ADVERTISEMENT FOR BIDS

Teton County, Idaho Dust Control 2013

The County of Teton in the State of Idaho ("County") is soliciting responses to this request for bids (RFB) for the supply and application of dust control products to gravel roads in Teton County. Proposals will be accepted at the Teton County Engineer's Office until 10:00 AM, local time, April 4, 2013. The Sealed Bids will be opened publicly at 10:00 am, April 4, 2013 at the Teton County Courthouse.

The Bid Requirements will be available March 14, at the Teton County Recorder's Office at 150 Courthouse Drive, Driggs, Idaho, 208-354-0245. Electronic copies of the Bid Requirements will be posted on the County Website: www.tetoncountyidaho.gov

The Contractor shall comply with all fair labor practices and must meet the requirements of State statutes.

In determining the lowest responsive bid, the County will consider all acceptable bids on a basis consistent with the bid package. The County will also consider whether the bidder is a responsible bidder.

Before a contract will be awarded for work contemplated herein, the County will conduct such investigation as is necessary to determine the performance record and ability of the apparent low bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the County to evaluate the Bidder's qualifications.

No Bid may be withdrawn after the scheduled time for the public opening of the bids specified above.

The County reserves the right to reject any or all Bids received, to waive informalities, to postpone the award of the contract for a period of not to exceed sixty (60) days, and to accept the lowest responsive and responsible Bid which is in the best interest of Teton County.

INSTRUCTIONS TO BIDDERS

Modified from

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

For The

Teton County, Idaho Dust Control 2013

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACTS

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered (County Engineer, 150 Court House Drive, Driggs ID 83422).

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office. Unless otherwise indicated in the Instructions to Bidders, the deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within 30 days after opening of Bids.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license or grant for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, within 10 days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

A. Evidence of Bidder's ability to obtain authority to do business in the state where the Project is located.

3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

3.03 Idaho Code 54-1902 requires Bidder and subcontractors to have the appropriate Public Works Contractor's License to submit a Bid or proposal for this project.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. DELETED

E. DELETED

F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

G. promptly give Owner/Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.02 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 Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

5.01 DELETED

ARTICLE 6 – SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days

prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 – BID SECURITY

8.01 DELETED

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which, or the dates by which, [Milestones are to be achieved and] the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

12.01 DELETED

12.02 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

12.03 DELETED

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Owner.

13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item and unit price item listed therein. In the case of optional alternatives the words "No Bid," "No Change," or "Not Applicable" may be entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. ~~The corporate seal shall be affixed and attested by the secretary or an assistant secretary.~~ The corporate address and state of incorporation shall be shown.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown. Include evidence of authority to sign.

13.08 All names shall be printed in ink below the signatures**.**

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.11 DELETED

13.12 The Bid shall contain evidence of Bidder's authority and qualification to do business in Idaho. Bidder's Idaho Public Works Contractor License Number shall also be shown on the Bid form.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 *Unit Price*

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price.

C. Discrepancies between 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 thereof will be resolved in favor of the correct sum.

14.02 *Allowances*

A. DELETED

14.03 *Completion Time Comparisons*

A. Bid prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in Article 9 above.

ARTICLE 15 – SUBMITTAL OF BID

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the following documents:

15.02 A Bid shall be submitted no later than April 4, 2013 at 10:00 AM and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "DUST CONTROL BID ENCLOSED." A mailed Bid shall be addressed to Teton County Engineer, 150 Courthouse Drive, Driggs, ID 83422.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

~~16.02 DELETED~~

16.03 Relief from Bids. (a) If an awarding authority for the public entity determines that a Bidder is entitled to relief from a Bid because of mistake, the authority shall prepare a report in writing to document the facts establishing the existence of each element required in Section 54-1904C, Idaho Code. The report shall be available for inspection as a public record and shall be filed wit the public entity soliciting bids. (b) A Bidder claiming a mistake satisfying all the conditions of Section 54-1904C, Idaho Code, shall be entitled to relief from the Bid and have any Bid Security returned by the public entity. Bidders not satisfying the conditions found in Section 54-1904C, Idaho Code, shall forfeit any Bid Security. Bidders failing to execute a Contract and not satisfying the conditions of a mistake shall also forfeit any Bid Security.

