

**Proposed Specification Revisions
June 25 2026 Specifications**

The Department is proposing revisions to 15 Standard Specifications. These proposed revisions will be out for comment during the month of April 2026.

Red = added text; Green = ~~deleted text~~

Comment period ends April 30th.

Pdf document allows commenting

Contents

102.07 Bidding Requirements 2
103.10 Subcontractor Report..... 3
102.11 Withdrawal Of Proposals 4
105.03.2 Items Designated for Acceptance on a Lot Basis (Quality Assurance)..... 5
105.04 Coordination Of Contract Provisions 5
106.02.3 Contractor-Furnished Sources 5
551 Concrete 6
559.02.4 Splicing Piles 6
605 Concrete Barrier Rail..... 7
608.03.2 Concrete 9
619.04.3 Treated Timber Poles and Posts..... 9
703.04 Standards And Posts 9
Section 205 Crossover Construction 10
618 Special Provisions- Smart Workzones 12
Errata..... 15
DIVISION 150 Alternative Contracting..... 16

THERE ARE NO DETAILED DRAWING UPDATES

102.07 Bidding Requirements

B. Bidding Requirements. Ensure bids submitted using the EBS format contain a Proposal guarantee, an EBS generated Proposal, Schedule of Items, and DBE and SBE requirements when applicable.

Written changes to the Schedule of Items, or a bidder's non-submission of every page from the AASHTOWare Project Bids™ EBS file, (including all Schedule of Items pages, **Bidders List page** and all DBE and SBE pages), automatically renders the bid non-responsive, and the bid will not be read or considered.

No changes to the remainder of Subpoint B.

C. Determination of Bid Responsiveness. Bids are opened at the designated time and inspected to determine if the following requirements are met:

1. Schedule of Items. Unit Prices are provided for all required bid items. A complete and verifiable Schedule of Items is provided. ~~Each sheet of the Schedule of Items must contain the same check number, to ensure that the unit bid prices correspond with the total. There are no written changes to the Schedule of Items.~~

5. Bidders List. The bidders list file must be attached and include the required information for the prime contractor, subcontractors and suppliers that provided a quote for this project, as outlined in 49 CFR 26.11.

102.08 REJECTION OF BID PROPOSALS

A Proposal is considered irregular and may be rejected as non-responsive for any of the following:

3. Failure to provide a Bidder's List.

Reason: adding requirement for bidding submittals

103.10 Subcontractor Report

103.10 ~~SUBCONTRACTOR REPORT~~ RESERVED

~~No later than 6 calendar days after the date of bid opening (the date of bid opening to count as the first full day), the apparent low bidder must submit to ECOS, during its regular work hours, a fully completed Subcontractor Report (form MDT-CON-102-8) documenting all responding subcontractors, and the work quoted. Include the quoted amount for each subcontractor to be used. If no work is subcontracted, submittal of form MDT-CON-102-8 is still required. If the 6th day is a holiday, turn the documentation in earlier. The DBE commitment information in Expedite must still be reported. The information provided on this form will only be used for reporting at the time of letting.~~

~~The bid proposal may be considered non-responsive and rejected if the above form(s) are not submitted within the required time frame.~~

~~Reason: removed due to report is now in the bid submission tab.~~

102.11 Withdrawal Of Proposals

Submit withdrawal requests to ECCS before the time set for opening bid proposals. A bidder may withdraw any Proposal using EBS, ~~in person, through an authorized agent~~, or by submitting the ~~Withdrawal of Proposal~~ **Bid Withdrawal form** to ECCS via email (mdteccs@mt.gov) before any bid Proposal on that project is opened.

If a bidder discovers a material (factual, not judgmental) mistake in its bid after the bids have been opened, the bidder understands and agrees that it may either perform the contract as originally bid or request permission from the Department to withdraw its bid.

The request must be received by ECCS no later than 4:30 p.m. 2 business days after the day of the bid opening (not counting the day of the opening). The ~~notice request~~ must be ~~by a notarized affidavit, under penalty of false swearing,~~ **made on a form provided by the Department**, signed by the bidder and accompanied by all worksheets used in the preparation of the bid, requesting relief from forfeiture of the bid bond and the responsibilities of award. The ~~affidavit request~~ must describe the specific error(s), how they were made and who made them, and must certify that the worksheets provided are those that were used in preparing the erroneous bid.

The Department will review the request to determine if a mistake occurred, was material and factual, and whether the bid should be allowed to be withdrawn. If the Department does not concur in the error or determines that the error has not been sufficiently proven, it may recommend awarding the contract. If the bidder refuses to execute the awarded contract as it was bid, the bid bond will be forfeited as stated under [Section 18-1-204 MCA](#).

Reason: clean up

105.03.2 Items Designated for Acceptance on a Lot Basis (Quality Assurance)

Add as last paragraph

The Project Manager may allow the adjustments to be made without halting production.

Request Quality Assurance test results or data in writing.

Reason: *clarification for communication and correspondence with receiving test results*

105.04 Coordination Of Contract Provisions

All documents referred to in Subsection 101.03 (Contract) are essential parts of the contract, and a requirement occurring in one is binding as though occurring in all. They are complementary and describe and provide for a complete contract. If a discrepancy exists, the governing ranking is:

Dimensions

1. Plan
2. Calculated
3. Scaled

Information

1. "Question and Answer Forum" Information
2. Special Provisions
3. Table of Contractor Submittals
4. Plans
5. Standard Specifications
- ~~6. Supplemental Detailed Drawings~~
7. Detailed Drawings

Reason: *no longer have supplemental Details*

106.02.3 Contractor-Furnished Sources

- A. Borrow Source Approval. 85%, rounded to the next highest whole number, of the samples taken from the source(s) must meet ~~the R-value and/or~~ the soils classification specified in the contract.

Reason: *Department no longer specifies R-value.*

551 Concrete

551.03.2 Composition of Concrete

D. Class Drilled Shaft.

4. Self-consolidating concrete may be used for drilled shaft mix designs. When used, meet the above requirements and those of Subsection 551.03.2 ~~(G)~~ (A)(8)(c).

551.03.8 Testing and Acceptance of Concrete

C. Acceptance of Concrete.

2. Class Pre Concrete. Class Pre concrete is evaluated for acceptance **for air entrainment and** on a lot-by-lot basis based on the average of the 28-day compressive strength cylinders and variation in test results as measured by the standard deviation.

Reason: *correction and clarification*

559.02.4 Splicing Piles

When directed by the Project Manager, splice piles driven to plan grade that do not obtain the required driving resistance and continue driving until the required bearing resistance is obtained. Weld steel pile in accordance with ~~AWS D1.5 requirements~~ **Subsection 624.03.1**. Use 10-foot minimum spacing for steel pile splice welds. When steel piles are driven less than 10 feet below the cutoff elevation specified, use 1 splice to obtain the required cutoff elevation.

Reason: *cleanup*

605 Concrete Barrier Rail

605.03.6 Curing Concrete Barrier Rail

Cure concrete barrier rail in accordance with Subsection 551.03.7. Apply ~~liquid membrane forming curing liquid cure and seal~~ compound immediately after form removal. Furnish material in accordance with Subsection 717.01.4 requirements.

Reason: cleanup conflicting requirement as stated in 717.

Add Special Provision for Temporary Barrier Rail to Section 605.

605.01 DESCRIPTION

This work is the construction and installation of **temporary and permanent** concrete barrier rail.

605.02 MATERIALS

A. **Concrete Barrier.** Furnish materials in accordance with the following section and subsection:

Linear Delineation System	<u>704.04</u>
Reinforcing Steel	555 and <u>711.01</u>

B. **Temporary Alternative Designs.** Alternative barrier design meeting NCHRP-350 or MASH TL-3 crash testing may be used. Submit proof of crash testing compliance 14 calendar days prior to installation.

605.03.14 Temporary Barrier Rail. Furnish, install, maintain, and remove temporary barriers as required by the contract and manufacturer's instructions. Terminate the ends of temporary concrete barrier with a temporary impact attenuator or with approved blunt end protection as stated in the contract. Blunt end protection not shown on the plans is at the Contractor's expense.

Place 3" x 4" retroreflective markers every 10' on the top of the temporary rail. Chip Seal tabs and raised rigid pavement markers are prohibited. Ensure reflective markers are in place on existing barrier rail and/or guardrail adjacent to temporary rail.

When required by the contract, anchor the barrier in accordance with the Detailed Drawings.

605.04.2 Temporary Barrier Rail

Temporary barrier rail will be measured by the foot of barrier placed to protect or channelize traffic as specified in the plans. Transition pieces are incidental to the temporary barrier rail bid item. Temporary impact attenuators will be measured for payment. Loading the barrier on a trailer or transport to move it to a new location or set up will be paid for as a new installation.

605.04.2 Reset Temporary Barrier Rail

Reset temporary barrier rail is measured by the foot and includes the complete reinstallation and removal of a temporary barrier that was previously installed and moved to a new installation or location. Using equipment or manpower to push, pull, lift, drag, or otherwise move the barrier rail to a new location or set up is defined as a reset.

