Bid Set

Contract Documents and Specifications

2023 CRACK SEAL PROJECT

Flathead County, Montana
May 2023

Prepared by:
Flathead County Road & Bridge Department
Kalispell, Montana

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DIVISION 00

BIDDING & CONTRACTING REQUIREMENTS

2023 CRACK SEAL PROJECT

SECTION 00100
INVITATION TO BID

The Board of County Commissioners of Flathead County, Montana will receive sealed bids for the **2023 Crack Seal Project**. The project primarily consists of furnishing materials, labor, and equipment required to complete crack sealing efforts throughout the Flathead County Roadway System. Various roadways will be receiving crack sealing improvements in Flathead County, and the Contractor should be prepared to mobilize equipment on a daily basis.

Digital project bidding documents are available upon request at the **Flathead County Road & Bridge Department, 1249 Willow Glen Drive, Kalispell, Montana 59901, (406) 758-5790.** Contact the Flathead County Road & Bridge Department for a digital copy of the bidding documents. You may download and print the Contract Documents at no charge from their website, www.flathead.mt.gov/department-directory/roads-and-bridges, however, all Prime Contractors that intend to offer a bid for this project must contact the Flathead County Road & Bridge Department at the address stipulated above to obtain an "Official" Bid Packet, at no charge, and to get their name added to the Planholders List. The entire set of project documents may also be obtained, in the form of printed plans, contract documents, specifications, and an "Official" Bid Packet for a non-refundable deposit of $100.00, if the Contractor chooses not to download and print their own documents. No bids will be considered unless they are submitted with the "Official" Bid Packet and the Contractor's name has been included on the Planholders List.

The Contractor and any of the Contractor's Subcontractors bidding or doing work on this project are required to be registered with the Montana Department of Labor and Industry (DLI) at the time of bid submission. Forms for registration are available from the Department of Labor and Industry, PO Box 8011, 1805 Prospect, Helena MT 59604-8011. Information on registration can be obtained by calling (406) 444-7734. The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

Any bidder wanting more information may contact the Flathead County Road & Bridge Department at (406) 758-5790.

A Pre-Bid Meeting will be held at the office of the Flathead County Road & Bridge Department commencing at 2:00 PM on Thursday, May 18, 2023. Interested Bidders are encouraged to attend the Pre-Bid Meeting.

Bids will be received at the Board of County Commissioners of Flathead County, 800 South Main Street, Room 302, Kalispell, Montana 59901 until 4:00 PM, local time, on Wednesday, May 24, 2023. All bids will be publicly opened and read aloud at 9:00 AM, local time, Thursday, May 25, 2023, in the Commissioners' Chambers, located on the third floor of the County Courthouse.

All bidders shall, as bid security, accompany the bid with 1) lawful currency of the United States or a cashier's check; or 2) a certified check or bank money order drawn and issued by a national bank located in Montana or by a banking corporation incorporated in Montana; or 3) a bid bond or bonds, executed by a surety corporation authorized to do business in Montana. The bid security shall be in the amount of ten percent (10%) of the amount bid. Any such bank instrument shall be payable to Flathead County. If a contract is awarded, the bidder whose bond is accepted and who shall thereafter refuse to enter into and execute the proposed contract, or as stated in the covenant, shall absolutely forfeit such moneys or bank instruments to the County, and become immediately liable on said bid bond in said sum. The bid security shall be returned to the unsuccessful bidders.

All bids must expressly covenant that if the bidder is awarded the contract, the bidder shall within ten (10) calendar days of the acceptance of said bid by the County Commissioners, enter into a contract, and give

good and sufficient bond to secure the performance of the terms and conditions of the contract. In the event the successful bidder does not enter into a formal contract within ten (10) calendar days or give sufficient bond to secure performance, the bidder shall pay unto the County the difference between the amount of the bid of said bidder and the amount for which the County legally contracts with another party to perform said work if the latter amount is more than the former.

Award of the project will be contingent upon funding and award concurrence from the County Commissioners. Bids may only be withdrawn as provided in Article 15 of the Instructions to Bidders after the scheduled time for the public opening of bids. Except as provided in the aforementioned Article 15, no bid shall be withdrawn after the opening of bids without the consent of the County Commissioners for a period of sixty (60) days after the scheduled time of receiving the bids.

The County will accept the lowest responsible bid, but the County Commissioners reserve the right to reject any and all bids or to waive any technicality or informality and accept any bid which may be deemed in the best interest of the County.

The successful bidder will be required to furnish an acceptable security for the full amount of the contract for faithful performance thereof and payment of labor, material, and subcontractor claims.

The successful bidder shall be required to furnish to the County evidence of insurance in accordance with the Seventh Edition of the Montana Public Works Standard Specifications. The successful bidder shall for the purpose of the Contract with the County, name Flathead County as additional insured on said policy while performing work under County contract.

The successful bidder will be assessed the Montana Contractor's withholding tax.

The successful bidder will be required to abide by Federal and State laws, particularly Section 18-2-401 et seq., M.C.A. (Montana Prevailing Wage Rates).

Authorized by order of the Board of County Commissioners of Flathead County, Montana, in a regular meeting dated this 2nd day of May 2023.

BOARD OF COUNTY COMMISSIONERS
Flathead County, Montana

By: _____
Brad W. Abell, Chairman

Publish on: May 7, 2023
May 14, 2023

SECTION 00200
INSTRUCTIONS TO BIDDERS

These Instructions to Bidders amend or supplement the Instructions to Bidders contained within the Seventh Edition of the Montana Public Works Standard Specifications. All provisions that are not amended or supplemented remain in full force and effect.

The Contractor is encouraged to investigate the site prior to submitting the bid. Investigations that include excavation activities must be coordinated with the engineer and approved by Flathead County. All investigations must be performed within the two-week period prior to the bid opening. Traffic and pedestrian control associated with these investigations shall be the responsibility of the Contractor and must be approved by the appropriate agency.

ARTICLE 1 - DEFINED TERMS

Add the following immediately after 1.01.A:

B. Owner - Flathead County, Montana

C. Engineer - Robert Peccia & Associates, Inc. (RPA)

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

Delete paragraphs 3.02.A, B, and D in their entirety.

ARTICLE 12 - PREPARATION OF BID

Delete 12.02 and replace with the following:

12.02 All Bids must be submitted on an "Official" Bid Form supplied by the Owner and get their name added to the Planholders List. Contractors that intend to offer a bid for this project must contact the Flathead County Road & Bridge Department, 1249 Willow Glen Drive, Kalispell, Montana 59901 to obtain an "Official" Bid Proposal, at no charge, and to get their name added to the Planholders List. No bids will be considered unless they are submitted with the "Official" Bid Proposal and the Contractor's name has been included on the Planholders List.

ARTICLE 18 - EVALUATION OF BIDS AND AWARD OF CONTACT

Add the following immediately after 18.05.D:

E. Award of the contract shall be to the lowest "responsible" Bidder whose unit price is the lowest "responsible" bid for the work.

Add the following paragraph immediately after 18.07:

18.08 As part of Owner's investigations, the apparent low bidder may be required to meet with the Owner and the Engineer for a pre-award conference prior to the award of the contract for the purpose of discussing pertinent details pertaining to the proposed Work.

Add the following ARTICLE immediately after ARTICLE 21:

ARTICLE 22 - APPLICATIONS FOR PAYMENT

22.01 Progress payments will be made during the course of the contract on the basis of the completed and accepted quantities of work measured in place. The Application for Payment must be accompanied by Certified Payroll Records for all workers that perform in any capacity on the

project.

22.02 In accordance with Section 15-50-206 of the Montana Code Annotated, the County shall withhold 1% of all payments due to the Contractor (Gross Receipts) and shall transmit that money to the Department of Revenue.

