIAL AS NEEDED HELENA, BUTTE DIVISION**
IFB Due Date and Time: **MARCH 22, 2010** **3:00 p.m., Local Time**	**Number of Pages: 14**

ISSUING AGENCY INFORMATION

Procurement Officer: **RICHELE PARKHURST**	**Issue Date:** **MARCH 1, 2010**
MONTANA DEPARTMENT OF TRANSPORTATION **PURCHASING SERVICES SECTION** **PO BOX 20437** **BILLINGS MT 59104-0437**	**Phone: (406) 657-0274** **Fax: (406) 256-6487** **TTY Users, (406) 444-7696** **Website: http://gsd.mt.gov/**

INSTRUCTIONS TO BIDDERS

COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE WITH YOUR SEALED BID AND ANY REQUIRED DOCUMENTS TO: **#HWY-309502-RP** **PURCHASING SERVICES SECTION** **424 MOREY STREET** **PO BOX 20437** **BILLINGS MT 59104-0437**	**Mark Face of Envelope/Package:** **IFB Number: #HWY-309502-RP** **IFB Due Date: MARCH 22, 2010** **SEALED BIDS** will be received and publicly opened in the Billings office at 3:00 pm. **Attachments: 0**

BIDDERS MUST COMPLETE THE FOLLOWING

Federal Tax ID Number:	
Bidder Name/Address:	**Authorized Bidder Signatory:** **(Please print name and sign in ink)**
Bidder Phone Number:	**Bidder FAX Number:**
Bidder E-mail Address:	

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

BILL TO: DEPT OF TRANSPORTATION
PO BOX 3068
BUTTE MT 59701-3068

PROJECT SITE: CONTRACTOR'S PLANT
HELENA AREA

Questions may be directed to Kam Wrigg at (406) 494-9600 in Butte. However, any changes to the requirements of the Invitation for Bid (IFB) can only be made by the Montana Department of Transportation (Department) in writing, and claimed oral modifications are not valid or binding.

1.0. STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bid, request for proposal, or acceptance of a contract, the Contractor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

1.1. ACCEPTANCE/REJECTION OF BIDS OR PROPOSALS

The Department reserves the right to accept or reject any or all bids or proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the Department. Bids, proposals will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal.

1.2. ACCESS AND RETENTION OF RECORDS

The Contractor agrees to provide the Department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation or exception relating to the contract taken by the State of Montana or third party.

1.3. ALTERATION OF SOLICITATION DOCUMENT

In the event of inconsistencies or contradictions between language contained in the Department's solicitation document and a Contractor's response, the language contained in the Department's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the Contractor's disqualification and possible debarment.

1.4. ANTITRUST ASSIGNMENT CLAUSE

All vendors, Contractors and subcontractors hereby assign to the State of Montana any and all claims or causes of action for any antitrust law violations or damages arising therefrom as to goods, materials and services purchased under the terms of this agreement and any change order that may result from this agreement. This assignment is made on behalf of the vendor, Contractor and all subcontractors, which may be hired or contracted with to furnish goods, materials or services.

1.5. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Department. (Mont. Code Ann. § 18-4-141.)

1.6. AUTHORITY

The following bid, request for proposal, limited solicitation, or contract is issued in accordance with Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

1.7. BILLING

The State of Montana cannot pay for materials or services in advance. All billing against this purchase order must be made only after completion of receipt of merchandise or services rendered.

1.8. COLLUSION PROHIBITED

Prices quoted shall be established without collusion with other Contractors and without attempt to preclude the Department from obtaining the lowest possible competitive price.

1.9. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. 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 the contract.

1.10. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities or specifications of the contract shall be granted without prior written consent of the Department of Transportation Purchasing Bureau. Supplies delivered which do not conform to the contract terms, conditions and specifications may be rejected and returned at the Contractor's expense.

1.11. DEBARMENT

The Contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State.

1.12. DISABILITY ACCOMMODATIONS

The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. Individuals, who need aids, alternative document formats or services for effective communications or other disability-related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

1.13. EXCEPTIONS

A prospective Contractor may take “exception” to bid terms, conditions, specifications and dates stated within the bid package. However, the Department reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the Department’s best interest.

1.14. FACSIMILE RESPONSES

Facsimile bids sent directly to the Department of Transportation will not be accepted; however, facsimile bids sent to a 3rd party and then delivered to the Department in a properly addressed, sealed envelope will be accepted.

1.15. FAILURE TO HONOR BID/PROPOSAL

If a bidder/Contractor to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the Department may, in its discretion, suspend the bidder/Contractor for a period of time from entering into any contracts with the State of Montana.