605.04.2 Temporary and Reset Barrier Rail - Anchored

When required by the contract, anchored barrier rail is measured by the linear foot of barrier placed.

605.04.2 Temporary Impact Attenuator

Temporary end protection is measured in accordance with Subsection 606.04.8.

Installation or resetting of temporary barrier rail required by the Contractor's operations and not shown on plans, or the repair or replacement of temporary barrier rail damaged by the Contractor, will not be measured for payment. Removal and replacement of installations damaged by traffic will be measured for payment.

605.05 BASIS OF PAYMENT

Payment for the completed and accepted quantities is made under the following:

<u>Pay Item</u>	<u>Pay Unit</u>
Concrete Barrier Rail	Each
Concrete Barrier Rail Transition	Each
Concrete Barrier Rail Terminal Section	Each
Remove Concrete Barrier Rail	Each
Temp Barrier Rail	LNFT
Temp Barrier Rail- Anchored	LNFT
Rest Temp Barrier Rail	LNFT
Rest Temp Barrier Rail – Anchored	LNFT

Reason: Standard Special Provision – adding to Std Specs. Bid items added to the SOI will define what is required for the contract.

608.03.2 Concrete

Furnish and place concrete in accordance with Section 551.

Place reinforcing steel as specified.

Dampen the foundation and forms immediately before placing concrete.

Do not place concrete on a frozen foundation course or subgrade.

Construct sidewalks in accordance with Subsections [501.03.15](#) and [501.03.16](#). For PCCP and sidewalks subject to traffic loads (i.e., approaches) refer to Subsection [501.03.13](#) before opening to traffic.

Apply cure immediately upon completing the broom finish. Apply cure in accordance with Subsection 551.03.7.

Reason: clarification

619.04.3 Treated Timber Poles and Posts

Treated timber poles and posts are measured by the ~~foot in even 2-foot increments~~ each. ~~When the measurement falls between increments, the measured length for payment is the next higher 2-foot increment.~~

619.05 BASIS OF PAYMENT

Pay Item	Pay Unit
Timber Sign Post	Foot each

Reason: will pay timber sign posts by the each

703.04 Standards And Posts

703.04.1 General

B. Luminaire Standards.

Furnish 4 high strength steel anchor bolts with headed ends at the bottom ~~with~~ for each shaft. Furnish anchor bolts with a minimum 6 inches of the bolt threaded at the top as shown in the Detailed Drawing. Size the anchor bolt in accordance with the shaft manufacturer's recommendations.

Reason: modified to help prevent failures. The drawings will be shown in the Plan Sheets.

Section 205 Crossover Construction

205.01 DESCRIPTION

This work is the construction and maintenance of crossovers as specified in the Contract.

205.02 RESERVED

205.03 CONSTRUCTION

A. General. Construct crossovers and include necessary culverts at the locations shown on the plans. Furnish traffic control in accordance with Section 618.

Remove topsoil from the construction area in accordance with Subsection 203.03.6. Store the topsoil in a manner that does not pose a hazard or impede drainage.

Perform grading operations in accordance with Section 203.

Place the crushed aggregate course and plant mix surfacing to the limits and thicknesses specified in the contract. Perform work associated with crushed aggregate course placement in accordance with Section 301. Perform plant mix surfacing operations as specified elsewhere in the contract.

Sign, stripe, and place traffic control devices necessary for crossover operation as specified in the contract.

Maintain crossovers in a manner that provides the traveling public with a safe and smooth riding surface. Failure to maintain crossovers in a manner that provide the traveling public a safe and smooth riding surface is cause for the Project Manager to suspend work until corrective actions are completed. All costs associated with delay in the suspension is the Contractor's responsibility.

B. Crossover Close. Furnish and install NCHRP 350 approved cable rail across the crossovers.

C. Crossover Remove. Remove and dispose of all embankment and surfacing materials from the median. Grade the median to approximately match its original contours and restore the drainage path that existed prior to crossover construction.

Within 5 calendar days of completion of the crossover or the removal of the crossover, place salvaged topsoil on disturbed areas in accordance with Subsection 203.03.6. Do not overly compact the replaced soils. Reclaim the area in accordance with the Crossover Reclamation requirements.

D. Crossover Reclamation. Salvage topsoil and reclaim all disturbed areas that resulted from installing and/or removing crossovers.

Drill seed with the seed mixture within 14 calendar days after topsoil replacement, regardless of the time of year.

205.04 METHOD OF MEASUREMENT

205.04.1 Crossover, Construct, Maintain, and Close

Crossover, Construct, Maintain, and Close will be measured per each. Traffic Control Devices required for crossover construction, maintenance, and closure are incidental to the item and not measured for payment.

205.04.2 Crossover, Construct, Maintain, and Remove

Crossover, Construct, Maintain, and Remove will be measured per each. Traffic Control Devices required for crossover construction, maintenance, and removal are considered incidental to the item and not measured for payment.

205.04.3 Crossover reclamation.

Crossover reclamation is measured per each crossover.

205.05 BASIS OF MEASUREMENT

Payment for the completed and accepted quantities is made under the following:

<u>Pay Item</u>	<u>Pay Unit</u>
Crossover, Construct, Maintain, and Close	Each
Crossover, Construct, Maintain, and Remove	Each
Crossover Reclamation	Each
Ramp Crossover	Each

Reason: Combination of 3 Standard Special Provisions for Crossover Construction. The Reclamation Special will be modified to still show the seed mixtures.

618 Special Provisions- Smart Workzones

Will be added as new Subsections to 618

618.03.18 End of Queue Detection

- A. End of Queue Detection and Warning. Furnish, install, maintain, adjust, and remove smart work zone technology to warn traffic of slow or stopped traffic. Install this system at locations upstream of the interstate lane closure taper at locations approved by the Project Manager.
1. Install radar sensors at the following signs: W4-2 and both W3-5's.
 2. Install a variable message board capable of displaying messages based on the input from the sensors 1500 feet from the estimated max queue location.
 3. Adjust the radar sensors and message boards accordingly to protect the end of the queue.
 4. Provide an online dashboard capable of showing the systems function and performance in real time; including but not limited to:
 - a. Traffic speed at the individual sensors.
 - b. Battery life.
 - c. System connectivity; and
 - d. Message displayed on the variable message board. The following table lists the approved messages to display for each condition:

Table 618-x
End of Queue Messages

Average Speed at W4-2	VMS Phase 1	VMS Phase 2
Free flow Speed	Single Ln Traffic Ahead	Road Work Ahead
< 45 MPH	Slow Traffic Ahead	Prepare to Stop
< 10 MPH	Stopped Traffic Ahead	Prepare to Stop
Traffic Stopped at any Sensor	Stopped Traffic Ahead	Prepare to Stop
Fail Safe Mode	Flashing Caution	Flashing Caution

- B. Requirements. The system must provide the following:
- A failsafe system if communications go down or a fault is detected in the system for more than 2 minutes.
 - A system that will revert to a failsafe mode in which the message board displays the message shown above.
 - A network extender if installed in areas with little or no cell network coverage.
 - Speed data from sensors at the request of and no cost to the Department.
- C. Portable variable message signs. Furnish portable variable message signs that can execute the requirements set forth above. Furnish VMS that meet MUTCD requirements including 18" character height.
- D. Non-intrusive sensors. Furnish sensors that are portable, non-intrusive, capable of recording speed, detect traffic over multiple lanes, detect stopped traffic, and maintain performance in all weather conditions.

Sensor and message board locations must be included in the traffic control plan and approved by the Project Manager.

If a safe and visible installation location cannot be found, construct a pad that provides a safe, level location to install the message board adjacent to traffic.

E. Method of Measurement.

1. Traffic Control – Unit Bid Item. Smart Work Zone Systems are measured by each system per day. One system is defined as one message board and 3 sensors. Payment will be for one system at a rate of 500 units per day. This item will be paid under group 37 of the Traffic Control Rate Schedule.
2. Traffic Control – Lump Sum or Traffic Control – Day Bid Item. Smart Work Zone Systems will be included in the unit cost for Traffic Control Lump Sum or Day bid item.

618.03.18 Smart Workzone Walkback Flagger Replacement

A. End of Queue Detection and Warning. Furnish, install, maintain, adjust, and remove smart work zone technology to replace the walk back flagger. Install this system at flagging or signal control operations where a minimum of 10 vehicles are stopped at the location for more than 50% of the time or when sight distance to the signal or flagger is impaired.