22.03 The County issues checks in accordance with the payable schedule prepared by the Finance Department. Applications for Payment shall be submitted at least fifteen (15) days prior to the next scheduled issuance of checks in order to allow sufficient time for review and processing.

END OF SECTION

SECTION 00300
BID CONDITIONS

These Bid Conditions replace Form C-410 contained within the Seventh Edition of the Montana Public Works Standard Specifications.

ARTICLE 1 - OWNER AND BIDDER

1.01 This Bid is submitted to:

Clerk to the Board of County Commissioners
800 South Main Street, Room 302
Kalispell, Montana 59901

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

ARTICLE 2 - ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid and shall be enclosed with the "Official" Bid Proposal:

A. Required Bid security.

ARTICLE 3 - SUBMITTING THE BID

3.01 Bidder acknowledges that:

A. Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

B. ~~Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents~~.

ARTICLE 4 - TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5 - BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period* - This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders* - Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

ARTICLE 6 - BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
    a. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

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

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

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

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

2023 CRACK SEAL PROJECT

BID SHEET - Digital

All Bidders must contact the Flathead County Road & Bridge Department at the address stipulated in Section 00100 and Section 00200 to obtain an "Official" Bid Proposal and get their name added to the Planholders List.

The Bid for the following items is for all construction work described in the Contract Documents. The bid price shall include all temporary or permanent equipment, materials, supplies, and labor necessary to construct the items in accordance with the Contract Documents. Bidders shall reference Section 00910, Measurement and Payment, for a detailed description of the Bid Items for Bidding Purposes.

Bid Item	Description	Total Price	Quantity	Unit	Unit Price
BASE BID					
1.	Crack Preparation & Sealing	$ 250,000	_____	LF	$_____

Unit Price Bid: **$**_____

_____

(Total Unit Price Bid Written in Words)

Note: The goal of this project is to perform $250,000 worth of crack sealing on various roadways. The Contractor shall provide a total lineal footage of cracks that can be sealed for $250,000 and then a unit price per lineal foot. The award will be based on the lowest unit price per lineal foot of sealed cracks (i.e., the resulting highest number of lineal feet of cracks that can be sealed with the $250,000 budget).

END OF SECTION

NOT FOR BIDDING

SECTION 00520
2023 CRACK SEAL PROJECT
AGREEMENT

This Agreement is entered into as of the _____ day of _____, 2023, by and between Flathead County ("County") and _____ ("Contractor"). The parties hereto agree as follows:

1. DESCRIPTION OF WORK

A. Contractor agrees, for the consideration and under the terms and conditions hereinafter set forth, to furnish and transport all necessary labor, materials, tools, implements, and appliances required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the County, free of any and all liens and claims of laborers, material, men, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county, and city ordinances, rules, and regulations, the project which is described in the Invitation to Bid and these Contract Documents.

B. The Project shall be accomplished according to all of the contract documents, as listed below, and according to the Contract Documents and Specification prepared in connection with the Project and incorporated herein by reference, which Specifications may be amended from time to time. The contract documents include:

1. Invitation to Bid
2. Instructions to Bidders
3. Bid Conditions
4. Bidder's Checklist
5. "Official" Bid Proposal
6. EJCDC Standard General Conditions (Incorporated by Reference)
7. Supplementary Conditions to EJCDC Standard General Conditions
8. Special Provisions
9. Montana Public Works Specifications (Incorporated by Reference)
10. Technical Specifications and Modifications to MPW Technical Specifications
11. Miscellaneous Forms
12. Minimum Standards for Design and Construction for Flathead County (Incorporated by Reference)

2. CONTRACT PRICE

The County shall pay Contractor for such labor and materials _____ _____ hereinafter called "Contract Price" as follows:

The County agrees to make progress payments to Contractor within thirty (30) days following the Owner's approval of the request for payment, in an amount equal to ninety-five percent (95%) of the portion of the Contract Price allocable to labor, materials and equipment incorporated into the Project, less the aggregate of previous payments.

Upon completion of the Project, the remaining five percent (5%) of the Contract Price will be paid after the Project is inspected and accepted by the County as described in the Flathead County Supplementary Conditions. The Performance Bond shall remain in full force and effect through the contract period.

3. DISCHARGE OF LIENS

If at any time during the progress of the work or before the final payment is made, any lien or claim of lien is filed, or notification to withhold money for labor or materials furnished by or through Contractor under this Agreement is served on the County, the County shall have the right to withhold from any payment due Contractor, an amount equal to one and one-half (1 ½) times the amount of any or all such liens or claims. If Contractor has not settled the liens or claims by the date of completion of the Project, the County shall have the right, but shall not be obliged, to discharge any and all such liens or claims out of the withheld money.

4. EXTRA WORK

If at any time or times during the progress of the Project, the County desires to make any additions to, alterations of, deviations from, or omissions from the Project, it may do so and the same shall in no way affect or make void this Agreement, but no such additions, alterations, deviations, or omissions shall be made except on the County's written request. Any such alterations, deviations, or omissions that decrease the cost of the Project shall be evaluated on a lump-sum basis and this amount shall be deducted from the Contract Price. Any such additions, alterations, or deviations that increase the cost of the Project shall at the County's option be evaluated (1) on a lump-sum basis, the amount thereof to be agreed on in writing before the initiation of such addition, alteration, or deviation, or (2) on the basis of Contractor's actual out-of-pocket expenses plus ten percent (10%). This extra work shall be held to be completed when the entire Project is finished in accordance with the original Plans and Specifications as amended by such changes, whatever may be their nature or extent. No premium rate for overtime, weekend or holiday work is authorized by the County.

5. TIME FOR COMMENCEMENT AND COMPLETION

Contractor agrees to commence work as specified in the Notice to Proceed. The Contractor agrees to complete the entire Project under this Agreement, as may be amended, no later than **12** calendar days after the Notice to Proceed commencement of work date and all work to be completed by **June 30, 2023,** as specified in the Special Provisions.

6. COMPLIANCE WITH STATE LAW

Contractor shall at all times pay prevailing wages as provided in Section 18-2-401, MCA. The prevailing wage rates, including fringe benefits, applicable to the Project are incorporated herein by reference. In addition, the Contractor shall be required to pay the 1% public contractor license fee required by Section 15-50-101, et seq., MCA, and such amount shall be withheld by the County and remitted to the Montana Department of Revenue. Contractor shall comply with Section 18-2-403, MCA, regarding preference in employment to Montana residents. Finally, Contractor shall comply with Section 39-3-701, et seq., MCA, which requires the posting of a bond with the Commission of Labor and Industry to insure payment of workers' wages and fringe benefits.

7. CHARGES AND LIENS

Contractor shall pay all charges incurred by him for labor and materials used in the Project as they become due. Should Contractor fail to pay any such charge, or fail to furnish the County with proper indemnity, either by satisfactory corporate surety bond or satisfactory title insurance policy, the County may pay the same on behalf of Contractor and shall be reimbursed by the Contractor for such payment on request. The County, however, shall not be entitled by means of assignments or

otherwise to collect from Contractor any greater amount under this Section than the amount actually paid by the County (including attorneys' fees and costs) in reasonable settlement or discharge of any such charge for labor and materials.

8. INDEMNITY AGREEMENT

Contractor shall indemnify and save harmless the County and its agents and servants, and each of them, of and from any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities, in law or in equity, of every kind and nature whatsoever, for, but not limited to, injury to or death of Contractor, any subcontractor, or any employees of the County, Contractor, or any subcontractor, or any other person, and damages to or destruction of property of the County or any other person, arising out of or in any manner directly or indirectly connected with the work to be performed under this Agreement, however caused, regardless of any negligence of the County or its agents or servants, be it active or passive, except the sole negligence or willful misconduct of the County or its agents or servants. Said indemnification shall include the defense of any actions or other legal proceedings and reimbursement of attorneys' fees and other legal expenses incurred by the County and shall include any and all penalties imposed upon the County on account of the violation of any law or regulation by Contractor.