16.04 Grounds for Relief. The Bidder shall establish to the satisfaction of the public entity that:

a) A clerical or mathematical mistake was made;

b) The Bidder gave the public entity written notice within five (5) calendar days after the opening of the bids of the mistake, specifying in the notice in detail how the mistake occurred; and

c) The mistake was material.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, 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.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid. and

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 – SALES AND USE TAXES

22.01 Owner is exempt from Idaho state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid. Refer to Paragraph 6.10 of the Supplementary Conditions for additional information.

ARTICLE 23 – RETAINAGE

23.01 DELETED

ARTICLE 24 – PARTNERING

24.01 Owner intends to participate in a partnering process with Contractor. The objectives of the process will be to achieve effective and efficient performance of the Work and completion of the Work within the Contract Price and Contract Times, all in accordance with the Contract Documents.

BID FORM

Teton County, Idaho Dust Control

2013

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Teton County Idaho
Attn: County Engineer
150 Courthouse Drive
Driggs, ID 83422

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of ~~all~~ which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

C. DELETED

D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

E. DELETED

E. DELETED

F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

G. Bidder has given Engineer/Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Estimated Bid Price
1	Liquid Magnesium Chloride	Gallons	112,000	$	$
	Total of All Bid Prices				$

Bid prices listed shall include all applicable taxes and fees.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete on or before June 27, 2013.

6.02 Bidder agrees to comply with Idaho Code 44-1001 through 44-1005, regarding employment of Idaho residents.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Bidder shall include in his Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract;

B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

C. State of Idaho Public Works Contractor's License No.: _____

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability):_____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Idaho is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____(SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

_____

Phone No. _____ Fax No. _____

E-mail _____ _____

SUBMITTED on _____, 20____.

Idaho Public Works Contractor License No. _____.

TETON COUNTY IDAHO
DUST CONTROL
SPECIFICATION

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Dust Control

PART 2 MATERIALS

2.1 Magnesium Chloride

A. Magnesium chloride dust palliative shall consist of a magnesium chloride base agent, water, and other enhancement or non detrimental ions. The chemical analysis shall conform to the following:

Chemical Constituents	**Percent by Weight**
Magnesium Chloride ($MgCl_2$)	30 to 35
Enhancing or Non detrimental Ions	0 to 5
Water	65 to 72

B. This product shall meet applicable regional, state and federal requirements for products applied to road surfaces.

C. It is the responsibility of the Contractor to provide test data certifying compliance with the specifications prior to the start of the project. Also jobsite samples may be tested by County any time during the project.

D. Three weeks prior to the first application the Contractor shall supply a sample of the product to Teton County for testing.

2.2 Equipment

A. Contractor shall provide equipment for uniformly applying material. The distributor and equipment shall be capable of uniformly distributing material at uniform pressure on variable widths of surface at readily determined and controlled rates from 0.20 to 0.6 gallons per square yard. The allowable variation from any specified rate shall not exceed plus or minus 0.02 gallon per square yard. Distributor equipment shall include a tachometer, pressure gages, and accurate volume measuring devices or a calibrated tank. Distributors shall be equipped with adjustable spray bars.

PART 3 WORKMANSHIP

3.1 Delivery

A. County will communicate with Vendor's designated representative at least 5 days prior to the next application date with quantities needed, time of delivery, location and any other pertinent information. The Application Schedule represents the typical order of applications per day that

the material is applied and will be followed as closely as possible. Inclement weather will dictate when applications are postponed or changed.

B. Application Schedule: An application schedule will be determined and agreed upon by the County and the contractor after the Bid is awarded and will be included in the contract documents. The Application Schedule represents the typical order of applications per day that the material is applied and will be followed as closely as possible. Inclement weather will dictate when applications are postponed or changed.

3.2 Application

A. The County will be responsible for preparing and processing the roadbed before and after the application of Magnesium Chloride.

B. The contractor shall place the specified amount of Magnesium Chloride solution on the road surface in an accurate manner with a pressurized spreader bar. Applications will vary from .3 gallon/sq. yard to .50 gallon/sq. yard. All applications requiring a final coverage of 0.4 gallons/sq. yard or greater shall be applied in two equal applications. The application procedure will be determined on a case by case basis by a representative of the County.