1. Install radar sensors at the following signs: W3-3, R2-1, and W3-5.
2. Install a variable message board capable of displaying messages based on the input from the sensors 1500 feet from the estimated max queue location.
3. Adjust the radar sensors and message boards accordingly to protect the end of the queue.
4. Provide an online dashboard capable of showing the systems function and performance in real time; including but not limited to:
 - a. traffic speed at the individual sensors.
 - b. battery life.
 - c. system connectivity; and
 - d. message displayed on the variable message board. The following table lists the approved messages to display for each condition:

Table 618-x

End of Queue Messages

Average Speed at R2-1	VMS Phase 1	VMS Phase 2
when system is not in use.	Project specific safety message	
> 35 MPH	Signal (or Flagger) Ahead	Reduce speed Ahead
< 34 MPH	Stopped Traffic Ahead	Prepare to Stop
Traffic Stopped at any Sensor	Stopped Traffic Ahead	Prepare to Stop
Fail Safe Mode	Signal (or Flagger) Ahead	Flashing Caution (4 corners)

B. Requirements. The system must provide the following:

- A failsafe system if communications go down or a fault is detected in the system for more than 2 minutes.
 - A system that will revert to a failsafe mode in which the message board displays the message shown above.
 - A network extender if installed in areas with little or no cell network coverage.
 - Speed data from sensors at the request of and no cost to the Department.
- C. Portable variable message signs. Furnish portable variable message signs that can execute the requirements set forth above. Furnish VMS that meet MUTCD requirements including 18" character height.
- D. Non-intrusive sensors. Furnish sensors that are portable, non-intrusive, capable of recording speed, detect traffic over multiple lanes, detect stopped traffic, and maintain performance in all weather conditions.

Sensor and message board locations must be included in the traffic control plan and approved by the Project Manager.

If a safe and visible installation location cannot be found, construct a pad that provides a safe, level location to install the message board adjacent to traffic.

E. Method of Measurement.

1. Traffic Control – Unit Bid Item. Smart Work Zone Systems are measured by each system per day. One system is defined as one message board and 3 sensors. Payment will be for one system at a rate of 500 units per day. This item will be paid under group 37 of the Traffic Control Rate Schedule.
2. Traffic Control – Lump Sum or Traffic Control – Day Bid Item. Smart Work Zone Systems will be included in the unit cost for Traffic Control Lump Sum or Day bid item.

Reason: Two Standard Special Provisions will be added. A modified Special will be added when either is required for the Contract.

Errata

603.02 MATERIALS

~~Slotted Corrugated Steel Pipe — 709.14~~

609.03.3 Cast-in-Place Curb and Gutter

Moisten the foundations and forms immediately before placing concrete.

Place and consolidate the concrete in uniform layers not exceeding 6-inch loose depth.

Do not place concrete on a frozen foundation course or subgrade.

Construct concrete curb in accordance with Subsections 501.03.15 and 501.03.16.

614.03.2 Concrete Retaining Walls

Construct concrete retaining walls as specified in the contract. Perform concrete work in accordance with Section 552.

Remove all deleterious material from the footings before placing concrete. Prepare the footing surface in accordance with ~~Subsection 552.03.6~~ Section 209. Make vertical construction joints in accordance with Subsection 552.03.6.

619.03.12 Breakaway System

619.02 MATERIALS

Furnish materials in accordance with the Detailed Drawings and the following subsection requirements:

Linear Delineation System 704.04

619.03.12 Breakaway System

Furnish breakaway devices listed on the QPL and in accordance with Subsection ~~704.01.4(D)~~ 704.01.3(D).-Install in accordance with the manufacturer's recommendations.

DIVISION 150 Alternative Contracting

The following will be New Division 150 for Alternative Contracting. Sections 151 through 159 pertain to Design-Build Contracts.

Standard Specification 101.01.1

Division 150 governs Design-Build Contracts.

Standard Specifications changes: this sentence will be added to each Method of Measurement and Basis of Payment Subsection.

XXX.04 Method of Measurement

See Subsection 151.01.1 for Design-Build Contracts

XXX.05 Basis of Payment

See Subsection 151.01.1 for Design-Build Contracts

SECTION 151 DEFINITIONS AND TERMS

151.01 GENERAL

Subsection 101.01 applies in addition to the following:

Division 150 sections only apply to Design-Build Contracts. These sections are intended to correlate directly to Division 100 sections and refer to, rescind, replace and/or add to Division 100 sections as applicable to Design-Build Contracts.

Divisions 200-700 of the Standard Specifications apply except as set forth in 151.01.1.

151.01.1 Interpretation and Effect of the Specifications

Inconsistencies between Division 100 and Design-Build Contracting are intended to be addressed by Division 150.

Provisions in the Specifications related to payment of actual measured and placed quantities do not apply to Design-Build Contracts. The Basis of Payment for Design-Build Contracts will be prorated for a percentage of completed work for each work item as set forth in the monthly Schedule of Values (SOV) up to the lump sum price set forth in the Contract. Price adjustments related to incentives and disincentives apply to Design-Build projects. Any provisions regarding reductions or withholdings of payment due to quality of workmanship or quality of materials in the Basis of Payment subsections of the Specifications apply to Design-Build Contracts. Example, the only provision in Subsection 401.05 Basis of Payment that applies to Design-Build Contracting is the part that relates to price adjustments for rumble strips and Table 401-7.

This section provides additional instruction regarding the interpretation and effect of the Specifications when the Standard Specifications or Special Provisions do not align with Design-Build Contracting.

In the event of misalignment between the Specifications and Design-Build Contracting, the language is subject to interpretation pursuant to the following guidelines:

1. All provisions of the Specifications will be construed to effect the purpose and intent of Design-Build Contracting.
2. For terms that misalign, like "Engineer" and "Project Manager", the Specifications will be interpreted consistently with Design-Build Contracting.

3. Division 150 of the Standard Specifications governs the application of Division 100 of the Standard Specifications to Special Provisions regardless of whether rescinded Division 100 provisions or references remain in the Special Provisions.
4. Method of measurement subsections of Divisions 200-700 will be used by the Firm for design development and setting up Schedule of Values bid items. The Department will not measure quantities for payment in accordance with the Method of Measurement subsections and will in no case make payments based on actual quantities that total an amount greater than the lump sum contract price.

If there is a disagreement regarding the interpretation of the Specifications in accordance with the purpose and intent of Design-Build Contracting, the issue will be escalated through the issue resolution ladder identified in the Montana Partnering Field Guide.

151.02 ACRONYMS AND ABBREVIATIONS

Subsection 101.02 applies in addition to the following:

Whenever the following acronyms and terms are used in Division 150, the intent and meaning are interpreted as follows:

- ATC..... Alternative Technical Concept
- ACS Alternative Contracting Section
- ACPM Alternative Contracting Project Manager
- CQCP Construction Quality Control Plan
- DB..... Design-Build
- DBE Disadvantaged Business Enterprise
- DCCP Design and Construction Criteria Package
- EOR..... Engineer of Record
- QC Quality Control
- RFC Release for Construction
- RFP Request for Proposals
- RFQ Request for Qualifications
- SOQ..... Statement of Qualifications
- SOI Schedule of Items
- SOV Schedule of Values
- TRC Technical Review Committee

151.03 DEFINITIONS

Subsection 101.03 applies except for the following definitions that are either new definitions or rescind and replace existing definitions in 101.03:

ALTERNATIVE CONTRACTING PROJECT MANAGER

The Department’s designee responsible for the management and administration of the Project during development, solicitation, and design phases. The ACPM is the Firm’s first contact for all Project-related issues during these phases unless another person or agency is specifically stated in the Contract. Also known as the Alternative Projects Engineer.

ALTERNATIVE TECHNICAL CONCEPT

A design or construction concept that is a modification to a Project-specific requirement and is based on a specific process set forth in a Project’s Procurement Documents.

APPARENT BEST VALUE

The highest combined Technical Proposal and Bid Price Proposal score as calculated from the Best Value Calculation.

BID PRICE PROPOSAL

The bid submitted to the Department prior to the bid opening.

BRIDGING DOCUMENT

Preliminary design, field investigations, reports, and other documents provided by the Department in the RFP that the Firm may use as a basis for bidding on a Project. The RFP will specify if documents provided are Bridging Documents or documents provided for informational purposes only.

COMPONENT

A portion of the Project that is broken out into separate and distinct design and construction packages. The Firm designates Component packages unless otherwise directed by the RFP.

CONTRACT

The written agreement between the Department and the Firm which details the obligations of the parties for performing the prescribed work.

The Contract includes the Proposal; Q&A forum; signed contract award form; contract bond; Bid Price Proposal; Materials Manual; RFP; Bridging Documents (when provided in the RFP); Standard Specifications; Technical Proposal; change orders; and extra work orders required to complete the Project.

Upon completion, the RFC Special Provisions; Table of Contractor Submittals; Released for Construction Plans; and Detailed Drawings become a part of the Contract.

DESIGN AND CONSTRUCTION CRITERIA PACKAGE

Contains the design and construction information necessary to guide a prospective Firm in the preparation and submission of a Proposal for a Design-Build Project. This package clearly defines the criteria essential to ensure that the Project is designed and constructed to meet the needs determined by the Department. This package is part of the RFP.

DESIGN-BUILD CONTRACTING

The process of entering into a single contract between the Department and a Design-Build Firm in which the Design-Build Firm agrees to design and build a highway, structure, or facility, or any other items required in the RFP for a lump sum price. Also known as Design-Build Contract or Design-Build Project.

FIRM

An individual, firm, partnership, corporation, joint venture, or other legally recognized entity that is appropriately licensed in Montana and provides the necessary design and construction services, including contract administration. Also known as Contractor or Design-Build Firm.

NOTICE TO PROCEED

Receipt of the executed Design-Build Contract is the Firm's Notice to Proceed.