9. INSURANCE

A. Before commencement of any work under this Agreement, Contractor shall take out and thereafter during the life of this Agreement maintain in full force and effect an insurance policy written upon a form and by a company which meets with the approval of the County, insuring the County, its officers, agents, and employees against loss or liability which may arise during the work on the Project, or which may result from any of the work herein required to be done, including all costs of defending any claim arising as a result thereof. Insurance shall be written to meet the limits specified in the Flathead County Supplementary Conditions. Said policy shall be written in favor of Contractor and all subcontractors and also in favor of the County, its officers, agents, and employees and shall be maintained in full force and effect until the Project is unconditionally accepted by the County. This insurance policy shall state by its terms that it shall not be canceled without ninety (90) days written notice thereto having been given to the County.

B. Before commencement of any work under this Agreement, Contractor shall take out and thereafter during the life of this Agreement, maintain in full force and effect workers' compensation insurance covering Contractor's full liability for compensation to any person or persons who are or may be engaged in the execution of the work done under this Agreement, in compliance with all Workers' Compensation Insurance of the State of Montana and amendments thereto.

C. Written proof of compliance with these requirements (a) and (b) shall be filed with and approved by the County before commencement of the Project. Contractor shall pay any and all deductibles required by these insurance policies.

10. PERFORMANCE AND PAYMENT BOND

As required by Section 18-2-201, et seq., MCA, Contractor, at his own cost and expense, shall procure prior to commencement of work and maintain during the term of this Agreement, a performance bond and a payment bond, in a sum not less than the Contract Price, to guarantee faithful performance of all of Contractor's obligations as set forth herein, and to secure payment

to its subcontractors, and all other persons performing labor or providing material, including the rental of equipment, relating to the Project as provided herein. Such bonds shall be in a form satisfactory to the County.

11. LIQUIDATED DAMAGES

The parties agree that it would be extremely difficult to determine the County's actual damages in the event that the Contractor fails to complete the Project within the time for completion, as set forth herein. If the Contractor fails to complete the Project within the time for completion, then the Contractor shall pay to the County $500 per day as liquidated damages, and not as a penalty, and to pay the Owner labor and equipment as set forth in the Flathead County Supplementary Conditions, to cover additional inspection cost, for each calendar day the Project is incomplete and not accepted by the County.

12. SPECIAL DAMAGES

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 5 and the Special Provisions (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 5 and the Special Provisions (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

13. TERMINATION OF CONTRACT/DAMAGES

A. Should Contractor at any time during the progress of the Project refuse or neglect to supply sufficient materials or workmen to complete the Project for a period of more than seven (7) days after having been notified by the County to furnish them, or should Contractor at any time during the progress of the work refuse or fail to make prompt payment to subcontractors, laborers or material, men for labor performed on or materials furnished to the Project for a period of more than seven (7) days after having been notified by the County to make said payments, the County may terminate this Agreement and contract for completion of the work or complete the work itself and make good any deficiencies and may deduct the costs thereof, including all expenses and attorneys' fees, from the payment then or thereafter due to the Contractor. On completion of said Project by the County or the County's agent, if the unpaid balance of the Contract Price exceeds the actual expenses, including attorneys' fees, incurred by the County in completing the Project, such excess shall be promptly paid by the County to Contractor. If, however, on completion of the Project by the County or the County's agents, the expenses, including attorneys' fees, incurred by the County in completing the Project exceed the unpaid balance of the Contract Price; such excess shall be promptly paid by Contractor to the County.

Additionally, upon default under this Agreement by Contractor, the County may recover from Contractor all damages allowed by law.

B. Should the County fail to pay Contractor within seven (7) days after payment becomes due as provided herein any amount payable by the County to Contractor pursuant to this Agreement, Contractor may, following seven (7) days' written notice thereof to the County, terminate his services under this Agreement until all past-due payments have been received by Contractor or are set aside in an escrow; and, additionally, Contractor may recover from the County all damages allowed by law.

14. UNAVOIDABLE DELAYS AND DEFAULTS

Either party, Contractor or the County, shall be excused for any delays or defaults by it in the performance of this Agreement unavoidably caused by the act of the other, or the agents or subcontractors or suppliers of the other, and the Contractor shall be excused for any delays or defaults caused by Acts of God that Contractor could not have reasonably foreseen and provided for, by stormy weather which prevents the work, by strikes, by walk-outs, by civil disorders, by boycotts, or by failure to obtain the necessary materials due to governmental acts, restrictions or regulations, and the time for completion of the Project shall be extended thereby.

15. EMPLOYMENT - NON-DISCRIMINATION

Contractor shall comply strictly with applicable federal, state, and local requirements relating to the establishment of non-discriminatory practices in hiring and employment.

16. LAWS AND REGULATIONS

Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations relating to the Project. If Contractor observes that the Plans and Specifications are at variance therewith, he shall promptly notify the County in writing, and any necessary changes shall be adjusted as provided in the Agreement for changes in the work. If Contractor performs any work contrary to such laws, ordinances, rules, and regulations, and without written notice to the County, he shall bear all costs arising therefrom.

17. CUSTOMER RELATIONS

Contractor agrees that its personnel and equipment shall at all times present a neat appearance; all work shall be done, all contacts with customers and all complaints handled with due regard for the County's public relations. Contractor agrees that complaints of any nature received from the public or from public authorities shall receive immediate attention. All complaints and any action taken by the Contractor with respect to such complaints shall be reported to the County.

18. NOTICES

Any and all notices or other matters required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto by the other party to this Agreement shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal service, three (3) days after deposited in the United States mail, first-class postage paid, addressed to the County at 1249 Willow Glen Drive, Kalispell, Montana 59901, or to Contractor at _____.
Either party, the County or Contractor, may change its address for the purpose of this section by giving written notice of such change to the other party in the manner provided in this section.

19. ATTORNEYS' FEES

In the event of any litigation concerning any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement or the breach hereof, or the interpretation hereof, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees and costs incurred therein or in the enforcement or collection of any judgment or award rendered therein.

20. CAPTIONS

The captions and headings of the different sections of this Agreement are inserted for convenience of reference only, and are not to be taken as part of this Agreement or to control or affect the meaning, construction, or effect of the same.

21. NECESSARY ACTS

Each party to this Agreement agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

22. ASSIGNMENT

Neither party may assign this Agreement, or payments due under the Agreement, without the written consent of the other party.

23. GOVERNING LAW

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Montana.

24. FORUM

Any litigation to enforce or interpret the provisions of this Agreement or the parties' rights and liabilities arising out of this Agreement or the performance hereunder shall be maintained only in the courts in the County of Flathead, State of Montana.

25. SOLE AND ONLY AGREEMENT

This Agreement, including any exhibits attached hereto, and including all other documents referred to herein, constitute the sole and only Agreement of the parties hereto relating to the Project and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement or referenced herein are of no force and effect.

26. TIME OF ESSENCE

Time is of the essence in this Agreement.

27. SEVERABILITY

In the event that any part or provision of this Agreement is found to be illegal or unconstitutional by a court of competent jurisdiction, such findings shall not affect the remaining parts, portions, or provisions of this Agreement.

CONTRACTOR:	FLATHEAD COUNTY:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

END OF SECTION

SECTION 00700
INCORPORATION OF STANDARD GENERAL CONDITIONS

Incorporation of the Engineers Joint Contracts Documents Committee Standard General Conditions and Supplementary Conditions to the General Conditions.

The following are hereby incorporated by reference and made a part of this Contract:

1. The Standard General Conditions of the Construction Contract as Prepared by the Engineers Joint Contract Documents Committee, EJCDC C-700 (2018 Edition), as found in the Montana Public Works Standard Specifications, Seventh Edition, April 2021.

