This addendum amends drawings and specifications of the above titled project dated as noted above and are hereby incorporated into the contract documents as part thereof.

**PROJECT MANUAL**

**SECTION 00200-INSTRUCTION TO BIDDERS**

1. Page 6 of 14, Article 8.01 – **Bid Security**, Add the following item to the end: The Engineer’s estimate for the project is $169,000.

**SECTION 00300 BID FORM**

1. Page 3 of 9, Bid Item 2 – **Road Over excavation & 3” minus gravel Replacement**, Add to the bid item: This bid item shall include coordinating and constructing a level platform along the gas line that allows Northwestern Energy to excavate an approximate 3 Ft. deep trench to lower the gas line below the road subgrade.

2. Page 4 of 9, Bid Item 5 – **Asphalt Prime Coat**, Remove this bid item in its entirety. Please strike from the bound bid form.

**SECTION 00810 SUPPLEMENTARY CONDITIONS TO THE GENERAL CONDITIONS**

1. Page 6 of 8, Add the following:

**SC-6.19 CONTRACTOR’S GENERAL WARRANTY AND GUARANTEE**

Add new paragraphs to the end of paragraph 6.19 of the General Conditions as follows:

**D.** The contractor shall warranty all materials and equipment furnished and work performed for a period of two (2) years from the date of substantial completion. The contractor warrants and guarantees for a period of two (2) years from the date of substantial completion of the project that the completed project is free from all defects due to faulty materials or workmanship and the contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event the contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred.

**E.** In addition, the Contractor shall be required to attend a warranty inspection, approximately 23 months after substantial completion. The Owner and Engineer will also be present at this inspection. All components of the project will be inspected for defects in materials or workmanship. Any defects found shall be repaired by the Contractor as set forth in the previous paragraph.
SECTION 01570-CONSTRUCTION TRAFFIC CONTROL

1.2 REQUIREMENTS

Add the following:

B. Contractor may close the road to through traffic as long as local traffic is maintained at all times.

DRAWINGS

DRAWING SHEET T0.0 – TITLE SHEET

1. Modify sheet T0.0 as shown in the attached drawings.

DRAWING SHEET C1.0 – EXISTING ROAD SURVEY AND DEMO PLAN

2. Modify sheet C1.0 as shown in the attached drawings.

CLARIFICATIONS

Enclosed are meeting minutes from the Pre-Bid Meeting

Enclosed is the plans holder’s list that have obtained plans from Jackola’s office.

END OF DOCUMENT
Pre-Bid Meeting Minutes

Project: Chapman Hill Paving  
Date/Time: 2 pm, 06/08/17  
Location: Project Site, Bigfork, MT  
Attendees: Toby McIntosh, Jackola; Mike Bestwick, Jackola  See attendance sheet for others

Discussed Items:

• Introduction
  Brief introductions were made.

• Project Overview
  o General Work Scope
    Toby stated the primary objective of the project was to pave approximately 0.4 miles of gravel road and provide improved drainage for the existing gravel road. Improved drainage would be accomplished by creating ditches alongside the road as shown in the drawings.

  o North vs. South road sections
    Toby stated the geotechnical investigation reported high organic matter beneath the south road section gravels. As a result, approximately 4’ of cut will be required to remove the organic matter. Toby stated that the over-excavated organic soil may be suitable to use as topsoil for dressing ditches and cut slopes. Removal of excess material is a part of the contractor’s responsibility. It was stated that the removal of unsuitable soil and the replacement with suitable fill was being bid as a single item and therefore haul tickets from the imported fill would be used to determine pay quantities. During construction, the extent of over-excavation would be verified by the Engineer.

  o Utilities
    ▪ CenturyLink Relocation of existing infrastructure is being coordinated with CenturyLink.
    ▪ Northwestern Energy - Toby stated that there is a 6” gas main that will likely interfere with the over-excavation of organic soils from a depth perspective. Northwestern is planning to excavate alongside the existing gas main and will plan to lower the pipe into a new/adjacent trench. To accomplish, the contractor will need to remove a portion of the existing soils above the gas line to create a platform for Northwestern’s work. Contractor coordination will be required.

  o Traffic Control and Access
    Toby stated that the contractor is responsible for sequencing construction to allow for appropriate traffic control and access. He also stated that the contactor needs to provide a traffic control plan prior to the pre-construction meeting. It was asked is the road could be closed to through traffic while providing local access. This was to be discussed with the County and Citizen’s and clarified with an addendum.