PROCUREMENT DOCUMENTS

Any document furnished by the Department during procurement including but not limited to the RFQ, RFP, and any addenda or attachments.

PROJECT

Project means the Design-Build Project to be designed and constructed as described in the RFP.

PROPOSAL

A Technical Proposal and Bid Price Proposal submitted to the Department separately by each proposer.

Where Division 100 applies to Design-Build, Proposal means the Bid Price Proposal.

TECHNICAL PROPOSAL

A written submission in response to the RFP outlining how a Firm intends to meet the Project requirements.

TECHNICAL REVIEW COMMITTEE

A committee of personnel selected by the Department to evaluate SOQs and Technical Proposals to make a recommendation of award.

SCHEDULE OF ITEMS

The list of items to be bid on in the bid package. The SOI is generally a single lump-sum item for the whole project, each Component, or each project of a tied project.

SCHEDULE OF VALUES

An excel workbook developed by the Department and used to report completed work and determine the percentage of lump sum payments for monthly invoicing. The SOV breaks down the SOI into pay items that are amended to the Contract by administrative change order.

SELECTION COMMITTEE

A group of Department senior managers responsible for reviewing and approving SOQs, Technical Proposals, and Best Value scores generated by the TRC.

SECTION 152 BIDDING REQUIREMENTS AND CONDITIONS

Section 152 also applies to Technical Proposals

152.01 JOINT VENTURE BIDS

Subsection 102.01 applies.

152.02 CONTENTS OF BID PACKAGE

Subsection 102.02 is rescinded and replaced with the following:

The Contents of the bid package are included in the RFP.

152.03 CONTRACTOR REGISTRATION

Subsection 102.03 applies.

152.04 ISSUANCE OF PROPOSALS

Subsection 102.04 applies.

152.05 QUANTITIES OF WORK IN THE PROPOSAL

Subsection 102.05 is rescinded and replaced with the following:

Submit a lump sum Bid Price Proposal for all items in the bid package.

Payments are prorated for the percentage of completed work for each item listed in the SOV. The percentage of completed work is reported in the SOV and furnished materials are reported in MT-601 Materials List- Items and Quantities. The completed work and furnished materials reported are reviewed and approved or denied by the Project Manager. The SOV includes preconstruction items in one worksheet, and construction engineering and construction items in another worksheet. The SOV will have a separate worksheet for construction engineering and construction items for each Component.

152.06 EXAMINATION OF DOCUMENTS AND SITE OF WORK

Subsection 102.06 is rescinded and replaced with the following:

Examine the proposed work site, the design and construction requirements, and all Procurement Documents before submitting a Proposal. Submitting a Proposal is an affirmative statement by the Firm that the Firm has examined the site, the design and construction requirements, and all Procurement Documents, and is satisfied with the conditions to be encountered in performing the Contract requirements.

The Department is not bound by any statement or representation concerning conditions or description of the work unless specifically stated in the Procurement Documents. Do not rely on oral explanations or instructions given by the Department or agents before award of the Contract. Accept these as non-binding oral explanations or instructions and relying on them is solely at the Firm's risk.

The Department does not guarantee the accuracy of as-built plans.

The Firm should not rely solely on the as-built plans provided for bidding purposes.

The Firm is responsible for using its own means and methods for determining how the Project is to be completed. The Firm's reliance on as-built plans is at their own risk.

Immediately submit any request for an explanation of the meaning or interpretation of the Procurement Documents to the Q & A Forum. Requests must be submitted prior to the Q&A closing date provided in the RFP.

The records of any subsurface investigation conducted by the Department are available for inspection as a public document. When not included in the bid package, inspect available records at the Materials Bureau, Bridge Bureau, or the District where the project is located.

The records of subsurface investigations are not a part of the bid package or Contract but are available to all Firms for informational purposes only. There is no warranty or guaranty, either expressed or implied, that the subsurface investigation records disclose the actual conditions that will be encountered during the performance of the work. Department subsurface investigation results may differ from a Firm's independent subsurface evaluation due to different sampling techniques, the date of the investigation, etc. Using or relying on Department subsurface investigations is at the Firm's risk. The Firm must perform and rely on its independent subsurface evaluation made before submitting a Proposal. Submittal of a Proposal is an affirmative statement that an independent subsurface evaluation was made, and Department subsurface investigations were not relied on. Individual test boring log data included in the Department's subsurface investigation records apply only to that particular boring taken on the date indicated. The character of any material or conditions between or around test borings on the date of the site examination is not conclusive.

Submission of a Proposal waives any potential claim of the above, including a claim of justifiable reliance on such information or materials.

Do not take advantage of an apparent error, omission, or ambiguity in the RFP. Upon discovery, immediately submit the discovery to the Q & A Forum if an error, omission, or ambiguity exists and why it appears erroneous, omitted, or ambiguous. Advise bidders submitting a subcontract quotation of this obligation and clarify their responsibility to include this information with their subcontract quotation. The Department will clarify the error, omission, or ambiguity and, if necessary and possible, issue an addendum to all prospective Firms before opening Bid Price Proposals.

Do not submit a Bid Price Proposal without receiving clarification. Failure to provide written notification is a waiver of the error, omission or ambiguity, and additional compensation or contract time will not be allowed.

The Department may provide preliminary information to prospective Firms in advance of the RFP to give notice of the general requirements for those projects. Preliminary information is not in final form, and there may be substantial changes between preliminary information and RFP. Use the preliminary information only for general familiarization with the project. Do not base any Proposal on preliminary information.

152.07 BIDDING REQUIREMENTS

Subsection 102.07 is rescinded and replaced with the following:

Submit Bid Price Proposals only using the Electronic Bid System (EBS) that generates the required Bid Price Proposal, SOI, DBE and SBE requirements, and indicates acknowledgement of addenda if applicable.

A. Distribution Procedures. The distribution procedures for electronic bid files will be outlined in the Procurement Documents.

B. Bidding Requirements. Ensure Bid Price Proposals submitted using the EBS format contain a Proposal guarantee, an EBS generated Proposal, SOI, and DBE and SBE requirements when applicable.

Written changes to the SOI, or a Firm's non-submission of every page from the AASHTOWare Project Bids™ EBS file, (including all SOI pages and all DBE and SBE pages), automatically renders the Bid Price Proposal non-responsive, and the Bid Price Proposal will not be read or considered.

Acknowledge addenda using the amended EBS project file to generate the Proposal, SOI and DBE and SBE requirements. It is the Firm's responsibility to ensure that they acquire and apply addenda files when applicable.

1. **DBE Quotes.** The Department has a quick and easy way for you to request quotes from Montana DBE-certified companies. The information goes to the DBE companies that same day. The on-line form is located at web site: <https://app.mdt.mt.gov/dbeqt/>.

Call the Department DBE Supportive Services, 1-800-883-5811, for further assistance. Using this online request form will be considered for good faith efforts, but it does not constitute meeting all requirements of good faith efforts.

C. Determination of Bid Responsiveness. Bid Price Proposals are opened at the designated time and inspected to determine if the following requirements are met.

1. **Schedule of Items.** Unit prices are provided for all required bid items. A complete and verifiable SOI is provided.
2. **Proposal Guarantee.** The bid bond is on the most current version of MDT-CTP-102-07-1; is signed and sealed in the proper places; a copy of the agent's Power of Attorney for the insurance company is attached; and contains the correct and complete project number; all signatures are original (stamped signatures are unacceptable). A qualified third-party surety agency must verify the Proposal guarantee. Electronic bid bond verification must be submitted through AASHTOWare Project Bids and Bid Express™. Contact Bid Express for more information on electronic bid bond verification.

If an error occurs with electronic Proposal bond verification through AASHTOWare Project Bids and Bid Express, submit the Electronic Proposal Bond (form MDT-CTP-102-07-2) in Adobe PDF format via email to mdteccs@mt.gov prior to the Bid Price Proposal opening. Hard copy or paper Proposal bonds submitted to the Department will not be accepted. Bid Price Proposals that include submission of a proposal bond without electronic verification or Electronic Bid Bond (form CPB-102-07) will be deemed non-responsive.

3. **Addenda.** All addenda are acknowledged by using the correct electronic file.
4. **Proposal.** The Bid Price Proposal is signed and notarized in the designated places or in acceptable digital format; and all signatures are original (stamped signatures are unacceptable).

A Bid Price Proposal is non-responsive if any of the above requirements are not met.

For non-responsive Bid Price Proposals, only the Firms' name, and the reason for the non-responsiveness determination, will be announced at the Bid Price Proposal opening. The Department retains non-responsive Bid Price Proposals.

Submission of a Bid Price Proposal is a statement by the Firm that sufficient time was available to adequately prepare a Proposal and conduct a complete investigation of the work site and all Contract documents.

D. Consideration of Bid Price Proposal. Section 153 requirements apply to consideration of the Bid Price Proposal.

152.08 REJECTION OF PROPOSALS

Subsection 102.08 is rescinded and replaced with the following:

The Commission reserves the right to reject Proposals, waive technicalities, or re-advertise for the project.