1.16. FORCE MAJEURE

Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

1.17. HOLD HARMLESS/INDEMNIFICATION

In regard to all duties relating to safety, regardless of whether any such duties are, or are alleged to be, "nondelegable" (e.g., the Montana Scaffolding Act, Montana Safe Place to Work Statute, etc.), as well as matters involving patent, trademark and copyright infringements, Contractor agrees that it will defend, protect, indemnify and save harmless the State of Montana and Department against and from all claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys fees), and losses to them from any cause whatever (including any patent, trademark and copyright infringement) arising from the project. This indemnification expressly includes any claim or liability arising from a violation of law, ordinance or regulation. Contractor assumes all responsibility for ensuring and enforcing safe working conditions and compliance with all safety-related rules and regulations for the benefit of its own employees, the employees of its subcontractors, and the public. This indemnification is expressly intended by the parties to include claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys fees), and losses that are, or are alleged or held to be, based upon a breach by the State or Department of a nondelegable duty relating to workplace safety for the Contractor's employees, the employees of any subcontractor's employees, or the public.

This indemnification does not extend to CERCLA and CECRA claims, which are addressed in section 107.26 of the specifications. Contractor will be responsible for any and all damages to property or persons that occur before final acceptance of the project. Contractor will obtain and maintain insurance necessary to comply with the specifications.

The Contractor shall indemnify, protect and defend the owner (State and Department) from any damage, loss or claim of damage arising from, due to or allegedly due to an action or omission of the Contractor or any of its employees, and further to protect, hold harmless and indemnify the Department and State from any damages, loss, or claims due to or allegedly due to an act or omission of any subcontractor on the project.

Other than the above indemnifications, each party shall be liable for its own negligence.

1.18. LATE BIDS AND PROPOSALS

Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the Contractor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the Contractor at the expense of the Contractor or destroyed if requested.

1.19. PAYMENT TERM

All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the Department is allowed 30 days to pay such invoices. All Contractors may be required to provide banking information at the time of contract execution in order to facilitate state electronic funds transfer payments.

1.20. PREPARATION OF BIDS

Bids must be written in ink and/or typewritten on bid forms furnished herewith. Erasures and alterations must be initialed by the Contractor in ink. Verbal bids will not be accepted. Facsimile bids sent directly to the Department will not be accepted; however, facsimile bids sent to a third party and then delivered to the Department in a properly addressed, sealed envelope will be accepted. Bid quotations shall be considered firm for 30 days after the date of opening unless otherwise stated in writing within the bid package.

1.21. RECIPROCAL PREFERENCE

The State of Montana applies a reciprocal preference against a Contractor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see http://gsd.mt.gov/procurement/preferences.asp.

1.22. REFERENCE TO CONTRACT

The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

1.23. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at http://www.sos.state.mt.us

1.24. REJECTION OF BIDS

The Department reserves the right to reject any and all bids (wholly or in part) which fail to meet the terms, conditions and specifications of the bid package; or, are determined to be not in the Department's best interests; or, for which funding is not available. The Department reserves the right to reject bid proposals, waive technicalities, or advertise for new proposals. Bids will be firm for 30 days, unless stated otherwise in the text of this invitation for bid.

A written or verbal explanation regarding rejected bids may be obtained by contacting the Purchasing Services Section (406) 657-0274 in Billings.

1.25. SEPARABILITY CLAUSE

A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

1.26. SHIPPING

Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

1.27. SOLICITATION DOCUMENT EXAMINATION

Contractors shall promptly notify the Department of any ambiguity, inconsistency or error, which they may discover upon examination of a solicitation document.

1.28. TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

1.29. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED

Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual.

1.30. TERMINATION OF CONTRACT

Unless otherwise stated, the Department may, by written notice to the Contractor, terminate the contract in whole or in part at any time the Contractor fails to perform the contract.

1.31. UNAVAILABILITY OF FUNDING

The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

1.32. UNIT PRICE

Unless otherwise specified, the unit price for each line items must be provided in the appropriate space within the bid document. This shall be known as the "base" bid. The unit price for multiple items must be extended to reflect the total price for the quantity of items requested. Unless otherwise specified, the unit price shall prevail.

1.33. U.S. FUNDS

All prices and payments must be in U.S. dollars.