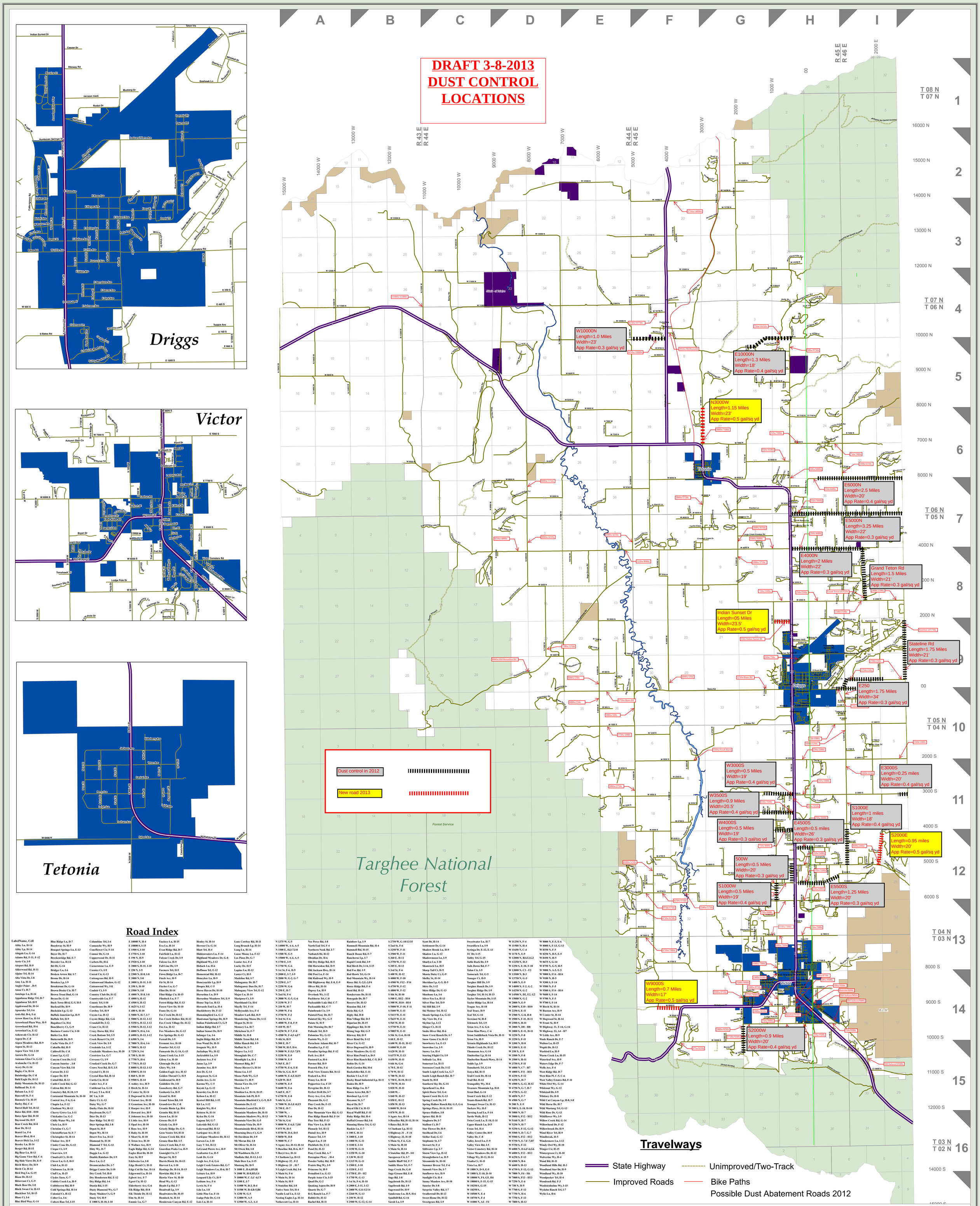
C. The County reserved the right to test and verify the application rate at any time before, during, or after the application of Magnesium Chloride. If the applied rate does not meet the required application rate with the tolerances specified in 2.2 A the contractor shall immediately stop work and until the correct application rate is achieved. The contractor is responsible for achieving the correct application rate.