152.08.1 Rejection of Bid Price Proposals

A Bid Price Proposal is irregular and will be rejected as non-responsive for any of the following:

1. Failure to complete the bid bond form, or Bid Price Proposal, provided by the Department, by all specified persons, including notaries, in the correct blocks.
2. There are unauthorized additions, conditional or alternate bids, or irregularities that make the bid package incomplete, indefinite, or ambiguous.
3. The Bid Price Proposal for 2 or more projects advertised separately are connected or made contingent one upon the other so that the Bid Price Proposal for one project carries a provisional deduction in the Bid Price Proposal on one or more of the other projects.
4. Any unauthorized provisions are added reserving the right to accept or reject an award or to enter into a contract pursuant to an award.
5. More than one Bid Price Proposal for the same work from an individual, firm, corporation, partnership, or joint venture under the same or different name is submitted using the same format.
6. Evidence of collusion among Firms exists. Participants in collusion will not receive recognition as Firms, either singly or as a joint venture, for future Department work until reinstated as qualified Firms.
7. Firm fails to properly complete and sign by electronic signatures, on the most current Department-furnished Bid Price Proposal in the bid package and appropriate bid bond forms.
8. Failure to acknowledge receipt of electronic addenda by using the correct electronic files.
9. Failure to submit a complete SOI, or an unverifiable SOI.
10. The Firm does not complete/submit all required sections from the AASHTOWare Project Bids™ EBS file.
11. The unit prices contained in the Bid Price Proposal are mathematically and/or materially unbalanced.
12. Non-compliance with the DBE and SBE requirements.

152.08.2 Rejection of Technical Proposals

Technical Proposals will be rejected if found to be non-responsive by the TRC and Selection Committee if they are not in conformance with the requirements and instructions contained in the Procurement Documents.

Rejected Technical Proposals will not be eligible for the project stipend.

A Technical Proposal may be found to be irregular and rejected as non-responsive for reasons, including, but not limited to:

1. Failure to utilize or complete prescribed forms.
2. Conditional or contingent Technical Proposals.
3. Incomplete Technical Proposals.
4. Indefinite or ambiguous Technical Proposals.
5. Improper or undated signatures.
6. Evidence of collusion among Firms.
7. Lack of experience or expertise to perform the required work.
8. Submission of more than one Technical Proposal for the same work from an individual, firm, partnership, corporation, joint venture, or other legally recognized entity under the same or a different name (including Technical Proposals in which the same design engineer is identified in more than one Technical Proposal).
9. Failure to perform or meet financial obligations on previous contracts.
10. Employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act.
11. An individual, firm, partnership, corporation, joint venture, or other legally recognized entity being on the United States Controller General's List of Ineligible Design-Build Firms for Federally Financed or Assisted Projects.
12. Submittals not received on or before the submittal due date.
13. Any preliminary design submittal that varies from the requirements of the DCCP, under Subsection 153.01 as determined by the Department in its discretion.

The Department reserves the right to reject Proposals, waive technicalities, or readvertise for a project. The Department may waive minor irregularities in a Technical Proposal where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Firms. Minor irregularities are defined as those that will not have an adverse effect on the Department's interest and will not affect the price of the Technical Proposal by giving a Firm an advantage or benefit not enjoyed by other Firms.

152.09 PROPOSAL GUARANTY

Subsection 102.09 applies.

152.10 DELIVERY AND PUBLIC OPENING OF PROPOSALS

Subsection 102.10 applies only to Bid Price Proposals.

The following applies to Technical Proposals:

Each short-listed Firm, as determined from the SOQ package, is requested to submit a Technical Proposal. Include sufficient information to enable the Department to evaluate the capability of the Firm to provide the desired services.

Submit one single electronic version (PDF format) of the Technical Proposal. Hard copy Technical Proposals will not be accepted. Submit the Technical Proposal by uploading to the State of Montana File Transfer Service site, which can be accessed at this link: <https://transfer.mt.gov>.

The proposing Firm must have an account set up to upload information. Uploading instructions can be accessed at: <https://transfer.mt.gov/Home/Instructions>.

When the Technical Proposal has been uploaded, the system will prompt the user for a delivery email. Upload and submit the Technical Proposal to the following email: mdtalternativecontracting@mt.gov.

152.11 WITHDRAWAL OF PROPOSAL

Subsection 102.11 is rescinded and replaced with the following:

This section outlines the requirements for modifying and withdrawing Bid Price Proposals and Technical Proposals.

152.11.1 Withdrawal of Bid Price Proposals

Submit withdrawal requests to ECCS before the time set for opening Bid Price Proposals. A Firm may withdraw any Bid Price Proposal using EBS, in person, through an authorized agent, or by submitting the Withdrawal of Proposal form to ECCS via email (mdteccs@mt.gov) before any Bid Price Proposal on that project is opened.

If a Firm discovers a material (factual, not judgmental) mistake in its Bid Price Proposal after the Bid Price Proposals have been opened, the Firm understands and agrees that it may either perform the Contract as originally bid or request permission from the Department to withdraw its Bid Price Proposal.

The request must be received by ECCS no later than 4:30 p.m. 2 business days after the day of the Bid Price Proposal opening (not counting the day of the opening). The notice must be by a notarized affidavit, under penalty of false swearing, signed by the Firm and accompanied by all worksheets used in the preparation of the Bid Price Proposal, requesting relief from forfeiture of the bid bond and the responsibilities of award. The affidavit must describe the specific error(s), how they were made and who made them, and must certify that the worksheets provided are those that were used in preparing the erroneous Bid Price Proposal.

The Department will review the request to determine if a mistake occurred, was material and factual, and whether the Bid Price Proposal should be allowed to be withdrawn. If the Department does not concur in the error or determines that the error has not been sufficiently proven, it may recommend awarding the Contract. If the Firm refuses to execute the awarded Contract as it was bid, the bid bond will be forfeited as stated under Section 18-1-204 MCA.

152.11.2 Withdrawal of Technical Proposals

Firms may modify or withdraw Technical Proposals at any time prior to the due date and time. Requests for modification or withdrawal of a submitted Technical Proposal will be in writing and will be signed in the same manner as the Technical Proposal. Firms that withdraw their Technical Proposal and do not resubmit by the due date and time will not be eligible to receive a stipend payment.

Send Technical Proposal withdrawal requests to the ACS at mdtalternativecontracting@mt.gov.

152.12 DEBARMENT

Subsection 102.12 applies.

152.13 MATERIALS GUARANTY

Subsection 102.13 applies.

152.14 WAGE RATES – CONSTRUCTION TYPES

Subsection 102.14 applies.

152.15 VENUE

Subsection 102.15 applies.

152.16 CONSENT TO CONTRACT PROVISIONS

Subsection 102.16 applies.

152.17 PUBLIC WORKS CONTRACT

Subsection 102.17 applies.

152.18 PUBLIC RECORDS

Public agencies in Montana are required by Montana law at Mont. Code Ann. Title 2, Chapter 6, Part 10 to permit the public to examine documents that are kept or maintained by public agencies. All Firms submitting SOQs, Technical Proposals, Bid Price Proposals, and ATCs waive any claim for trade secret protection in the event of an open records request from another party and acknowledge the Firm's submittals are not subject to redaction based on trade secret protection.

152.18.1 Timing

All submittals become public information after the project has been awarded. Requests for a Firm's submittals must be made after award. Requests should be made through the Office of Public Information Requests at <https://opir.mt.gov/records-request>.

152.19 STIPEND

The unsuccessful short-listed Firms may receive partial compensation for the pursuit of contract if the Technical Proposal was determined to be responsive by the TRC, the Selection Committee, and the Transportation Commission. The stipend amount is determined by the ACS, approved by the Transportation Commission, and set forth in the RFQ.

The Department reserves the right to use any of the concepts or ideas presented in Technical Proposals of unsuccessful Firms.

After award of the Project, the Department will provide the successful Firm copies of the unsuccessful Firms' Technical Proposals to review any of the innovative options and cost-saving alternatives proposed by the other Firms.

Firms eligible for the stipend payment must submit an original Invoice for Payment of Agreed Stipend to the Department's ACS for processing within 30 calendar days after Contract award, or payment of the Stipend is waived.

152.20 COMMUNICATION

Commencing with the formal advertisement of the RFQ, and extending through the selection of the Best Value Firm, contact between the Firms and the Department (questions and responses to questions) will only be through the following methods:

1. The Pre-Proposal Meeting.
2. The Department's Q&A Forum.

3. ATC Meetings (when ATCs are allowed in accordance with the RFP).

Any contact outside of these methods determined to be improper, at the sole discretion of the Department, will result in a lower technical score, and potentially disqualification.

Questions are to be posted on the Q&A Forum.

The Q&A Forum will remain active until 7 calendar days prior to the Technical Proposal due date.

152.20.1 Pre-Proposal Meeting

Attendance at the virtual Pre-Proposal Meeting is mandatory and any short-listed Firm that fails to participate will be deemed non-responsive and be disqualified from further consideration. The purpose of this meeting is to provide a forum for all concerned parties to discuss the proposed project and answer questions related to the RFP. Submit questions to be discussed at the Pre-Proposal Meeting through the virtual meeting chat during the Pre-Proposal Meeting or to the Q&A Forum not later than one day prior to the meeting. Any questions at the Pre-Proposal Meeting not submitted through the virtual meeting chat will not be answered. Formal responses to all submitted questions will be posted on the Q&A Forum following the pre-proposal meeting. The Department will not provide meeting minutes for the Pre-Proposal Meeting.