Jackola Engineering & Architecture, PC  
2250 Highway 93 South Kalispell, MT. 59901  
(p) 406.755.3208 (f) 406.755.3218 www.jackola.com
• Trees

It was discussed that trees within the 8’ clear zone need to be removed. As indicated in the plans, several trees were identified to remain and therefore construction should be limited within the drip line. In road cuts, attempts should be made to save the tree where possible. An addendum will be issued to address the potential to grind stumps and if the landowner will want to keep any of the wood. It was discussed unless clarified in an addendum, the contractor should plan on removal of the tree, stump, and limbs. Prior to construction the trees to remain as shown in the drawings will be flagged.

• Bidding and Contract Award

  o Bids – Due June 19th, 9am
  o Sequencing of Project Award

Because the contract is being funded by both the County and residents of Chapman Hill, the Citizens will need to provide their portion of the project costs prior to the issuance of the notice of award. Once private funds are received, the award and contracts will be prepared.

• Questions?

  Prime Coat

It was asked if the Prime Coat is needed as it isn’t often used. Toby noted this had been discussed during the design process and will be revisited with the County. If removed, it will be done via an addendum.

  Inspection

It was asked if Jackola was providing construction oversight. Jackola will be present periodically throughout construction including during over-excavation. Testing will be conducted as outlined in the bid documents. If the County deems it necessary, they may consult with Alpine Geotechnical which conducted the soils investigation.
## Project Name

**Chapman Hill**

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<th>Deposit/Ck #</th>
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<th>Contact</th>
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<td>1</td>
<td>530271</td>
<td></td>
<td>Knife River</td>
<td>3131 Hwy 2 E. Kalispell MT 59901</td>
<td>406-250-0972</td>
<td>Aaron Oberlitiener</td>
<td><a href="mailto:benjamin.olsen@kniferiver.com">benjamin.olsen@kniferiver.com</a></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>10399</td>
<td></td>
<td>AHC</td>
<td>PO Box 7338 Kalispell MT 59901</td>
<td>406-758-6042</td>
<td>Dave Skeley</td>
<td><a href="mailto:dave@lhcmt.com">dave@lhcmt.com</a></td>
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<tr>
<td>3</td>
<td>24152</td>
<td></td>
<td>Sandy Construction</td>
<td>PO Box 507 Bison MT 59911</td>
<td></td>
<td>Mitch Hill</td>
<td><a href="mailto:mitch@sandyconstruction.com">mitch@sandyconstruction.com</a></td>
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| 10|     |              |              |         |       |         |                       |   |
| 11|     |              |              |         |       |         |                       |   |
SECTION 00810

SUPPLEMENTARY CONDITIONS TO THE GENERAL CONDITIONS

These Supplementary Conditions to the General Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

SC-2.01 DELIVERY OF BONDS

Add the following to paragraph: 2.01.A

Engineer shall furnish to Contractor 4 copies of the Agreement and other Contract Documents bound therewith. Contractor shall execute the Agreement, attach executed copies of the required Bonds and Power of Attorney and Certificate of Insurance and submit all copies to the Engineer who will forward them to the Owner. Owner shall execute all copies and return two copies to the Contractor. Owner shall also furnish a counterpart or conformed copy to the Engineer and shall retain three copies.

SC-2.03 NOTICE TO PROCEED

Delete the first sentence of Paragraph 2.03.A of the General Conditions and insert the following in its place:

Following the execution of the Agreement by the Owner and the Contractor, written Notice to Proceed with the Work shall be given by the Owner to the Contractor. The Contract Time will commence to run on the day indicated in the Notice to Proceed.

SC – 2.05 BEFORE STARTING CONSTRUCTION

Add a new paragraph immediately after paragraph 2.05.A.3 of the General Conditions which is to read as follows:

2.05.A.4 Contractor shall submit a preliminary list of construction equipment with hourly rates, owned or rented by the contractor and all Subcontractors that will be used in the performance of the Work. The equipment list will include information necessary to confirm the hourly rates per Paragraph 11.01.A.5.c of the General Conditions and these Supplementary Conditions including: make, model, and year of manufacture as well as the horse power, capacity or weight, and accessories.