END OF SECTION

SECTION 00800
SUPPLEMENTARY CONDITIONS TO THE GENERAL CONDITIONS

The Supplementary Conditions of the Construction Contract, EJCDC C-800 (2018 Edition), are hereby removed and replaced with these Supplementary Conditions to the General Conditions. These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2018 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto —for example, “Paragraph SC-4.05.”

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

SC-1.01.A.8 - Add the following at the end of the Paragraph:

The Change Order form to be used on this Project is EJCDC-941 (2018). Agency approval may be required before Change Orders are effective.

SC-1.01.A.50 - Add the following at the end of the Paragraph:

The Work Change Directive form to be used on this Project is EJCDC-940 (2018). Agency approval may be required before a Work Change Directive is issued.

SC-1.01.A.51 - Add the following new paragraph immediately after Paragraph 1.01.A.50

51. Agency - The Agency for these documents refers to the funding agency. If a project is wholly funded by the Owner, Agency is not applicable.

~~SC-1.01.A.52 - Add the following new paragraph with the title “American Iron and Steel Definitions” immediately after Paragraph 1.01.A.51:~~

~~52.a American Iron and Steel (AIS) - Requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference for “iron and steel products,” meaning the following products, if made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and Construction Materials. AIS requirements apply in each of the several states, the District of Columbia, and each federally recognized Tribe, but not the U.S. Territories.~~

~~52.b Coating - A covering that is applied to the surface of an object. If a Coating is applied to the external surface of a domestic iron or Steel component, and the application takes place outside of the United States, said product would be considered a compliant product under the AIS requirements. Any Coating processes that are applied to the external surface of Iron and Steel components that would otherwise be AIS compliant would not disqualify the product from meeting the AIS requirements regardless of where the Coating processes occur, provided that final assembly of the product occurs in the United States. This exemption only applies to Coatings on the external surface of Iron and Steel components. It does not apply to Coatings or linings on internal surfaces of Iron and Steel products, such~~

~~as the lining of lined pipes. All Manufacturing Processes for lined pipes, including the application of pipe lining, must occur in the United States for the product to be compliant with AIS requirements.~~

~~52.c Construction Materials - Those articles, materials, or supplies made primarily of iron and/or steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment, and systems. Some of these products may overlap with what is also considered "structural steel". Note: Mechanical and electrical components, equipment and systems are not considered Construction Materials. See definitions of Mechanical Equipment and Electrical Equipment.~~

~~52.d Contractor's Certification - Documentation submitted by the Contractor upon Substantial Completion of the Contract that all Iron and Steel products installed were Produced in the United States.~~

~~52.e De Minimis - Various miscellaneous, incidental low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. Examples of De Minimis components could include small washers, screws, fasteners (such as "off the shelf" nuts and bolts), miscellaneous wire, corner bead, ancillary tube, signage, trash bins, door hardware etc. Costs for such De Minimis components cumulatively may comprise no more than a total of five percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed one percent of the total cost of the materials used in and incorporated into a project.~~

~~52.f Electrical Equipment - Typically any machine powered by electricity and includes components that are part of the electrical distribution system. AIS does not apply to Electrical Equipment.~~

~~52.g Engineer's Certification - Documentation submitted by the Engineer that Drawings, Specifications, and Bidding Documents comply with AIS.~~

~~52.h Iron and Steel products - The following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and Construction Materials. Only items on the above list made primarily of iron or steel, permanently incorporated into the project must be Produced in the United States. For example, trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. iron or steel.~~

~~52.i Manufacturer - A Supplier, fabricator, distributor, materialman, or vendor is an entity with which the Owner, Contractor or any subcontractor has contracted to furnish materials or equipment to be incorporated in the project by the Owner, Contractor, or a subcontractor.~~

~~52.j Manufacturer's Certification - Documentation provided by the Manufacturer stating that the Iron and Steel products to be used in the project are produced in the United States in accordance with American Iron and Steel (AIS) Requirements. If items are purchased via a Supplier, distributor, vendor, etc. from the Manufacturer directly, then the Supplier, distributor, vendor, etc. will be responsible for obtaining and providing these certifications to the parties purchasing the products.~~

~~52.k Manufacturing Processes - Processes such as melting, refining, pouring, forming, rolling, drawing, finishing, and fabricating. Further, if a domestic Iron and Steel product is taken out of the United States for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a Coating are similarly not covered. Non-iron or Steel components of an Iron and Steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-Iron and Steel components do not have to be of domestic origin. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-U.S. sources.~~

~~52.l Mechanical Equipment - Typically equipment which has motorized parts and/or is powered by a motor. AIS does not apply to Mechanical Equipment.~~

~~52.m Minor Components - Components within an iron and/or Steel product otherwise compliant with the American Iron and Steel requirements; this waiver is typically used by Manufacturers. It differs from the De Minimis definition in that De Minimis pertains to the entire project and the minor component definition pertains to a single product. This waiver allows use of non-domestically produced miscellaneous Minor Components comprising up to five percent of the total material cost of an otherwise domestically produced Iron and Steel product. However, unless a separate waiver for a product has been approved, all other Iron and Steel components in said product must still meet the AIS requirements. This waiver does not exempt the whole product from the AIS requirements only Minor Components within said product and the iron or Steel components of the product must be produced domestically. Valves and hydrants are also subject to the cost ceiling requirements described here. Examples of Minor Components could include items such as pins and springs in valves/hydrants, bands/straps in couplings, and other low-cost items such as small fasteners etc.~~

~~52.n Municipal Castings - Cast iron or Steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and solid waste infrastructure.~~

~~52.o Primarily Iron or Steel - A product is made of greater than 50 percent iron or Steel on a materials cost basis. An exception to this definition is reinforced precast concrete (see Definitions). All technical specifications and applicable industry standards (e.g., NIST, NSF, AWWA) must be met. If a product is determined to be less than 50 percent iron and/or steel, the AIS requirements do not apply.~~

~~For example, the cost of a fire hydrant includes:~~

- ~~The cost of materials used for the iron portion of a fire hydrant (e.g., bonnet, body, and shoe); and~~
- ~~The cost to pour and cast to create those components (e.g., labor and energy).~~

~~Not included in the cost are:~~

- ~~The additional material costs for the non-iron or Steel internal workings of the hydrant (e.g., stem, coupling, valve, seals, etc.); and~~
- ~~The cost to assemble the internal workings into the hydrant body.~~

~~52.p Produced in the United States - The production in the United States of the iron or Steel products used in the project requires that all Manufacturing Processes must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives.~~

~~52.q Reinforced Precast Concrete - Reinforced Precast Concrete structures must comply with AIS, regardless of whether or not it consists of at least 50 percent iron or steel. The reinforcing bar and wire must be Produced in the United States and meet the same standards as for any other iron or Steel product. Additionally, the casting of the concrete product must take place in the United States. The cement and other raw materials used in concrete production are not required to be of domestic origin. If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered Construction Materials and must be Produced in the United States.~~

~~52.r Steel - An alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of Steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of Steel covers carbon steel, alloy steel, stainless steel, tool steel, and other specialty steels.~~

~~52.s Structural Steel - Rolled flanged shapes, having at least one dimension of their cross-section three~~

~~inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees, and zees. Other shapes include but are not limited to, H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.~~

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 - Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. The Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

C. *Evidence of Owner's Insurance*: After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 Copies of Documents

SC-2.02 - Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

A. Owner shall furnish to Contractor 1 printed copy of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

SC-3.01 - Delete Paragraph 3.01.C in its entirety.

ARTICLE 4 - COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01.A - Delete the last sentence of paragraph.

4.05 *Delays in Contractor's Progress*

SC-4.05 - Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.

Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered abnormal weather conditions. Requests for time extensions due to abnormal weather conditions will be submitted to the Engineer within five days of the end of the abnormal weather condition event. It is the responsibility of the Contractor to provide documentation as indicated in items 1 -3 in this paragraph.

ARTICLE 5 - SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 *Subsurface and Physical Conditions*

SC-5.03 - Add the following new paragraphs immediately after Paragraph 5.03.D:

E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data

F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Report Title	Date of Report	Technical Data

G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at Owner's Office, 1249 Willow Glen Drive, Kalispell, MT during regular business hours, or may request copies from Engineer.

5.06 *Hazardous Environmental Conditions*

SC-5.06 - Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Report Title	Date of Report	Technical Data

ARTICLE 6 - BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 - Add the following paragraphs immediately after Paragraph 6.01.A:

1. Required Performance Bond Form: The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. Required Payment Bond Form: The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

~~SC-6.01 - Add the following paragraphs immediately after Paragraph 6.01.B:~~

~~1. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be 2 years after Substantial Completion.~~

6.02 *Insurance - General Provisions*

SC-6.02 - Add the following paragraph immediately after Paragraph 6.02.H.2 of the General Conditions:

3. For the following Subcontractors, Suppliers, or categories of Subcontractor or Supplier, Contractor shall require the following specified insurance, with policy limits as stated:
   a. Bodily Injury:
      i. Each Person: $1,500,000.00
      ii. Each Accident: $3,000,000.00
   b. Property Damage:
      i. Each Person: $1,500,000.00
      ii. Each Accident: $3,000,000.00

6.03 *Contractor's Insurance*

SC-6.03 - Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

D. Other Additional Insureds: As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following:
   1. Flathead County
   2. Engineer(s) - Robert Peccia & Associates, Inc. (RPA)

E. Workers' Compensation and Employer's Liability: Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Employer's Liability	
Each accident	$500,000.00
Each employee	$500,000.00
Policy limit	$1,000,000.00

F. *Commercial General Liability* - Claims Covered: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

G. *Commercial General Liability* - Form and Content: Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
   a. Such insurance must be maintained for three years after final payment.
   b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
4. Underground, explosion, and collapse coverage.
5. Personal injury coverage.
6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

H. *Commercial General Liability* - Excluded Content: The commercial general liability insurance

policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
4. Any exclusion of coverage relating to earth subsidence or movement.
5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
6. Any limitation or exclusion based on the nature of Contractor's work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability - Minimum Policy Limits*

Commercial General Liability	**Policy limits of not less than:**
General Aggregate	$3,000,000.00
Products—Completed Operations Aggregate	$3,000,000.00
Personal and Advertising Injury	$1,500,000.00
Bodily Injury and Property Damage—Each Occurrence	$1,500,000.00

J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	**Policy limits of not less than:**
Bodily Injury	
Each Person	$500,000.00
Each Accident	$1,500,000.00
Property Damage	
Each Accident	$1,500,000.00
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,500,000.00

K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	$1,500,000.00
General Aggregate	$3,000,000.00

L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of $1,000,000 after accounting for partial attribution of its limits to underlying policies, as allowed above.

M. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	$1,500,000
General Aggregate	$3,000,000

N. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	$1,500,000
Annual Aggregate	$3,000,000

O. ~~*Railroad Protective Liability Insurance:* Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1)endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.~~

~~Railroad Protective Liability Insurance~~	~~Policy limits of not less than:~~
~~Each Claim~~	~~$~~
~~Annual Aggregate~~	~~$~~

P. *Unmanned Aerial Vehicle Liability Insurance:* If Contractor uses unmanned aerial vehicles (UAV—commonly referred to as drones) at the Site or in support of any aspect of the Work, Contractor shall be appropriately licensed to operate the UAV, comply with all FAA requirements, and obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor's compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

Unmanned Aerial Vehicle Liability Insurance	**Policy limits of not less than:**
Each Claim	$1,500,000
General Aggregate	$3,000,000

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 - Supplement Paragraph 6.04 of the General Conditions with the following provisions:

F. *Builder's Risk Requirements:* The builder's risk insurance must:

1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).

    a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.

    b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.

2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are

intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier). If this coverage is subject to a sublimit, such sublimit will be a minimum of the Contract Price.
5. extend to cover damage or loss to insured property while in transit. If this coverage is subject to a sublimit, such sublimit will be a minimum of the Contract Price.
6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
8. include performance/hot testing and start-up, if applicable.
9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
10. include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds." In addition to Owner, Contractor, and Subcontractors of every tier, include as insureds the following:
    a. Robert Peccia & Associates, Inc.
11. include, in addition to the Contract Price amount, the value of the following equipment and materials to be installed by the Contractor but furnished by the Owner or third parties:
    a. None
12. If debris removal in connection with repair or replacement of insured property is subject to a coverage sublimit, such sublimit will be a minimum of $750,000.00.
13. In addition to the coverage sublimits stated above, the following coverages are also subject to sublimits, as follows:
    a. _____
    b. If this coverage is subject to a sublimit, such sublimit will be a minimum of $_____

SC-6.04 - Supplement Paragraph 6.04 of the General Conditions with the following provision:

G. *Coverage for Completion Delays:* The builder's risk policy will include, for the benefit of the Owner, loss of revenue and soft cost coverage for losses arising from delays in completion that result from covered physical losses or damage. Such coverage will include, without limitation, fixed expenses, and debt service for a minimum of 12 months with a maximum deductible of 30 days, compensation for loss of net revenues, rental costs, and attorneys' fees and engineering or other consultants' fees, if not otherwise covered.

H. *Builder's Risk and Other Property Insurance Deductibles:* The purchaser of any required builder's risk, installation floater, or other property insurance will be responsible for costs not covered because of the application of a policy deductible.

1. The builder's risk policy (or if applicable the installation floater) will be subject to a deductible amount of no more than $10,000.00 for direct physical loss in any one occurrence.

SC-6.04 - Delete Paragraph 6.04.A of the General Conditions and substitute the following in its place:

A. *Installation Floater*

1. Contractor shall provide and maintain installation floater insurance on a broad form or "all risk" policy providing coverage for materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work ("Covered Property"). Coverage under the Contractor's installation floater will include loss from covered "all risk" causes (perils) to Covered Property:

   a. of the Contractor, and Covered Property of others that is in Contractor's care, custody, and control;

   b. while in transit to the Site, including while at temporary storage sites;

   c. while at the Site awaiting and during installation, erection, and testing;

   d. continuing at least until the installation or erection of the Covered Property is completed, and the Work into which it is incorporated is accepted by Owner.

2. The installation floater coverage cannot be contingent on an external cause or risk, or limited to property for which the Contractor is legally liable.

3. The installation floater coverage will be in an amount sufficient to protect Contractor's interest in the Covered Property. The Contractor will be solely responsible for any deductible carried under this coverage.

4. This policy will include a waiver of subrogation applicable to Owner, Contractor, Engineer, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 - Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be 8am to 5pm.

2. Owner's legal holidays are:

   a. New Year's Day

   b. Martin Luther King Jr. Day

   c. President's Day

   d. Memorial Day

   e. Independence Day

   f. Labor Day

g. Columbus Day

h. Veteran's Day

i. Thanksgiving Day

j. Christmas Day

k. State General Election Day (even numbered years)

SC-7.03 - Add the following new paragraph immediately after Paragraph 7.03.C:

D. If Owner gives written consent for work outside of normal working hours as described in paragraph C above, Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular workday. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

7.10 *Taxes*

SC-7.10 - Add a new paragraph immediately after Paragraph 7.10.A:

A. Owner is exempt from payment of sales and compensating use taxes of the State of Montana and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.