PART 4 MEASUREMENT AND PAYMENT

4.1 The material will be measured and paid in gallons and square yards applied. The County estimates 112,000 gallons of Magnesium Chloride will be applied to approximately 25 miles of roadway. The application rate for approximately 7 miles of roadway will be 0.4 gallon/sq. yard, 4 miles will be 0.5 gallons/sq. yard, and 14 miles will be at 0.3 gallons/sq. yard. The estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents

4.2 Penalties: The contractor shall be penalized by the following amount should the tests fail as stated above. The contractors payment for applying dust control, that does not meet the minimum dust palliative will be reduced by 130% of the prorated amount of dust palliative actually applied. Example: The contractor applies a solution that was specified to be a minimum of 30% dust palliative and tests return that only 25% dust palliative was actually applied. A 5% lower solution is 17% lower concentration than the original 30% that was bid. 130% of 17% equates to a 22% reduction in payment.

END OF SECTION



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W 5750 N, E-7,F-7,H7
W 5750 S, F-12
W 6000 N, D-6,F-6,G6
W 6000 S, F12 - H12
W 6250 S, F-13
W 6500 N, H-6
W 6600 N, H-13
W 6750 S, F-13, G-13
W 7000 N, F6 - H6
W 7000 S, F13 - H13
W 7250 N, E-6
W 750 N, H-9
W 7700 S, F-13
W 7750 N, H-6
W 7750 S, F-13
W 7800 S, H-13
W 8000 N, E-5, E-6
W 8000 S, F-13, G-13
W 8150 N, F-5
W 8250 N, D-5, E-5
W 8450 N, H-5
W 8675 S, G-14
W 8750 N, G-5, H-5
W 9000 N, A-5, E-5
W 9000 S, F14 - H14
W 9100 N, H-5
W 9300 S, F-14
W 9500 N, F-5
W 9500 S, F14 - H14
W 9600 S, F-14
W 9700 N, F-5
W 9700 S, F-14
W Birch St, H-14
W Buxton Ave, H-9
W Center St, H-14
W Dogwood St, H-14
W Front St, H-9
W Highway 31, F-14, G-14
W Highway 33, A4 - H7
W Little Ave, H-9
Wade Ranch Dr, F-7
Walton Ln, H-15
Wapiti Dr, H-13
Warbird Ln, H-9
Warm Creek Ln, H-15
Waterleaf Ave, H-9
Waters Edge Dr, F-7
Wells Ave, F-4
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West Rim Pl, C-5, C-6
West Valley Estates Rd, F-11
White Owl Wy, G-14
Whitetail Wy, G-12
Whitetail Dr, I-9
Whitney Dr, H-8
Wild Cat Canyon Lp, H-8, I-8
Wild Horse Dr, H-7
Wild Mustang Trl, G-13
Wild Rose Dr, G-13
Wildflower Wy, I-9
Willow Creek Rd, G-14
Willowbend Dr, F-12
Willowbrook Dr, H-9
Wind River Trl, H-9
Windbreak, H-5
Windermere Ln, I-12
Windy Owl Wy, H-10
Winger Cir, H-15
Wintergreen Ct, H-10
Wolverine Wy, H-4
Wood Rd, H-11
Woodland Hills Rd, H-3
Woodland Star Dr, H-9
Woodland Wy, H-10
Woodpecker Trl, H-4
Woodrush Rd, F-3
Woolstenhulme Wy, I-15
Wydaho Ranch Trl, I-7
Wylie Ln, D-6

Travelways

- State Highway
- Unimproved/Two-Track
- Improved Roads
- Bike Paths
- Possible Dust Abatement Roads 2012

TETON COUNTY, IDAHO TRANSPORTATION MAP

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0 0.5 1 2 Miles

0 1 2 4 Kilometers

STATE OF IDAHO TETON COUNTY ESTABLISHED 1915

GIS TETON COUNTY - IDAHO GEOGRAPHIC INFORMATION SYSTEMS