No oral representations or discussions that take place at the pre-proposal meeting will modify Technical Proposal requirements. After the Pre-Proposal Meeting, all questions must be submitted to the Q&A Forum.

If the Department determines clarification of a Procurement Document is necessary, the Department will issue:

1. An addendum to the RFP; or
2. Questions, answers, and clarifications on the Q&A Forum.

During and after the meeting, it is the responsibility of the ACS to ensure each Firm develops their Technical Proposal and Bid Price Proposal with the same information. If the Department receives information relating to the project after the Q&A closes, the Department will ensure all Firms receive the same information in a timely manner.

152.20.2 Post-Proposal Clarifications, Communications, and Discussions

Contact between the Department and Firms is limited to clarifications, communications, and discussions allowed under 23 CFR 636.402. When the Department requests a Firm clarify its proposal, the Firm must provide an addendum to the Department. If the addendum is accepted by the Department, the addendum becomes a part of the Firm's Technical Proposal.

152.21 SCHEDULE OF EVENTS

A schedule of events will be included in the Procurement Documents. The Department reserves the right to make changes or alterations to the schedule if the Department determines it is in the best interest of the public. Firms proposing will be notified in writing in advance of any changes or alterations to the schedule. Unless otherwise notified in writing by the Department, the dates indicated in the Schedule of Events for submission of items or for other actions on the part of a Firm proposing will constitute absolute deadlines for those activities.

152.22 DEPARTMENT COMMITMENT

The Department will not make studies or designs for the preparation of any proposal, nor procure or contract for any articles or services related to any Project unless otherwise specified.

SECTION 153
AWARD AND EXECUTION OF CONTRACT

153.01 CONSIDERATION OF PROPOSALS

Subsection 103.01 is rescinded and replaced with the following:

The Department recommends award of DB Contracts based on a Weighted Criteria Design-Build Best Value calculation. The Best Value is based on a combination of the evaluation of the Firm's Technical Proposal score and Bid Price Proposal. The Technical Proposal and Bid Price Proposal weightings are provided in the RFP. The Firm with the highest total points is considered the Best Value Firm. The Best Value is calculated as follows:

Technical Proposal

$$\frac{\text{Firm's Technical Proposal Score}}{\text{Total Points Available}} * \text{weight} = \text{Technical Proposal Awarded Points}$$

Bid Price Proposal

$$\frac{\text{Lowest Responsive Total Price}}{\text{Firm's Total Price}} * \text{weight} = \text{Cost Proposal Awarded Points}$$

Best Value

$$\text{Technical Proposal Awarded Points} + \text{Cost Proposal Awarded Points} = \text{Best Value Score}$$

153.01.1 Technical Proposal Evaluation and Scoring Criteria

Technical Proposals will be evaluated and scored by the TRC prior to the opening of the Bid Price Proposals. The Selection Committee will review and approve the Technical Proposal score for each Firm.

Each voting member of the TRC will review and evaluate the Technical Proposals received as follows.

1. Each evaluation criterion is assigned a Scoring Weight.
2. Individual TRC members will provide a ranking for each criterion based on a 0 to 10 scale, with 10 scoring highest.
3. The Scoring Weight assigned for each criterion will be multiplied by the TRC member Ranking and added together providing a maximum possible Total Score of 10,000 points per member per Technical Proposal.
4. Technical Proposals will be evaluated based on the Scoring Guide attached to the RFP. Any design submittals that are part of a Technical Proposal will be deemed preliminary only.

Preliminary design submittals may vary from the requirements of the DCCP. The Department, at its discretion, may elect to consider those variations in scoring the Technical Proposal rather than rejecting the entire Proposal. In no case will any such elections by the Department be considered a waiver of the RFP and DCCP requirements.

The Firm selected for the Project will be required to fully comply with the RFP and DCCP for the lump sum Bid Price Proposal submitted, regardless of whether the Technical Proposal may have been based on a variation from the RFP and DCCP.

153.01.2 Bid Price Proposal Evaluation

Bid Price Proposals will be evaluated based on the summation of the item total prices shown in the Schedule of Items.

If the Apparent Best Value Firm's Bid Price Proposal exceeds the Engineer's cost estimate for the project by more than 25% (unless otherwise provided), Bid Price Proposals will not be publicly read. Firms will be notified of any further requirements or actions by the Statewide Project Delivery Engineer.

153.02 AWARD OF CONTRACT

Subsection 103.02 is rescinded and replaced with the following:

The Department is not obligated to recommend award of the Contract, and the Selection Committee may decide to reject all proposals. Unless all proposals are rejected, the Selection Committee will provide a recommendation to the Transportation Commission. The Transportation Commission will determine whether to authorize the Department to enter into a contract with the Firm as recommended by the Selection Committee for the lump sum price proposed.

The Contract will be awarded by the Commission within 45 calendar days after the bid opening to the Best Value Firm whose Bid Price Proposal and Technical Proposal complies with all the requirements. The successful Firm will be notified in writing of the acceptance of the Proposal and the award of the Contract.

If the Contract is not awarded within 45 calendar days, all Proposals are void. The Commission can extend the 45-day period.

In the event 2 or more qualified Best Value scores are exactly equal, the Department will not read Bid Price Proposals and will utilize the best and final offer process outlined in the RFP.

153.03 ASSIGNMENT OF CLAIM

Subsection 103.03 applies.

153.04 CANCELLATION OF AWARD

Subsection 103.04 applies.

153.05 RELEASE OF PROPOSAL GUARANTY

Subsection 103.05 applies.

153.06 CONTRACT BOND

Subsection 103.06 applies.

153.07 EXECUTION AND APPROVAL OF CONTRACT

Subsection 103.07 applies.

153.08 FAILURE TO EXECUTE CONTRACT

Subsection 103.08 applies.

153.09 BID DOCUMENTS

Subsection 103.09 applies.

153.10 SUBCONTRACTOR REPORT

Subsection 103.10 applies.

153.11 PROPOSED AGGREGATE SOURCES

Subsection 103.11 applies.

SECTION 154 SCOPE OF WORK

154.01 INTENT OF CONTRACT

Subsection 104.01 applies.

154.02 DIFFERING SITE CONDITIONS, SUSPENSION OF WORK, AND SIGNIFICANT CHANGES IN THE CHARACTER OF WORK

Subsection 104.02 applies except the following:

154.02.3 Significant Changes in the Character of Work

Subsection 104.02.3 does not apply.

154.03 EXTRA WORK

Subsection 104.03 applies in addition to the following:

If the Firm believes unanticipated extra work that was not included in the RFP and Technical Proposal is required to complete the project, the Department may authorize extra work by executing a change order in accordance with Subsections 109.04 and 104.02.4. Payment for extra work will be made in accordance with Subsection 109.04. Individual pay items are not available for the Firm's basis of payment and any costs for additional engineering services must be included in the change order. Items measured by quantity will be paid as per placed quantity at the negotiated and agreed upon change order price. Lump sum items will be paid in full when the work is complete.

Submit detailed supporting calculations in accordance with Subsection 109.04. Information on contract time can be found in Subsection 108.07. Include design personnel and estimated design hours using the Change Order Design Breakdown Sheet.

154.04 MISCELLANEOUS WORK

Subsection 104.04 applies.

154.05 MAINTENANCE OF WORK

Subsection 104.05 applies.

154.06 MATERIAL AND PROPERTY RIGHTS

Subsection 104.06 applies.

154.07 FINAL CLEANING UP

Subsection 104.07 applies.

154.08 VALUE ENGINEERING PROPOSALS

Subsection 104.08 applies.

154.09 CONSTRUCTION CHANGE DIRECTIVE

Subsection 104.09 applies.

SECTION 155 CONTROL OF WORK

155.01 AUTHORITY OF THE ENGINEER

Subsection 105.01 applies.

155.02 CONTRACTOR SUBMITTALS

Subsection 105.02 applies in addition to the following:

A. Post Bid Opening Submittals. The Firm will:

1. Complete the Contract Recipient form within 5 calendar days of the bid opening. The form can be found at: <https://www.mdt.mt.gov/publications/forms/contract-recipients.aspx>
2. Submit the pre-construction SOV with applicable design items to the Department for approval within 6 calendar days after the bid opening. No invoices will be submitted or paid prior to Department approval of the SOV.
3. Develop, maintain, and submit a schedule in accordance with Subsection 108.03.2. The initial schedule will be required 6 calendar days after NTP. The initial schedule of major milestones for design deliverables, construction phasing, and completion date must match the dates established in the Technical Proposal preliminary schedule.
4. Submit Warranty/Contractor Guarantee criteria, measurable standards, (e.g., project specifications, applicable codes, etc.) and remedial plans for approval within 6 calendar days after NTP.
5. Submit within 10 calendar days after NTP, a list of Component submittals with applicable consultant activities. The Department will review and approve the activity deliverables.