SC-2.07 INITIAL ACCEPTANCE OF SCHEDULES

Delete the first paragraph of 2.07.A of the General Conditions in its entirety and insert the following in its place:
Prior to the first application for payment all schedules and documents identified in paragraph 2.05.A shall be finalized and acceptable to the Engineer and Owner. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer and Owner as provided below. Acceptance of these schedules and documents by either Engineer or Owner will neither impose on Engineer or Owner responsibility for the sequencing, scheduling or progress of the Work and will not interfere with or relieve Contractor from Contractor’s full responsibility therefore.

Add the following after Paragraph 2.07.A.3:

Contractor’s Schedule of Equipment will be acceptable to Engineer as to form and substance if it provides the necessary information to reference the equipment and establish the hourly rates in accordance with paragraph 11.01.A.5.c.

SC-4.01 AVAILABILITY OF LANDS

Add to Paragraph 4.01.C of the General Conditions the following:

If it is necessary or desirable that the Contractor use land outside of the Owner’s easement or right-of-way, the Contractor shall obtain consent from the property owner and tenant of the land. The Contractor shall not enter for materials delivery or occupy for any other purpose with men, tools, equipment, construction materials, or with materials excavated from the site, any private property outside the designated construction easement boundaries or right-of-way without written permission from the property owner and tenant.

SC-4.04 – UNDERGROUND FACILITIES

Add the following new paragraph immediately after Paragraph 4.04.A.2.

3. At least 2 but not more than 10 business days before beginning any excavation, the Contractor shall according to MCA 69-4-501, notify all owners of underground facilities and coordinate the Work with the owners of such underground facilities. The information shown or indicated in the Contract Documents with respect to existing underground facilities is based on information and data obtained from the owners of the facilities without field exploration, and as such, Owner and Engineer are not responsible for the accuracy or completeness of such information or data.

SC-5.02 LICENSED SURETIES AND INSURERS

Add the following to the end of Paragraph 5.02.A

Without limiting any of the other obligations or liabilities of the Contractor, Contractor shall secure and maintain such insurance from an insurance company (or companies) authorized to write insurance in the State of Montana, with minimum “A.M. Best Rating” of A-, VI, as will protect the Contractor, the vicarious acts of
subcontractors, the Owner and Engineer and their agents and employees from claims for bodily injury, or property damage which may arise from operations and completed operations under this Agreement. Contractor shall not commence work under this Agreement until such insurance has been obtained and certificates of insurance, with binders, or certified copies of the insurance policy shall have been filed with the Owner and the Engineer.

All insurance coverages shall remain in effect throughout the life of the Agreement, except that the Contractor shall maintain the Commercial General Liability Policy including product and completed operations for coverage for a period of at least two years following the substantial completion date for property damage resulting from occurrences during the agreement period.

SC-5.04 CONTRACTOR’S LIABILITY INSURANCE

Add the following new paragraphs immediately after Paragraph 5.04.B:

C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Law or Regulations:

1. Insurance Certificates
   a. General Liability –
      i. General Aggregate - $2,000,000
      ii. Each Occurrence - $1,000,000
   b. Automobile Liability –
      i. Bodily Injury - $500,000 each person, $1,000,000 Each Accident
      ii. Property Damage - $1,000,000
   c. Worker’s Compensation –
      i. State – Statutory
      ii. Applicable Federal (e.g. Longshoremans) – Statutory
      iii. Employer’s Liability - $1,000,000

Coverage to Include

1. All Owned
2. Hired
3. Non-Owned

4. Contractor’s Liability Insurance under 5.04.A.3 through 5.04.A.6 may be satisfied by primary insurance or a combination of primary and excess or umbrella insurance. Primary occurrence limit cannot be less than $1,000,000.00. Deductible not to exceed $5,000.00 per occurrence on property damage.

5. Add a new paragraph at the end of Paragraph 5.04.B. 1 of the General Conditions as follows:
The Contractor’s insurance coverage shall name the Owner, and Engineer and Engineer’s Consultants as an additional insured under Commercial General Liability, Automobile Liability, Excess or Umbrella policies.

6. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

<table>
<thead>
<tr>
<th>Each Occurrence</th>
<th>$1,000,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aggregate</td>
<td>$2,000,000.00</td>
</tr>
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**SC-5.04.B.5 CANCELATION NOTICE**

Amend paragraph 5.04.B.4 of the General Conditions by striking out the words “30 days” and replacing them with the words “45 days” and as so amended paragraph 5.04.B.4 remains in effect.

**SC-5.06 PROPERTY INSURANCE**

Delete Article 5.06.A of the General Conditions in its entirety.