2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

7.13 *Safety and Protection*

SC-7.13 - Insert the following after the second sentence of Paragraph 7.13.G:

The following Owner safety programs are applicable to the Work:
None

7.17 *Contractor's General Warranty and Guarantee*

~~SC-7.17.F - Add new paragraph immediately after Paragraph 7.17.E:~~

F. ~~Contractor shall certify upon Substantial Completion that all Work and Materials have complied with American Iron and Steel requirements as mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. Contractor shall provide said Certification to Owner. Refer to General Contractor's Certification Letter provided in these Contract Documents.~~

ARTICLE 8 - OTHER WORK AT THE SITE

8.02 *Coordination*

~~SC-8.02 - Add the following new Paragraph 8.02.C immediately after Paragraph 8.02B:~~

C. ~~Owner intends to contract with others for the performance of other work at or adjacent to the Site.~~

~~1. _____ shall have authority and responsibility for coordination of the various contractors and work forces at the Site;~~

~~2. The following specific matters are to be covered by such authority and responsibility: _____;~~

~~3. The extent of such authority and responsibility is: _____.~~

ARTICLE 9 - OWNER'S RESPONSIBILITIES

~~SC-9.13 - Add the following new paragraph immediately after Paragraph 9.12:~~

~~9.13 *Owner's Site Representative*~~

A. ~~Owner will furnish an "Owner's Site Representative" to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner's Site Representative is not Engineer's consultant, agent, or employee. Owner's Site Representative will be _____. The authority and responsibilities of Owner's Site Representative follow: _____~~

~~_____~~

~~_____~~

~~_____.~~

ARTICLE 10 - ENGINEER'S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 - Add the following new subparagraph immediately after Paragraph 10.03.A:

1. On this Project, by agreement with the Owner, the Engineer will furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

SC-10.03 - Add the following new paragraphs immediately after Paragraph 10.03.B:

C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of the Contractor. The RPR will:

1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

3. *Liaison:*

a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's On-Site operations.

c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.

4. *Review of Work; Defective Work:*

a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.

b. Observe whether any Work in place appears to be defective.

c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection, or approval.

5. *Inspections and Tests:*

a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.

b. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Work.

6. *Payment Requests:* Review Applications for Payment with Contractor.

7. *Completion*

a. Participate in Engineer's visits regarding Substantial Completion.

b. Assist in the preparation of a punch list of items to be completed or corrected.

c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

d. Observe whether items on the final punch list have been completed or corrected.

D. The RPR will not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11 - CHANGES TO THE CONTRACT

SC-11.02.C - Add new paragraph immediately after Paragraph 11.02.B:

C. If applicable, the Engineer or Owner shall contact the Agency for concurrence on each Change Order prior to issuance. All Contract Change Orders must be concurred on (signed) by the Agency before they are effective.

SC-11.03.A.2 - Add new Paragraph 11.03.A.2 immediately after Paragraph 11.03.A, which shall be renamed Paragraph 11.03.A.1:

2. The Engineer or Owner shall contact the Agency for concurrence on each Work Change Directive prior to issuance. Once authorized by the Owner, a copy of each Work Change Directive shall be provided by the Engineer to the Agency.

~~SC-11.05.B - Add the following at the end of this paragraph:~~

~~For Owner-authorized changes in the Work, the Contractor will provide the Manufacturer's Certification(s) for materials subject to American Iron and Steel requirements except when sole-source is specified, in which case the Engineer will provide the Manufacturer's Certification(s).~~

~~SC-11.09.B.2.c - Add new paragraph immediately after Paragraph 11.09.B.2.b:~~

~~c. Change orders involving materials subject to American Iron and Steel requirements shall include supporting data (name of Manufacturer, city and state where the product was manufactured, description of product, signature of authorized Manufacturer's representative) in the Manufacture's Certification Letter, as applicable.~~

ARTICLE 12 - CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01 - Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the US Army Corps of Engineers *EP1110-1-8 Construction Equipment Ownership and Operating Expense Schedule* for Region 4 most current at the time of bidding.

SC-13.01 - Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

a. For purposes of this paragraph, "small tools and hand tools" means any tool or equipment whose current price if it were purchased new at retail would be less than $500.

13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
    a. the extended price of a particular item of Unit Price Work amounts to 25% percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25% percent from the estimated quantity of such item indicated in the Agreement; and
    b. The Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 15 - PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 *Progress Payments*

SC-15.01.B.4 - Add the following language at the end of paragraph:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

SC-15.01.B.5 - Add the following new paragraph immediately after Paragraph 15.01.B.4:

5. The Application for Payment form found in these Contract Documents shall be used for this project.

~~SC-15.01.C.2.d - Add the following new paragraph immediately after Paragraph 15.01.C.2.c:~~

~~d. The materials presented for payment in an Application for Payment comply with American Iron and Steel requirements.~~

SC-15.01.D.1 - Delete paragraph in its entirety and insert the following in its place:

1. The Application for Payment with Engineer's recommendations will be presented to the Owner and Agency for consideration. If both the Owner and Agency find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due thirty (30) days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

~~SC-15.01 - Add the following new Paragraph 15.01.F:~~

F. ~~For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a~~

~~plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.~~

SC-15.02.A - Amend paragraph by striking out the following text: "7 days after".

15.03 *Substantial Completion*

~~SC-15.03.A - Modify by adding the following after the last sentence:~~

~~Contractor shall also submit the General (Prime) Contractor's Certification of Compliance certifying that to the best of the Contractor's knowledge and belief all substitutes, equals, and all Iron and Steel products proposed in the Shop Drawings, Change Orders, and Partial Payment Estimates, and those installed for the Project, are either Produced in the United States or are the subject of an approved waiver under Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.~~

SC-15.03 - Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

15.08 *Correction Period*

~~SC-15.08 - Add the following new Paragraph 15.08.G:~~

G. ~~The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be the number of years set forth in SC-6.01.B.1; or if no such revision has been made in SC-6.01.B, then the correction period is hereby specified to be~~ 2 years ~~after Substantial Completion.~~

ARTICLE 16 - SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17 - FINAL RESOLUTIONS OF DISPUTES

No suggested Supplementary Conditions in this Article.

ARTICLE 18 - MISCELLANEOUS

18.08 *Assignment of Contract*

~~SC-18.08 - Add the following new paragraph immediately after Paragraph 18.08.A:~~

B. ~~The contract dated _____ between Owner as "buyer" and _____ as "seller" for procurement of goods and special services ("procurement contract") _____ assigned to Contractor by Owner, and Contractor~~

~~**[accepts] [will accept]** such assignment. A form documenting the assignment is attached as an exhibit to this Contract.~~

~~1. This assignment will occur on the _____, and will relieve the Owner as "buyer" from all further obligations and liabilities under the procurement contract.~~

~~2. Upon assignment, the "seller" will be a Subcontractor or Supplier of the Contractor, and Contractor will be responsible for seller's performance, acts, and omissions, as set forth in Paragraph 7.07 of the General Conditions just as Contractor is responsible for all other Subcontractors and Suppliers.~~

~~3. Notwithstanding this assignment, all performance guarantees and warranties required by the procurement contract will continue to run for the benefit of the Owner and, in addition, for the benefit of the Contractor.~~

~~4. Except as noted in the procurement contract, all rights, duties, and obligations of Engineer to "buyer" and "seller" under the procurement contract will cease _____.~~

SC-19 - Add the following new Article 19 immediately after Article 18:

ARTICLE 19 - FEDERAL REQUIREMENTS

~~19.01 *Agency Not a Party*~~

A. ~~This Contract is expected to be funded in part with funds provided by Agency. Neither Agency, nor any of its departments, entities, or employees, is a party to this Contract.~~

19.02 *Contract Approval*

A. Owner and Contractor will furnish Owner's attorney such evidence as required so that Owner's attorney can complete and execute the "Certificate of Owner's Attorney" (Exhibit G of this Bulletin) before Owner submits the executed Contract Documents to Agency for approval.