1.34. VENUE

This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

1.35. WARRANTIES

The Contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

2.0. GENERAL REQUIREMENTS

2.1. CONTRACT EXTENSION

This contract may, upon mutual agreement, be extended in one (1) year increments for a period not to exceed a total of three (3) years, [two (2) additional years]. This extension is contingent upon legislative appropriations and in no case may a contract run longer than three (3) years. Extension of this contract will be possible only by way of duplication of the terms, conditions and prices of the original existing contract. Any intention to extend the contract must be initiated in writing no later than forty-five (45) days prior to the termination date of the existing contract or termination date of a contract that has been previously extended.

2.2. CIVIL RIGHTS

NON-DISCRIMINATION NOTICE

During the performance of this Agreement, _Contractor_ (hereafter in this Section “the Party”), for itself, its assignees and successors in interest, agrees as follows:

A) COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

(1) Compliance with Regulations: The Party shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations (CFR), Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even if only state funding is here involved.

(2) Nondiscrimination: The Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Party shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Sec. 21.5.

(3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the Party for work to be performed under a subcontract, including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the Party of the Party's obligations under this Agreement and the Regulations relative to nondiscrimination.

(4) Information and Reports: The Party will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives.

Where any information required of the Party is in the exclusive possession of another who fails or refuses to furnish this information, the Party shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Party's noncompliance with the nondiscrimination provisions of this Agreement, State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,

(a) Withholding payments to the Party under the Agreement until the Party complies, and/or

(b) Cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: The Party will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Party will take such action with respect to any subcontract or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event the Party is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the Party may request the State to enter into the litigation to protect the interests of the State, and, in addition, the Party or the State may request the United States to enter into such litigation to protect the interests of the United States.

B) COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, SEC. 49-3-207, MCA

In accordance with Section 49-3-207, MCA, the Party agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

(1) The Party will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.

(2) The Party will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: **"The Party will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Party. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Party."**

(3) All video recordings produced and created under contract and/or agreement will be closed-captioned.

D) COMPLIANCE WITH PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS, 49 CFR PART 26

Each Agreement the Department signs with a Party (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The Party, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Party shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Party to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

2.3. AWARD

Award will be made to one Contractor whose valid bid meets all terms, conditions, specifications and dates as stated herein.

The prospective Contractor may take "exception" to bid terms, conditions, specifications and dates listed herein; or, the prospective Contractor may submit an "alternate" proposal. However, the Department reserves the right to disqualify any and all bids submitted which include either "exceptions" or "alternates." Additionally, the Department reserves the right to reject any and all bids if deemed to be in the Department's best interest.

The Department also reserves the right, due to reduced funding, due to failure of the successful contract to secure an approved air quality permit, or due to weather/seasonal consideration, to cancel all or any single or multiple project sites as referenced herein, if deemed in the Department's best interest.

3.0. SPECIAL PROVISIONS - CONTRACTOR PRODUCED PLANT MIX

3.1. CONTRACT AUTHORITY

The Purchasing Services Section Supervisor will be the contract authority and the contract will be administered by the Maintenance Chief or a District Administrator. The Maintenance Chief, based on mix design information, will determine the percent of oil to be added at each site.

3.2. AIR QUALITY

The Contractor is responsible for the air quality permit for hot plant operation and must meet the Department of Environmental Quality emission standards.

3.3. STANDARD SPECIFICATIONS

All references to the "Standard Specifications" shall be the Department's book entitled "Standard Specifications for Road and Bridge Construction", 2006 edition, <u>or as amended by current supplemental specifications.</u> Current supplemental specifications may be obtained at the following web site: ftp://ftp.mdt.mt.gov/contract/stdspec_sup.pdf

3.3.1. The following Standard Specifications Sections apply in their entirety:

a. Section 101

b. Section 702

3.3.2. The following Standard Specifications Articles apply in their entirety:

a. 102.02, 102.04 and 102.05

b. 105.01, 105.06, 105.07, 105.09, 105.10 and 105.11

c. 107.26

d. 108.01, 108.09 and 108.10

e. 109.01 and 109.08

f. 401.04, except for 401.04.5 and 401.04.6

g. 402.04

h. 411.04

i. 713.02 and 713.06

3.3.3. The following portions of Standard Specification Articles shall apply:

a. 105.12 (reference to 105.03 is to 105.03.1 only)

b. 106.01.3 (reference to 105.03 is to 105.03.1 only)

c. 109.04.3

d. 401.03.1, 401.03.2, 401.03.3, 401.03.4 and 401.03.5

e. 402.03.2(A), 402.03.3, 402.03.5(A)(C) and 402.03.6

f. 701.03.1 and 701.03

3.4. MATERIALS

3.4.1. The quantities for aggregate and bituminous materials will be shown for information purposes only. Estimated quantities will be provided for the aggregate and bituminous material. In all cases, estimated quantities of mixed material will be provided.