B. Contractor shall be responsible for any deductible or self-insured retention.

C. The policies of insurance required to be purchased and maintained by Contractor in accordance with this paragraph SC5.06 shall comply with the requirements of paragraph 5.06.C of the General Conditions.

D. The policies of insurance required to be purchased and maintained by Contractor in accordance with this paragraph 5.06.A shall comply with the requirements of GC-5.06.C. The qualifications of the insurance company shall comply with the requirements of SC-5.02.A.

**SC-6.02 WORKING HOURS**

Add the following to Paragraph 6.02.B:

Emergency work may be done without prior permission.

**SC-6.04 PROGRESS SCHEDULE**

Delete Paragraph 6.04.A.1 of the General Conditions in its entirety and replace with the following:

1. Contractor shall submit to Engineer with each application for payment an updated progress schedule reflecting the amount of work completed and adjustments to future work. Such adjustments will be acceptable to Engineer as providing an orderly
progression of the Work to completion within any specified milestones and the Contract Time. No progress payment will be made to Contractor until the updated schedules are submitted to and acceptable to Engineer and Owner. Review and acceptance of progress schedules by the Engineer will neither impose on Engineer responsibility for the sequencing, scheduling or progress of the Work, nor interfere with or relieve Contractor from Contractor’s full responsibility therefore.

SC-6.13 SAFETY AND PROTECTION

Add new paragraphs to the end of paragraph 6.13.D of the General Conditions as follows:

G. It is expressly understood by the parties to this Agreement that the Contractor is solely responsible for initiating, maintaining, and supervising safety precautions and programs in connection with the Work. The right of the Owner and Engineer to observe or otherwise review the Work and operations shall not relieve the Contractor from any or his covenants and obligations hereunder. Contractor shall incorporate all safety requirements into his construction progress and work schedules including preconstruction and scheduled monthly safety meetings, posted safety rules, tailgate meetings, and site inspections by safety and other inspectors employed by the Contractor.

H. The Contractor shall be responsible for and shall take necessary precautions and provide all material and equipment to protect, shore, brace, support and maintain all underground pipes, conduits, drains, sewers, water mains, gas mains, cables etc., and other underground construction uncovered in the proximity, or otherwise affected by the construction work performed by him. All pavement, surfacing, driveways, curbs, walks, buildings, grass areas, trees, utility poles or guy wires damaged by the Contractor’s operations in the performance of this work shall be repaired and/or replaced to the satisfaction of the Owner, Engineer, and effected property owner at the Contractor’s expense. The Contractor shall also be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property or facility, regardless of location or character, which may be caused by moving, hauling or otherwise transporting equipment, materials, or men to and from the work or any part of site thereof; whether by him or his subcontractors. The Contractor shall make satisfactory and acceptable arrangements with owner of, or the agency or authority having jurisdiction over, the damaged property or facility concerning its repair or replacement or payment of costs incurred in connection with said damage.

I. The Contractor shall conduct his work so as to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways, and walks, whether public or private, the Contractor shall obtain approval from the governing party and shall, at his own expense, provide and maintain suitable and safe bridges, detours, and other temporary expedients for the accommodation of public and private drives.
before interfering with them. The provisions for temporary expedients will not be required when the Contractor has obtained permission from the owner and tenant of the private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designated point.

I. Safety provisions must be entirely adequate and meet with City or State and Federal regulations to protect the public on these streets and roads.

**SC-6.19 CONTRACTOR’S GENERAL WARRANTY AND GUARANTEE**

Add new paragraphs to the end of paragraph 6.19 of the General Conditions as follows:

D. The contractor shall warranty all materials and equipment furnished and work performed for a period of two (2) years from the date of substantial completion. The contractor warrants and guarantees for a period of two (2) years from the date of substantial completion of the project that the completed project is free from all defects due to faulty materials or workmanship and the contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event the contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred.

E. In addition, the Contractor shall be required to attend a warranty inspection, approximately 23 months after substantial completion. The Owner and Engineer will also be present at this inspection. All components of the project will be inspected for defects in materials or workmanship. Any defects found shall be repaired by the Contractor as set forth in the previous paragraph.

**SC-6.20 IDEMNIFICATION**

Add a new paragraph immediately after paragraph 6.20.A of the General Conditions which is to read as follows:

While Owner and Engineer may have the right under this Contract to observe or otherwise review the work, progress and operations of the Contractor, it is expressly understood and agreed that such observation shall not relieve the Contractor from any of its covenants and obligations hereunder.