B. Agency concurrence is required on both the Bid and the Contract before the Contract is effective.

19.03 *Conflict of Interest*

A. Contractor may not knowingly contract with a Supplier or Manufacturer if the individual or entity who prepared the Drawings and Specifications has a corporate or financial affiliation with the Supplier or Manufacturer. Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer, or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest or other interest in or a tangible personal benefit from the Contractor. Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

19.04 *Gratuities*

A. If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract

provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.

B. In the event this Contract is terminated as provided in paragraph 19.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

~~19.05 *Small, Minority and Women's Businesses*~~

A. ~~If Contractor intends to let any subcontracts for a portion of the work, Contractor will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps will include:~~

~~1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;~~

~~2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;~~

~~3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;~~

~~4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;~~

~~5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.~~

19.06 *Anti-Kickback*

A. Contractor shall comply with the Copeland Anti-Kickback Act (40 USC 3145) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. Owner shall report all suspected or reported violations to the Agency.

19.07 *Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended:*

A. Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

19.08 *Equal Employment Opportunity*

A. The Contract is considered a federally assisted construction contract. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted

construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

~~19.09 *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)*~~

A. ~~Contractors that apply or bid for an award exceeding $100,000 must file the required certification (RD Instruction 1940-Q Exhibit A-1). The Contractor certifies to the Owner and every subcontractor certifies to the Contractor that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining the Contract if it is covered by 31 U.S.C. 1352. The Contractor and every subcontractor must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.~~

19.10 *Environmental Requirements*

A. When constructing a Project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental conditions:

1. *Wetlands* - When disposing of excess, spoil, or other Construction Materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.

2. *Floodplains* - When disposing of excess, spoil, or other Construction Materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e.g., alluvial soils on NRCS Soil Survey Maps.

~~3. *Historic Preservation* - Applicants shall ensure that Contractors maintain a copy of the following inadvertent discovery plan onsite for review:~~

~~a. If during the course of any ground disturbance related to any Project, any post review discovery, including but not limited to, any artifacts, foundations, or other indications of past human occupation of the area are uncovered, shall be protected by complying with 36 CFR § 800.13(b)(3) and (c) and shall include the following:~~

~~i. All Work, including vehicular traffic, shall immediately stop within a 50 ft. radius around the area of discovery. The Contractor shall ensure barriers are established to protect the area of discovery and notify the Engineer to contact the appropriate RD personnel. The Engineer shall engage a Secretary of the Interior (SOI) qualified professional archeologist to quickly assess the nature and scope of the discovery; implement interim measures to protect the discovery from looting and vandalism; and establish broader barriers if further historic and/or precontact properties, can reasonably be expected to occur.~~

~~ii. The RD personnel shall notify the appropriate RD environmental staff member, the Federal Preservation Officer (FPO), and State Historic Preservation Office (SHPO) immediately. Indian tribe(s) or Native Hawaiian Organization (NHOs) that~~

~~have an interest in the area of discovery shall be contacted immediately. The SHPO may require additional tribes or NHOs who may have an interest in the area of discovery also be contacted. The notification shall include an assessment of the discovery provided by the SOI qualified professional archeologist.~~

~~iii. When the discovery contains burial sites or human remains, the Contractor shall immediately notify the appropriate RD personnel who will contact the RD environmental staff member, FPO, and the SHPO. The relevant law enforcement authorities shall be immediately contacted by onsite personnel to reduce delay times, in accordance with tribal, state, or local laws including 36 CFR Part 800.13; 43 CFR Part 10, Subpart B; and the Advisory Council on Historic Preservation's Policy Statement Regarding treatment of Burial Sites, Human Remains, or Funerary Objects (February 23, 2007).~~

~~iv. When the discovery contains burial sites or human remains, all construction activities, including vehicular traffic, shall stop within a 100 ft. radius of the discovery and barriers shall be established. The evaluation of human remains shall be conducted at the site of discovery by a SOI qualified professional. Remains that have been removed from their primary context and where that context may be in question may be retained in a secure location, pending further decisions on treatment and disposition. RD may expand this radius based on the SOI professional's assessment of the discovery and establish broader barriers if further subsurface burial sites, or human remains can reasonably be expected to occur. RD, in consultation with the SHPO and interested tribes or NHOs, shall develop a plan for the treatment of native human remains.~~

~~v. Work may continue in other areas of the undertaking where no historic properties, burial sites, or human remains are present. If the inadvertent discovery appears to be a consequence of illegal activity such as looting, the onsite personnel shall contact the appropriate legal authorities immediately if the landowner has not already done so.~~

~~vi. Work may not resume in the area of the discovery until a notice to proceed has been issued by RD. RD shall not issue the notice to proceed until it has determined that the appropriate local protocols and consulting parties have been consulted.~~

~~vii. Inadvertent discoveries on federal and tribal land shall follow the processes required by the federal or tribal entity.~~

4. *Endangered Species* - Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.

5. *Mitigation Measures* - The following environmental mitigation measures are required on this Project: None.

19.11 *Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)*

A. Where applicable, for contracts awarded by the Owner in excess of $100,000 that involve the

employment of mechanics or laborers, the Contractor will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor will compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic will be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

19.12 *Debarment and Suspension (Executive Orders 12549 and 12689)*

A. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

19.13 *Procurement of Recovered Materials*

A. The Contractor will comply with 2 CFR Part 200.322, "Procurement of recovered materials."

~~19.14 *American Iron and Steel*~~

A. ~~Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All iron and steel products used in this project must be produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipe and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and Construction Materials.~~

B. ~~The following waivers apply to this Contract:~~

~~1. De Minimis,~~

~~2. Minor Components,~~

~~3. Pig iron and direct reduced iron, and~~

~~4. _____.~~

ARTICLE 20 - STATE OF MONTANA REQUIREMENTS

20.01 *Suspension or Debarment from Contract Eligibility (MCA 18-4-241 & ARM 2.5.402)*

A. A contract award must not be made to parties (person and/or any company owned wholly or partially) listed on the State of Montana State Procurement Bureau's Debarred & Suspended Vendors list.

END OF SECTION

SECTION 00905
SPECIAL PROVISIONS

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1. PROJECT RELATED CONTACTS

Wherever in these Documents the word "Owner" appears, it shall be understood to mean **Flathead County**.

Owner: **Flathead County**
Road & Bridge Department
1249 Willow Glen Drive
Kalispell, MT 59901
Attn: Dave Prunty
Telephone: (406) 758-5790

Wherever in these Documents the word "Engineer" appears, it shall be understood to mean Robert Peccia & Associates, Inc. The firm of Robert Peccia & Associates, Inc., and its subconsultants, has been duly authorized by the Owner as the Engineer for the engineering design, submittal review, and construction observation and will serve as the "Engineer" for those functions as related to this project.

Engineer: **Robert Peccia & Associates**
102 Cooperative Way, Suite 300
P.O. Box 5100
Kalispell, MT 59903
Brandon Theis, PE, Site Development Group Manager
Telephone: (406) 752-5025

2. CONTRACT TIME AND LIQUIDATED DAMAGES

2.1 Contract Time: Contract time for this project is **12 calendar days** and having all work to be completed by **June 30, 2023.**

2.2 Liquidated Damages: Liquidated damages are stipulated in **Item 11 of Section 00520 – Agreement.**

3. HAZARDOUS ENVIRONMENTAL CONDITIONS AT SITE

If hazardous environmental conditions are encountered, Contractor shall provide notice to the Owner, Engineer, and the Montana Department of Environmental Quality (MDEQ) and review **Article 5.06 of the General Conditions**.

4. SITE INSPECTIONS AND PREBID CONFERENCES

All Bidders should satisfy themselves as to the construction conditions by personal examination of the sites of the proposed work and any other examination and investigation that they may desire to make as to the nature of the construction and the difficulties to be encountered.