3.4.2. The type designated must meet the gradation requirements of either Plant Mix Surfacing Grade B, as per Standard Specification Article 701.03.2, or the ½ inch maintenance aggregate gradation as noted below. Other types and gradations my be specified or approved by the Maintenance Chief:

½" Maintenance Material

Sieve Size	Percent Passing By Weight
1/2"	100
3/8"	85 - 95
No. 4	54 - 70
No. 10	34 - 50
No. 40	16 - 25
No. 200	4 - 10

3.4.3. Asphalt materials furnished by the Contractor must meet the appropriate requirements of Standard Specification Section 702.

3.4.4. PG Graded Asphalt: In accordance with Standard Specification Table 702-9.

3.4.5. In all instances, hot plants and support equipment (cold feed loader, silos, storage or surge bins, etc.) will be furnished by the Contractor and the cost thereof will be included in mixing price per ton.

Contractor must calibrate the hot plant, prior to the start of work, to the satisfaction of the designated project manager. Hot plants must also meet the following requirements:

3.4.5.1. Amount (weight) of material produced will be measured in the following way:

3.4.5.1.1. Batch weights in automated batch plants will be permitted. Weight tickets shall be issued for each load if the plant is so equipped. If not, a batch counter shall be utilized. The Department will record the counter readings at the beginning and end of each day's production. The recorded weights will be accurate to within 0.5 percent of true weight and random loads may be required to be checked on approved commercial or Department owned scales.

3.4.5.2. Adequate personnel and support equipment shall be available to ensure an efficient operation.

3.4.5.3. Preparation of the aggregate shall be in accordance with Standard Specification Article 401.03.4.

3.4.5.4. Preparation of the bituminous mixture shall be in accordance with Standard Specification Article 401.03.5. Mineral filler, or anti-stripping additive, will not be used unless otherwise noted in the contract.

3.4.5.5. The Department will provide haul trucks unless otherwise specified in the specifications for work.

3.5. METHOD OF MEASUREMENT

The completed mix will be measured by the ton on approved scales after all mixing is complete. The pay weight will include all mixed ingredients, including mineral filler if specified. If a batch plant is used, the total weight will be determined by combining the weights of the ingredients.

3.6. BASIS OF PAYMENT

3.6.1. Completed mix, accepted by the Department will be paid for at the contract unit price per ton. This price and payment shall be full compensation for furnishing all labor, tools, equipment and incidentals necessary to produce the mix.

3.6.2. Any batch or load of mix that contains a quantity of bitumen varying more than 0.5 of one percent from the percentage established by the Maintenance Chief may be rejected and no payment shall be allowed by reason thereof. The oil percentage will be determined by meter readings, material weights or measuring device calibrated to determine oil quantities in storage tanks.

4.0. DISCREPANCY OR GRIEVANCE

In the event of a discrepancy or grievance on the part of the Contractor or the Department, the affected party will make a written request for a hearing to the Purchasing Services Section Supervisor. This request must be made, in writing, no later than 30 days after the disagreement, questions or dispute has arisen. Upon receipt of the written request, a hearing date will be scheduled at the earliest possible convenience of all affected parties. A hearing committee will consist of the Contractor and Department representatives to include the Maintenance Division Administrator, Administration Division Administrator and the Chief Operations Officer(s). As this is not intended to be an adversarial meeting, but a problem-solving one, it is recommended that no party be represented by legal counsel at the hearing. Any resolution decided on as a result of this hearing will be binding for all parties involved.

Contractor must notify the Purchasing Services Section Supervisor a minimum of 5 working days prior to the meeting if their legal counsel will be attending the meeting. If Contractor is to be represented by legal counsel and the Department's legal counsel is not available for the initially scheduled meeting, then the meeting will be rescheduled.

CONTRACT INFORMATION

PROJECT SITE: CONTRACTOR'S PLANT HELENA AREA

SPECIFICATIONS FOR WORK:

Contractor shall provide all labor, equipment, materials and incidentals necessary to produce approximately 150 tons of various asphalt mix material on an as-needed-basis. Contractor will provide PG 64-22 or PG 58-28 asphalt, aggregate material and hydrated lime. Aggregate may be 3/8", 1/2" Maintenance or 3/4" Grade D. The mix material will be picked up at the Contractor's plant by the Department on an "as-needed" basis during the 2010 calendar year. The Department will provide the haul trucks and pick up the mix material at the Contractor's plant.