B. Schedule. Submit an updated schedule monthly with pay requests. Subsection 108.03.2 outlines the penalty for failure to submit an updated schedule with each monthly pay request.

Allow 14 calendar days (unless stated otherwise in the RFP) for Department review time for each Contractor Submittal.

The minimum number of activities and/or milestones in the baseline schedule will be those listed below:

1. Summary of the project schedule.
2. Award date.
3. Notice to Proceed date.
4. Public involvement (if necessary) *.
5. Design survey (if necessary) *.
6. Design submittals.
7. Design reviews by the Department, and applicable regulatory agencies.
8. Submit required shapefiles to the Department for DNRC (Sage Grouse review, if necessary) *.
9. Environmental permitting submittals and resource agency reviews (if necessary) *.
10. Utility coordination/relocations (if necessary) *.

11. Geotechnical investigation and report (if necessary) *.
12. Traffic control plans and setup schedules.
13. Construction mobilization.
14. Site demolition.
15. Site reconstruction.
16. Landscaping construction (if necessary) *.
17. Final completion.
18. Additional construction milestones and phasing as determined by the Firm.

Note *: These submittals may be required as set forth in the RFP. If the submittals are not requirements of the RFP, the submittals may be required as determined necessary by the Firm.

- C. Design Submittals.** Design submittals may be for the entire Project or separated into Component plans packages. Each Component plans package will separately include all relevant design activity submittals and be signed and sealed by the EOR. Before construction activities can begin for a specific Component, signed and sealed design plans, and calculations supporting the design for that Component must be reviewed and determined by the Department to conform to the RFP, Technical Proposal, and the Specifications. Component submittals will be complete submittals along with all the supporting information and calculations necessary for review of a Contractor Submittal. The work proposed in the Component plans must represent logical work activities and show impacts on subsequent work activities on the Project. Any modification to the Component construction due to subsequent design changes as the result of design development is solely at the Firm's risk.

Prepare design plans in accordance with the RFP, the latest (at the RFP issue date) standards adopted by AASHTO and the Department's current Specifications, applicable manuals and guidelines, and all current state and federal laws and regulations. Prepare plans that are accurate, legible, complete in design, drawn to the appropriate scale indicated in the Department's manuals, and furnished in reproducible form.

The Firm is responsible for the professional quality, technical accuracy, and coordination of all surveys, designs, drawings, specifications, reports, and other services furnished by the Firm under the Contract. Correct all errors or deficiencies in the surveys, designs, drawings, specifications, reports, and other services furnished by the Firm.

Submit final documents and files that include complete CADD design and coordinate geometry files as described in the Department's Design Manuals. Obtain and utilize current Department releases of all CADD applications.

The Firm is responsible for scheduling coordination meetings, review meetings for milestone deliverables, and any other meetings deemed necessary by the Firm and/or Department for completion of the project.

Design notes and computation sheets will be fully titled, numbered, dated, indexed, and signed by the designer and the checker. At project completion, a final set of notes and computations supporting all design submittals will be submitted with the record set (As-Built) of plans.

Design notes and calculations will include, but not be limited to the following data:

1. Roadway design calculations.
2. Bridge design calculations.
3. Hydraulic design calculations.
4. Sign design calculations.
5. Documentation of decisions reached resulting from site visits, meetings, or telephone conversations.
6. Final quantities list.

D. Milestone Submittals

1. **90% Design Submittals.** Submit 1 electronic copy of the following with each 90%

Design Submittal:

- a. Plans
- b. Special Provisions
- c. Calculations and documentation
- d. Hydraulic models (if applicable)
- e. Construction Quality Control Plan
- f. Construction SOV
- g. Source of Supply Letter in accordance with Subsection 106.01.1.
- h. Traffic control plans and construction staging plans.
- i. MT-601 Materials List- items and quantities.
- j. Draft environmental permit applications.
- k. CQCP.
- l. Additional submittals determined necessary by the Firm.
- m. All other submittals required by the RFP.

For Component submittals subsequent to the first, submit an updated SOV with each Component in a separate worksheet.

2. **100% Design Submittals.** Submit 1 electronic copy of the following with each 100%

Design Submittal:

- a. Plans
- b. Special Provisions
- c. Calculations and documentation
- d. Hydraulic models (if applicable)
- e. Final traffic control plans and construction staging plans.
- f. Updated MT-601 Materials List- items and quantities.
- g. Additional submittals determined necessary by the Firm.
- h. All other submittals required by the RFP.

3. **Release for Construction Design Submittals.** Submit 1 electronic copy of the following with each RFC Design Submittal:

- a. RFC Plans
- b. RFC Special Provisions
- c. Right-of-Way Verification Statement.
- d. Utilities and Railroad Verification Statement
- e. Environmental Compliance Summary Statement.

The RFC package must be signed, sealed, and dated by the EOR.

After review by the Department, the plans will be stamped "Released for Construction" and initialed and dated by the Project Manager. Construction will not begin until the Project Manager returns the stamped RFC Plan Set.

E. As-Built Project or Component Plans. Within 90 calendar days of Conditional Final Acceptance, submit As-Built plans with red-lined corrections of all field changes to the final plans to the Project Manager. Component as-built plans may be submitted individually upon completion of each Component, or as a full project package. The Department's As-Built Field Correction Procedures can be found at:

<https://www.mdt.mt.gov/other/webdata/external/ESDC/Library/AsBuiltRedlines.pdf>.

The Firm is responsible for development of the As-Built plans, the special provisions, and all reference and support documents. An authorized member of the Firm signs and dates the As-Built Plans.

The Firm will furnish the Department, upon project completion, the following in electronic format:

1. As-Built Materials List in PDF format.
2. As-Built Plans in PDF format.
3. As-Built design CADD files.
4. Design calculations and construction survey information.
5. Utility Plans.

F. Materials list. Submit monthly updated materials and quantities to be used on the project following the MT-601 format. Use the latest (at the time of award) materials list template provided on the Alternative Contracting webpage. Submit the updated materials list along with the monthly pay estimate and with each 90% Design Submittal.

Failure to include a monthly materials list could result in monthly withholding in accordance with Subsection 105.09.

155.03 CONFORMITY WITH PLANS AND SPECIFICATIONS

Subsection 105.03 applies.

155.04 COORDINATION OF CONTRACT PROVISIONS

Subsection 105.04 is rescinded and replaced with the following:

All documents referred to in the RFP are an essential part of the Contract and a requirement occurring in one is binding as though occurring in all. The documents are complementary and describe and provide for a complete Contract. If a discrepancy exists, the governing ranking will be:

Dimensions

1. Plan
2. Calculated
3. Scaled

Information

1. Change Order
2. Contract
3. Q&A Forum
4. Alternative Technical Concepts' (when applicable)
5. RFP
6. Bridging Documents (when provided with RFP)
7. RFC Special Provisions

8. Table of Contractor Submittals
9. RFC Plans
10. Standard Specifications
11. Technical Proposal
12. Detailed Drawings
13. Other referenced requirements

155.05 COOPERATION BY CONTRACTOR

Subsection 105.05 applies.

155.06 COOPERATION WITH UTILITIES

Subsection 105.06 applies.

155.07 COOPERATION BETWEEN CONTRACTORS

Subsection 105.07 applies.

155.08 CONSTRUCTION STAKES, LINES, AND GRADES

Subsection 105.08 applies.

155.09 AUTHORITY AND DUTIES OF PROJECT MANAGER

Subsection 105.09 applies.

155.10 AUTHORITY AND DUTIES OF INSPECTORS

Subsection 105.10 applies.

155.11 INSPECTION OF WORK

Subsection 105.11 applies in addition to the following:

Provide QC for all design and construction activities under the direction of the Quality Control Manager. The Firm is subject to the Department's QA in accordance with Subsection 105.03.2.

155.12 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK

Subsection 105.12 applies.

155.15 COMPONENT INSPECTION

Subsection 105.15 applies.

155.16 CLAIMS FOR ADJUSTMENT AND DISPUTES

Subsection 105.16 applies.

155.17 PROJECT FINALIZATION

Subsection 105.17 applies.

**SECTION 156
CONTROL OF MATERIAL**

156.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

Subsection 106.01 applies.

156.02 LOCAL MATERIAL SOURCES

Subsection 106.02 applies.

156.03 CERTIFICATION OF COMPLIANCE

Subsection 106.03 applies.

156.04 PLANT INSPECTION

Subsection 106.04 applies.

156.05 FIELD LABORATORY

Subsection 106.05 applies.

156.06 QUALIFIED PRODUCTS LIST

Subsection 106.06 applies.

156.07 HANDLING AND STORAGE OF MATERIALS

Subsection 106.07 applies.

156.08 DEPARTMENT FURNISHED MATERIAL

Subsection 106.08 applies.

156.09 DOMESTIC MATERIALS

Subsection 106.09 applies.

156.09.1 Steel Price Adjustments

Subsection 106.09.1 is rescinded and replaced with the following:

Steel price adjustments are not allowed for lump sum projects.

