

**YELLOWSTONE COUNTY, MONTANA**  
**Invitation For Bid**  
**2026 Dust Suppressant Transport & Distribution on**  
**Various Gravel Roads in Yellowstone County**

**1. Introduction**

Notice is hereby given that Yellowstone County is seeking bids from qualified vendors for the transport and distribution of dust suppressant on various gravel roads in Yellowstone County, totaling up to 22.6 centerline miles. Bids should include the cost of all materials, permits, labor and equipment necessary to complete the project.

**2. Bid Submission Requirements**

Offerors shall submit a hard copy of the bid form in a sealed envelope. All bids must be labeled **“2026 Dust”**. Bids may either be mailed or physically delivered to the following addresses.

**Mail To:**

Yellowstone County BOCC  
PO Box 35000  
Billings, MT 59107

**Physically Deliver To:**

Yellowstone County BOCC  
John V. Ostlund Building, Room 419  
2825 3<sup>rd</sup> Avenue North  
Billings, MT 59101

**All bids must be received no later than 3:00 PM on Monday, June 15, 2026.** Bids received after this deadline will not be considered.

All bids must include a Bid Security made in favor of Yellowstone County in an amount equal to 10% of the total bid. The security may consist of a bid bond, cash, a cashier's check, a certified check, a bank money order, a certificate of deposit, a money market certificate, or a bank draft. The security must be: a) drawn and issued by a federally chartered or state chartered bank or savings and loan association that is insured by or for which insurance is administered by the Federal Deposit Insurance Corporation; or b) drawn and issued by a credit union insured by the National Credit Union Share Insurance Fund; or c) a bid bond or bonds, original only, no photocopies, executed by a surety company authorized to do business in the State of Montana. Facsimiles, personal and/or business checks are not an acceptable form of security.

Timely bids will be opened and read aloud at 10:00 AM, on Thursday, June 18, 2026, in Room 309 on the 3<sup>rd</sup> Floor of the John V. Ostlund Building, 2825 3<sup>rd</sup> Avenue North, Billings, MT 59101.

### 3. Timeline & Selection Process

Event	Date/Time
Publication Dates for IFB	Friday, June 5, 2026 Friday, June 12, 2026
Deadline for Bids	3:00 PM on Monday, June 15, 2026
Bid Opening	10:00 AM on Thursday, June 18, 2026
Notice of Intent to Award Posting	Tuesday, June 23, 2026
Notice of Award	Tuesday, June 30, 2026

Yellowstone County reserves the right to modify the above timeline as needed.

Bids that do not meet minimum specifications provided will be considered non-responsive.

The Board of County Commissioners intend to award the contract to the lowest responsive and best responsible bid. The Board reserves the right to reject any or all bids received, to waive informalities to evaluate the bids submitted, and to accept the bid that best serves the interests of Yellowstone County.

### 4. Amendments to Solicitation

Any interpretation, correction, or addition of this request will be published on the County website at <https://www.yellowstonecountymt.gov/purchasing/>.

### 5. Contact Information & Questions

Any questions regarding the project or bid submittal procedures should be submitted, in writing, to Matt Kessler, Purchasing Agent, at [mkessler@yellowstonecountymt.gov](mailto:mkessler@yellowstonecountymt.gov), or Jay D. Anderson, Public Works Deputy Director, at [janderson@yellowstonecountymt.gov](mailto:janderson@yellowstonecountymt.gov).

### 6. Miscellaneous

#### Compliance With Laws

Each bidder must have a current Montana Public Contractor's Registration number when submitting their bid. The number must appear on the bid. All subcontractors, if any, must

obtain a registration number prior to beginning any work on the project. Bid only registrations are acceptable for the bidding process. No bid may be withdrawn for at least 45 days after the scheduled deadline time for receipt of the bids.

The successful bidder will be required to follow all the directives included in section 18-2-422 of the Montana Code Annotated concerning Montana Prevailing Wages for Highway Construction 2026. Those directives are as follows:

- (1) The contractor and employers shall pay the standard prevailing wage rate, including fringe benefits, for each job classification as stated in the current prevailing wage rate schedules. The current schedules are available at the State of Montana website. It is the responsibility of the contractors to obtain and use the applicable Wage Rate Schedules.
- (2) each contractor and employer are required to maintain payroll records in a manner readily capable of being certified for submission under statute 18-2-423, for not less than 3 years after the contractor's or employer's completion of work on the project; and
- (3) Each contractor is required to post a statement of all wages and fringe benefits in compliance with 18-2-423.

Statute 18-2-423 is as follows: If a complaint is filed with the department alleging noncompliance with 18-2-422, the department may require the project to submit to it certified copies of the payroll records for workers employed on that project. A contractor or a subcontractor shall pay employees receiving an hourly wage on a weekly basis. If a wage violation complaint is filed with the department, the contractor or subcontractor shall provide the employee's payroll records to the department within 5 days of receiving the payroll request from the department.