CONTACT PERSON: TONY STRAINER PHONE NUMBER: (406) 444-6399

CONTRACT DATE: 2010 CALENDAR YEAR

QUANTITY SHEET

Item & Description	Unit of Measure	Quantity	Unit Price	Total Price
3/8" Mix Asphalt Material	Per Ton	0 .0	$ _____	$ _____
3/4" Mix Asphalt Material	Per Ton	0.0	$ _____	$ _____
1/2" Maintenance Mix Asphalt Material	Per Ton	0.0	$ _____	$ _____
			GRAND TOTAL:	$ _____

Plant Location: _____

Contractor agrees to produce the specified plant mix at the price quoted for the duration of the contract. The Department will pick up the material on an "as needed basis" at the Contractor's plant.

CONDITIONS OF BID DISQUALIFICATION:

Failure on the part of the Contractor to display Invitation for Bid #HWY-309502-RP on the outside of the envelope containing a sealed bid will result in bid disqualification.

HAVE YOU REMEMBERED TO:

- Check our website for the latest addendum to the IFB
- Sign and return each addendum as required
- Properly identify return envelope
- Sign your bid on the front page
- Initial any bid changes you made
- Review and complete all requirements listed herein to ensure compliance

MDT attempts to provide accommodations for any known disability that may interfere with a person participating in any service, program or activity of the Department. Alternative accessible formats of this information will be provided upon request. For further information call Richele Parkhurst at (406) 657-0274 Voice or 1-800-335-7592 TTY or TTY (406) 444-7696.

Method for Determination of Aggregate Moisture Content for Maintenance Mixing Contracts

PURPOSE: This procedure is to be followed when sampling and testing aggregate for moisture content. Stockpile samples are to be evaluated using this procedure. The value calculated shall be used to determine the price correction for moisture in a stockpile exceeding 5% as per Special Provision 9 F.

EQUIPMENT: Metal one-gallon airtight paint can. Scale with a minimum 5,000-gram capacity -- plus or minus ½ gram accuracy. *Drying oven set at 230 to 300 degrees Fahrenheit. Drying pan or pans. Minimum 4' x 6' tarp made of non-absorbent material. One 5-gallon sampling bucket with cover.

* Optional drying may be performed using a ventilated microwave oven in accordance with AASHTO T 255-90. The moisture content P will be the value used for the price adjustment in this case.

TEST FREQUENCY: Each stockpile will be sampled only once at the start of mixing operations. No additional samples will be taken unless a changed condition is encountered. If a changed condition is encountered, the stockpile will be re-tested and the mixing price adjusted to reflect the most current test results.

SAMPLING PROCEDURE: If a trap with load-out belt is used to feed the plant, samples shall be taken in three equal increments from the stopped belt, or approved automatic sampling device, and combined to make a sample of at least 40 pounds. Samples shall not be taken until production has been continuous for at least 45 minutes.

If a loader is used between the stockpile and cold-feed, the loader will be used to develop a small sampling pile comprised of materials drawn from various levels and locations in the main pile, after which, several increments may be combined to obtain a 40-pound sample. The locations that will be sampled by the loader will be determined by the Department.

Every effort should be made to prevent the samples from drying out by sampling in the cool part of the day and by placing the sample portions into the 5-gallon bucket and immediately replacing the cover.

When the necessary quantity of aggregate has been obtained, reduce the composite sample on the tarp to approximately 8 pounds by quartering. Seal it in the pre-weighed one-gallon paint can. Work as quickly as possible in a cool location to prevent excessive moisture loss.

As soon as possible, weigh the can and material. Pour the aggregate into the drying pans. Heat the sample to 230 - 300 degrees Fahrenheit for at least one hour, stirring occasionally to speed drying. Weigh the sample. Dry the material for another hour and re-weigh to check if it is dry. The sample is dry when constant weight is achieved; when there is less than 1 gram of weight change in 60 minutes of heating. Repeat the heating/weighing process until the sample is completely dry. To ensure the can is also dry, heat it in the oven unsealed. After the can and aggregate have cooled, re-weigh both to the nearest 0.5 grams and calculate the moisture content of the sample as follows:

$$M = \frac{W - D}{D - C} \times 100$$

Where: M = percent of moisture
W = weight of wet sample and container
D = weight of dry sample and container
C = weight of container

The percent of moisture -- M -- is the value that will be used to determine the price adjustment for "Mix Asphalt Material" as per Special Provision 9