156.10 MIX DESIGNS AND TESTING OF MATERIALS

Subsection 106.10 applies.

SECTION 157

LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

157.01 LAWS, RULES, AND REGULATIONS TO BE OBSERVED

Subsection 107.01 applies.

157.02 PERMITS, LICENSES, AND TAXES

Subsection 107.02 applies.

157.03 PATENTED DEVICES, MATERIALS AND PROCESSES

Subsection 107.03 applies.

157.04 RESTORING SURFACES OPENED BY PERMIT

Subsection 107.04 applies.

157.05 FEDERAL AID PARTICIPATION

Subsection 107.05 applies.

157.06 PUBLIC CONVENIENCE AND SAFETY

Subsection 107.06 applies.

157.07 RAILWAY-HIGHWAY PROVISIONS

Subsection 107.07 applies.

157.08 LOAD RESTRICTIONS

Subsection 107.08 applies.

157.10 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

Subsection 107.10 applies.

157.13 INSURANCE REQUIREMENTS

Subsection 107.13 applies unless otherwise provided.

157.14 THIRD PARTY BENEFICIARY CLAUSE

Subsection 107.14 applies.

157.15 RESPONSIBILITY FOR DAMAGE CLAIMS

Subsection 107.15 applies.

157.16 OPENING SECTIONS OF PROJECT TO TRAFFIC

Subsection 107.16 applies.

157.17 CONTRACTOR'S RESPONSIBILITY FOR WORK

Subsection 107.17 applies.

157.18 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES

Subsection 107.18 applies.

157.19 FURNISHING RIGHT OF WAY

Subsection 107.19 applies.

157.20 PERSONAL LIABILITY OF PUBLIC OFFICIALS

Subsection 107.20 applies.

157.21 NO WAIVER OF LEGAL RIGHTS

Subsection 107.21 applies.

157.22 PROTECTION OF ARCHEOLOGICAL AND HISTORICAL FINDINGS

Subsection 107.22 applies.

157.25 ACCESS TO CONTRACTOR'S RECORDS

Subsection 107.25 applies.

157.26 LIABILITY FOR CERCLA/CECRA CLAIMS

Subsection 107.26 applies.

157.27 DIESEL FUEL USED ON THE PROJECT

Subsection 107.27 applies.

**SECTION 158
PROSECUTION AND PROGRESS**

158.01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT

Subsection 108.01 applies.

158.02 NOTICE TO PROCEED

Subsection 108.02 is rescinded and replaced with the following:

Design work may not begin on the Project until all Subsection 103.07 requirements are met, and construction may not begin until the Department issues the RFC plan set to the Contractor.

158.03 PROSECUTION OF WORK

Subsection 108.03 applies; Subsection 108.03.1 paragraph 2 is rescinded.

158.04 LIMITATION OF OPERATIONS

Subsection 108.04 applies.

158.05 CHARACTER OF WORKERS

Subsection 108.05 applies.

158.06 METHODS AND EQUIPMENT

Subsection 108.06 applies.

158.07 CONTRACT TIME AND DETERMINATION OF COMPENSATION AND EXTENSION OF CONTRACT TIME FOR EXCUSABLE, NONCOMPENSABLE, AND COMPENSABLE DELAYS

Subsection 108.07 applies.

158.08 FAILURE TO COMPLETE ON TIME

Subsection 108.08 applies.

158.09 DEFAULT OF CONTRACTOR

Subsection 108.09 applies.

158.10 TERMINATION FOR PUBLIC CONVENIENCE

Subsection 108.10 applies with the following addition:

158.10.2- Payment

Subsection 108.10.2 applies except for the first paragraph which is rescinded and replaced with the following:

Payment will be prorated for the percentage of completed work for each item listed in the SOV.

**SECTION 159
MEASUREMENT AND PAYMENT**

159.01 MEASUREMENT OF QUANTITIES

Subsection 109.01 is rescinded and replaced with the following:

Method of Measurement for Design-Build Contracts is also governed by Subsection 151.01.

Work completed under the Contract will be measured using the United States Customary Units. The method of measurement and computations used in determining quantities of material furnished and work performed are those methods recognized as conforming to sound engineering practice.

A station, when used as a term of measurement, is 100 feet.

Longitudinal and transverse measurements for surface area computations will be made horizontally using the neat plan dimensions.

Structures are measured using neat lines shown on the plans or altered to fit field conditions.

Items that are measured by the foot, such as pipe culverts, guardrail, underdrains, and the like, are measured parallel to the structure base or foundation.

Computing excavation volumes will be by the average end area method or by alternate methods involving three-dimensional measurements (delta surface).

The term "gauge", when used for measuring plates, is the U.S. Standard Gauge. Galvanized sheets used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing are specified and measured as sheet thickness in inches.

When the term "gauge" refers to measuring wire, it is the U.S. Steel Wire Gauge.

The term "ton" is the short ton consisting of 2,000 pounds.

Lump sum payment is complete payment for the lump sum bid items described in the Contract.

When a complete structure or structural unit (i.e., lump sum work) is specified as the unit of measurement, the unit includes all necessary fittings and accessories.

When standard manufactured items are specified, such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., this identification is the nominal weight or dimension. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Other quantities are computed in the contract units using established engineering principles, without consideration of local rules or customs.

159.02 SCOPE OF PAYMENT

Subsection 109.02 is rescinded and replaced with the following:

Basis of Payment for Design-Build Contracts is also governed by Subsection 151.01.

The Department will enter into a Lump Sum Contract with the successful Firm. In accordance with Subsection 155.02, the Firm will provide an SOV to the Department for approval. The total of the SOV will be the lump sum contract amount. A template SOV can be found on the Alternative Contracting webpage at <https://www.mdt.mt.gov/business/contracting/alternative.aspx>.

The terms and conditions of the Contract are fixed price and fixed time. The Firm's submitted Bid Price Proposal is to be a lump sum amount for completing the scope of work as defined by the Contract.

Receive and accept the specified compensation as full payment for furnishing all materials, performing all work under the Contract in a complete and acceptable manner and for all risk, loss, damage, or expense arising from the work, in accordance with Subsection 107.21.

The payment of any current or final estimate or of any unpaid contract funds does not prejudice or affect the Contractor's obligation to submit for final acceptance a completed improvement meeting the Contract requirements.

In accordance with Section 15-50-101 MCA, for Contracts exceeding \$5,000, including approved modifications, the Department will withhold 1% of the dollar amount of all Contractor payments. All payments by a prime Contractor to a subcontractor are also subject to this 1% gross receipts fee. The Prime Contractor must withhold 1% of all payments made to subcontractors.

159.02.1 Pay Unit Rounding

All quantity calculations will be rounded for payment in accordance with Table 109-1.

159.02.2 Invoicing

Invoicing will be based on the percentage of completion of work items as listed in the SOV and the project schedule.

Submit a draft invoice by the 25th of each month. Upon receipt of a draft invoice, the Project Manager will coordinate with the Firm's Project Manager and make the decision whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished. Include with

each monthly invoice a brief explanation of all items requested. After Project Manager concurrence, the invoice will be processed for payment.

The Department will not make payment on stockpiled materials until the complete SOV has been submitted and approved. Stockpiled materials will be paid in accordance with Subsection 109.07.

Include an updated project schedule and MT-601 Materials List – Items and Quantities with each monthly invoice.

159.03 COMPENSATION FOR ALTERED QUANTITIES

Subsection 109.03 is rescinded.

159.04 PAYMENT FOR EXTRA WORK

Subsection 109.04 applies.

159.05 DELETED OR TERMINATED WORK

Subsection 109.05 applies.

159.06 PARTIAL PAYMENTS

Subsection 109.06 applies.

159.07 STOCKPILED MATERIALS

Subsection 109.07 applies.

159.09 MOBILIZATION

Subsection 109.09 applies.

159.10 OVERPAYMENTS

Subsection 109.10 applies.

159.11 FUEL PRICE ADJUSTMENTS

Subsection 105.11 is rescinded and replaced with the following:

Fuel price adjustments are not allowed for lump sum projects.

159.12 TRAINING PROGRAM

Subsection 109.12 applies.

Specifications Revision Process

Submit proposed changes in **writing** to the Specifications Engineer. Include the following:

1. The title and Section or Subsection to be revised. Use the most current version of the Spec Book.
2. A description of the change needed. It is recommended that proposed language be included but is not required.
3. List any specifications, Detailed Drawings or manual sections that may be affected due to the proposed revision.
4. A brief explanation to support the need and reason for the change. The Specifications Engineer may request additional supporting data and analysis after receipt of the proposed specification revision.
5. A brief statement explaining if the revision requires an implementation plan and if so, state who may be impacted by the change. Will the change require advance notice prior to implementation to ensure lead time to allow coordination and compliance with the change?
6. A list of those consulted and involved with the recommended change.

Submit the proposed change in one of the following ways:

1. MDT employees may e-mail to MDT Construction Specifications
2. External submissions emailed to mdtspecifications@mt.gov

The complete revision process is available here:

https://www.mdt.mt.gov/other/webdata/external/const/proposed_spec_changes/SPEC_REVISION_PROCESS.PDF