The Contractor is required to comply with all other applicable provisions of Title 18, Chapter 2, and Part 4 of the Montana Code Annotated.

The successful bidder will be required to give preference to the employment of bona fide Montana residents in the performance of the work on this project.

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, and regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975, and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects Subcontractors to the same provisions. In accordance with Section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

## **Insurance Requirements**

The Contractor shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County, as additional insured for this project against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of One Million Dollars (\$1,000,000.00) for each claim and Two Million Dollars (\$2,000,000.00) in the aggregate arising from incidents which occur as the result of Contractors negligence during the project and for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain for this project at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the project by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the project.

Contractor shall name on the Certificate of liability insurance Yellowstone County, as additional insured throughout the project. In addition, Contractor will furnish to Yellowstone County, a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County, are named as an additional insured under the Contractors insurance policy for this project. Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work on the project.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County, from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated there with (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence during this project. And for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph shall not be limited by any assertions or finding that Yellowstone County, is liable for any damages by reason of a non-delegable duty.

The Board of County Commissioners intend to award the contract to the lowest responsive and responsible bid. The Board reserves the right to reject any or all bids received, to waive informalities to evaluate the bids submitted, and to accept the bid that best serves the interests of Yellowstone County.

Done by order of the Board of County Commissioners, Yellowstone County, Montana this 2<sup>nd</sup> day of June 2026.

Board of County Commissioners  
Yellowstone County, Montana

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Mark Morse

Chair

Attest:

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Jeff Martin  
Clerk and Recorder

**2026 Dust Suppressant Transport & Distribution on  
Various Gravel Roads in Yellowstone County  
Price BID Sheet (1 of 2)**

Please include this sheet (these sheets) with your other documents when submitting your proposal.

Please place bid price sheet(s) in the front of your proposal.

Bidder to perform all of the work described in the Specifications and shown on the Plans for the following amount. If not electing to provide cost for either of the bid items below, indicate as such by placing a '\$0' for unit price and total.

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Transport	Each	6.00		
2	Distribution	L.F.	119,328.00		
	<b>CONTRACT TOTAL</b>				

**BASIS OF AWARD:** The Board of County Commissioners reserves the right to reject any or all bids received, to waive informalities to evaluate the bids submitted, and to accept the bid that best serves the interests of Yellowstone County. It is the intention of the County, to undertake and complete all portions of this project in 2026 but if that is not possible either because of weather, funding, or availability of materials; the lowest bid submitted for the overall project will be considered first. A preconstruction meeting will be held after bid opening and prior to the County giving Contractor the Notice to Proceed.

**PROJECT MUST BE COMPLETED AND  
FINAL PROGRESS PAYMENT  
MUST BE SUBMITTED BY AUGUST 30, 2026**

**2026 Dust Suppressant Transport & Distribution on  
Various Gravel Roads in Yellowstone County  
Price Sheet (2 of 2)**

Please include this sheet (these sheets) with your other documents when submitting your proposal.

**SIGNATURE OF BIDDER:**

If an Individual: \_\_\_\_\_, doing business  
as \_\_\_\_\_

If a Partnership: \_\_\_\_\_  
by \_\_\_\_\_, partner

If a Corporation: \_\_\_\_\_  
(a \_\_\_\_\_ Corporation)  
by \_\_\_\_\_ (SEAL &)  
Title \_\_\_\_\_ (ATTEST)

Business Address and Phone Number of Bidder

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The Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

Submitted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

## **CHECK LIST**

Please be sure you have completed the following prior to submitting your bid.

1. Read and understand the specifications.
2. Enclosed a ten (10) percent bid bond.
3. Have made yourself familiar with any State or County laws that pertain to the bid.
4. Asked and received answers to any questions regarding the bid procedure, specifications or general information.
5. Addressed and mailed or delivered your bid to be received at the correct address by the time and date indicated in the Invitation to Bid.