**SC-9.03 PROJECT REPRESENTATIVE**

Refer to the Special Provisions for identification of the responsibilities and authority and limitations of the Engineer’s Resident Project Representative (if any).

**SC-11.03 UNIT PRICE WORK**
Delete paragraph 11.03.D.1 and 2 of the General Conditions in its entirety and insert the following in its place:

1. the quantity of a particular item of Unit Price Work performed by the Contractor differs by more than 25% from the estimated quantity of such item indicated in the Agreement, and

2. the total cost of the particular individual item of Unit Price Work amounts to 10% or more of the Contract Price which is the total sum of all schedules (if any), and

**SC-14.02.A APPLICATIONS FOR PAYMENTS**

Add the following language at the end of paragraph 14.02.A.1 of the General Conditions:

Payments for materials in storage shall be based only upon the actual cost of the materials and equipment to Contractor and shall not include any overhead or profit. Bill of Sale, invoice or other document warranting clear title for materials in storage will be waived for the material in storage included in the first progress payment application. However, proof of payment and clear title must be submitted with Application No. 2 for all material included in Application No. 1. Without such documentation amounts paid for materials in storage will be deducted from subsequent payments.

Add the following to Paragraph 14.02.A.3:

In accordance with state law the Owner may accept deposited securities in lieu of cash retainage.

Add a new paragraph after paragraph 14.02.A.3 to read:

4. Each application for progress payment shall be accompanied by Contractor’s updated progress schedule, shop drawing schedule, procurement schedule, and other data specified herein or reasonably required by Owner or Engineer. The Owner reserves the right to require submission of monthly certified payrolls by the contractor.

**SC-14.02.C PAYMENT BECOMES DUE**

Delete Paragraph 14.02.C.1 of the General Conditions in its entirety and insert the following in its place:

1. The Owner will, upon presentation to him of the Contractor’s Application for Payment with Engineer’s recommendation, review and act upon said payment
request once each month on or about the day of each month stipulated by the Owner at the preconstruction conference. Payment will become due when Owner approves the application for payment and will be paid by Owner to Contractor with in 30 days of the day of the month stipulated above at the preconstruction conference.

SC-14.02.D.1.c

Amend the sentence of Paragraph 14.02.D.1.c to read:

…entitling Owner to a set-off against the amount recommended, including liquidated damages; or…

SC-14.03 CONTRACTORS WARRANTY OF TITLE

Add the following at the end of Paragraph 14.03.A of the General Conditions:

Neither recommendation of any progress payment by Engineer nor payment by the Owner to the Contractor, nor any use or occupancy of the Work or any part thereof will release the Contractor from complying with the Contract Documents. Specifically the Contractor shall maintain in accordance with Article 5, property insurance on all Work, materials, and equipment whether incorporated in the project or not and whether included in an application for payment or not, for the full insurable value thereof. Passing title to Owner for materials and equipment included in an application for payment does not relieve the Contractor of the Contractor’s obligation to provide insurance (including property insurance) as required in Article 5 of the General Conditions and these Supplementary Conditions. All insurance shall remain in effect as provided in Article 5.

SC-14.06 FINAL INSPECTION

Add the following to Paragraph 14.06.A:

After Contractor has remedied all deficiencies to the satisfaction of the Engineer and delivered all construction records, maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents (all as required by the Contract Documents), Owner and Contractor shall be promptly notified in writing by Engineer that the work is acceptable.

SC-16.01 METHODS AND PROCEDURES

Delete article 16.01 of the General Conditions in its entirety and insert the following in its place:

If the parties do not resolve a dispute through direct negotiation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.
SC-17.01 GIVING NOTICE

Add the following to the beginning of Paragraph 17.01.A:

The mailing address for giving notices to Contractor given in the Agreement is hereby designated as the place to which all notices, letters, and other communication to Contractor will be mailed or delivered. The mailing address for giving notices to Owner given in the Agreement is hereby designated as the place to which all notices, letters, and other communication to the Owner shall be mailed or delivered. Either party may change his address at any time by an instrument in writing delivered to Engineer and to other party.

END OF SECTION
SECTION 01570

CONSTRUCTION TRAFFIC CONTROL

All applicable portions of this specification section in the MPW Standard Specifications shall apply with the following additions, deletions and/or modifications.

1.2 REQUIREMENTS

Add the following

B. Contractor may close the road to through traffic as long as local traffic is maintained at all times.