## Exhibit A - Scope of Work & Specifications 2026 Dust Suppressant Transport & Distribution

		Total CL Mile Length = <b>22.6</b>	
Street Name	Location	Limits	Approx. CL Length (mi)
<b>Moser Dome Rd</b>	Laurel	Byam Rd to Richardson Rd	4
<b>Brohaugh Rd</b>	Laurel		0.5
<b>Davis Creek Rd</b>	Laurel	Moser Dome Rd to east	1.3
<b>Metzger Rd</b>	Laurel	River Rd to south	1.5
<b>S. Strauch Rd</b>	Laurel	S Laurel Rd to South	0.6
<b>Charolais St</b>	Billings	Molt Rd to Molt Rd	1.0
<b>Frank Rd</b>	Laurel	Wold Rd to Shay Rd	1.0
<b>King Ave West</b>	Billings	S 88th St W to west	1.0
<b>Bobolink St</b>	Billings	Dickie Rd to Robin Ave	0.2
<b>Robin Ave</b>	Billings	Bobolink to Bluebird	0.3
<b>Canary Ave</b>	Billings	Bobolink to Dickie Rd	0.5
<b>Bluebird St</b>	Billings	Dickie Rd to Robin Ave	0.2
<b>Old Montana</b>	Billings	Old Hardin Rd to Petrified Tree Pass	0.4
<b>Petrified Tree Pass</b>	Billings	Old Montana Rd to south	0.3
<b>Old Pine</b>	Billings	Whispering Pines Dr to Jackpine Cir	0.5
<b>Pine Hills</b>	Billings	Dickie Rd to east	1.0
<b>Coulson Rd</b>	Billings	Coulson Rd E to Lulu Ln	0.5
<b>W Echo Dr</b>	Billings	All	0.3
<b>Echo Dr</b>	Billings	All	0.2
<b>E Echo Dr</b>	Billings	All	0.2
<b>S Echo Dr</b>	Billings	All	0.1
<b>Walter Rd</b>	Billings	Barrett Rd to south	0.6
<b>Elaine St</b>	Billings	Duran Rd to east (corner)	0.2
<b>Caroline St</b>	Billings	Hawthorne Lane to west	0.2
<b>Crist Dr</b>	Billings	Hawthorne Lane to west	0.2
<b>Columbine Dr</b>	Billings	Galway Dr to Anchor Ave	0.3
<b>Agro Sub</b>	Billings	All of Agro Sub, South of S Frontage Rd, west of Intermountain St	1.0
<b>Duck Creek Rd</b>	Billings	W Fork Duck Creek Rd to south	0.5
<b>Yeoman Rd</b>	Shepherd	12 Mile Rd to west	0.8
<b>N 14th Rd</b>	Worden	W M Rd to north	0.5
<b>N 13th Rd</b>	Worden	W I Rd to north	1.0
<b>N 18th Rd</b>	Worden	W M Rd to north	0.7
<b>West G Rd</b>	Worden	N 5th Rd to east	0.4
<b>West E Rd</b>	Worden	N 5th Rd to east	0.7

## **SCOPE & SPECIFICATIONS**

Dust suppressant transport and distribution shall be performed by Contractors having current certifications required to perform the Work.

The roads included within the Road List are potential roads to receive dust suppressant applications. The segmented mileage and total mileages provided are for estimation purposes only and the final quantities of this contract are subject to change.

Transport and distribution shall be completed in coordination with Yellowstone County Road and Bridge personnel – contact Andy Dean (406-208-9077). The County and Contractor will agree upon application lengths, locations, and dates. The County is responsible for preparing the agreed upon limits of gravel road surface for the Contractor. The Contractor is responsible to complete the agreed upon transport and distribution within an agreed upon three-day window. The County will deduct from the next invoice any rework that is required by the County if the Contractor fails to meet the three-day application window. The deduct will be based upon length of roadway prepared at a rate of \$250.00/mile.

Dust suppressant shall be liquid Magnesium Chloride ( $MgCl_2$ ). This Contract specifies that a liquid solution having 32% (+/- 2%) magnesium chloride concentrate by mass is applied to the gravel road surface. Water shall comprise the remainder of the solution. Prior to application, Contractor shall provide material specs that include the batch date, brand name and supplier information, specific gravity at 60 degrees Fahrenheit, percent solids by mass, and pH of the magnesium chloride. Material safety data sheets must accompany each transport.

County gravel road widths vary. Coverage width shall extend 11-ft each side of centerline (22-ft total width) at the rate of 1 gallon per linear foot. This roughly equates to 0.4 gallons of magnesium chloride solution per square yard. Distributor trucks must have computer-controlled spray systems to ensure coverage uniformity. Distributor equipment must be serviced and in good operating condition.

The County reserves the right to collect and sample the solution during application to verify the application rate and have the product analyzed for specification adherence. Deductions will be considered if the application rate does not achieve the minimum set forth by this contract, or if the solution does not satisfy the specifications. There will be no reimbursement for application rates exceeding the minimum set forth by this contract.

## **MEASUREMENT & PAYMENT**

**Transport:** Measurement and payment will be made on a per 'Each' basis and includes all labor, equipment, freight, any necessary coordination with supplier and County, and all other items associated with transport to Yellowstone County for completion of the work. Contractor shall assume six (6) total transports to perform the services.

**Distribution:** Measurement and Payment will be made on a 'Linear Foot' basis of magnesium chloride solution, meeting the specifications above, supplied and distributed on prepared road surface.