The Bidders shall notify the Owner, Engineer, AND Landowner prior to performing any examination of investigation of the project site.

Prebid conferences will be held. See Invitation to Bid for times, dates, and location. Those interested in bidding on the project are encouraged to attend these meetings.

5. WEATHER DAYS AND WINTER SHUTDOWN

5.1 Weather Days: For delays in Contractor's progress, see **General Condition 4.05** and **Supplementary**

Condition SC-4.05.

5.2 Winter Shutdown: There will be no winter shutdown for this project.

6. SAFETY STANDARDS

The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The Contractor shall develop and maintain for the duration of this contract a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

The duty of the Engineer to conduct construction review of the work does not include review or approval of the adequacy of the Contractor's safety program, safety supervisor, or any safety measures taken in, on, or near the construction site.

The Contractor, as a part of his safety program, shall maintain at his office or other well-known place at the jobsites, safety equipment applicable to the work as prescribed by the aforementioned authorities, all articles necessary for giving first aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the jobsite.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Owner and the Engineer. In addition, the Contractor must promptly report in writing to the Owner and the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.

If a claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Owner and the Engineer, giving full details of the claim.

The Contractor shall take all necessary provisions for safe handling of chemical amendments and potentially hazardous wastes, including apprising himself of hazards, developing safety plans, providing emergency and decontamination services, and developing spill containment procedures.

7. OSHA REGULATIONS

The Contractor will be required to comply with current Occupational Safety and Health Administration Construction Standards for Excavations.

Any conflicting information between OSHA documents and these Contract Documents shall be revised so that the OSHA document requirements supersede and take precedence over all other conflicting information. The Contractor shall be required to obtain copies of the OSHA document and to complete a review of the same to avoid misinterpretation of their regulations.

Hazardous Atmospheres: The Contractor shall prevent employee exposure to potentially harmful levels of contaminants and ensure acceptable OSHA worker safety procedures are implemented.

8. GOVERNING STANDARDS AND REGULATORY REQUIREMENTS

8.1 Governing Standards. The current edition of the Montana Public Works Standard Specifications is adopted in its entirety for this project, except as amended by the current edition of the Minimum Standards for Design and Construction for Flathead County, Montana and any amendments or modifications and technical specifications added to the Contract Documents. With respect to the design and/or construction of public facilities, any conflict(s) or difference(s) between the Montana Public Works Standard Specifications and the Minimum Standards for Design and Construction for Flathead County, Montana shall be resolved in favor of the Minimum Standards for Design and Construction for Flathead County, Montana. In the event of a conflict between the Special Provisions and any other portion of the Contract Documents the Special Provisions shall take precedence.

8.2 Regulatory Requirements. The performance of this work shall be under the jurisdiction of the following agencies, departments, and standards and compliance with the requirements thereof is required:

A. Federal Level: United States law; United States Corps of Engineers; Environmental Protection Agency.

B. State Level: Montana Code Annotated; Montana Department of Environmental Quality; Dept. of Fish, Wildlife & Parks (SPA); Department of State Lands; the Department of Natural Resources and Conservation; the Montana Building Codes Division; Uniform Building Code, (latest edition); Uniform Plumbing Code, (latest edition); Uniform Mechanical Code, (latest edition); Uniform Fire Code (latest edition); National Electric Code, (latest edition).

C. Local Level: City and County ordinances and regulations.

8.3 Permits: The Contractor must also comply with the requirements of any permits obtained for the project by the Owner. These permits may include stream bed crossing permits, flood plain permits, etc. Copies of any of these permits are included within the Project Manual. However, the Contractor shall be responsible for obtaining any permits regarding the discharge of any water related to the construction of this project. The Contractor shall keep copies of all permits onsite at all times. The following permits have been secured for this project:

A. None

8.4 Contractor's Responsibility. The Contractor shall familiarize himself with the requirements of all governing standards and regulatory agencies' requirements pertaining to the performance of the work on the project. The Contractor shall perform all work in accordance with the standards and regulatory requirements. Any conflict between the Contract Documents and the regulatory requirements shall be brought to the immediate attention of the Engineer.

9. CONSTRUCTION SUPERINTENDENT

The Contractor shall designate a qualified resident superintendent per **Article 7.02.B of the General Conditions**. The superintendent shall have authority to make field changes as directed.

10. INSPECTION BY PUBLIC OFFICIALS

Flathead County personnel and authorized representatives of Flathead County shall have access to the work at all times.

11. CONSTRUCTION PROGRESS SCHEDULE

The Contractor shall provide the Owner with a Construction Progress Schedule at least seven (7) days prior to the beginning of construction. The schedule shall be presented in bar chart form and shall show the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract. Progress schedules will also be required with each pay application submittal. Modifications to Progress Schedules shall be presented at Progress Meetings.

12. NOTICES

Contractor shall produce and distribute notices in accordance with **Item 1.17 of Section 01010 - Summary of Work.**

13. CLEANUP

Cleanup for each item of work shall be fully completed and accepted before the item is considered final. If the Contractor fails to perform cleanup within a timely manner the Owner reserves the right to shut down construction activities. See **Section 01700 - Contract Closeout** for additional information.

14. CONTRACTOR REIMBURSED ENGINEERING COSTS

The Contractor shall reimburse the Owner the full cost of Engineering services in the event the Engineer incurs unscheduled employment necessitated by the Contractor.

14.1 Examples of unscheduled employment of the Engineer are the following Contractor actions:

A. Working outside of the allowed Regular Hours or working Saturdays, Sundays, and holidays.

B. Furnishing materials or equipment not in conformance with Contract Documents necessitating redesign by the Engineer.

C. Working beyond the time of completion established in the Notice to Proceed with Construction.

D. Retests by the Engineer of tests that have failed.

E. Retests by others for tests that require Engineer's presence.

F. Repeated review of submittals and shop drawings that have not been approved.

G. Additional inspection as a result of unacceptable work.

H. Failing to follow design or construction documents.

I. Submitting excessive or unreasonable claims requiring Engineer’s review.

J. Failing to properly document pay requests.

K. Failing to provide or adhere to schedules.

L. Other services that are within the Contractor's control to avoid.

14.2 The Engineering fees to be reimbursed by the Contractor shall be according to the following schedule:

A. Labor: At the Engineer's current billable rates, including overhead, as referred to in the Agreement between the Owner and Engineer, plus 15% profit.

B. Other Consultant: At actual cost plus 10%.

C. Mileage: $0.705/mi.

D. Per Diem: IRS allowable rate.

E. Other expenses and laboratory testing: Actual Cost plus 10%.

F. Field Testing: Engineer's current billable rate for specific equipment utilized.

The Contractor shall make payment of these Engineering services by deduction from the project progress payments or final payment or by invoice to the Contractor.

The Engineering contract will be analyzed at the end of the project to determine whether any unscheduled employment of the Engineer, during the scheduled contract time, resulted in cost savings to the Owner. If, as a result of working more than 40 hours per week, five days per week, the Contractor completes the project within the scheduled time, and if the overtime results in a reduced contract time and cost savings to the Owner, no damages will be assessed for the unscheduled employment of the Engineer during the scheduled contract time. Damages will be assessed as stipulated for each day the work remains uncompleted beyond the scheduled contract time.

15. CRACK PREPARATION AND SEALING APPLICATION

All cracks previously unsealed that are 1/8-inch and larger shall be routed, typically 3/4-inch wide by 1/2-inch deep. In locations of ruts or irregular asphalt surface, routing shall be 3/4-inch deep. Newly routed cracks and previously sealed cracks with failed sealant will be blown clean with compressed air and sealed such that the sealant adheres to the entire vertical face, leaving no portion of the vertical edge visible. The sealant may be level across the crack's edge or exhibit a slight depression (<1/8") in the middle of the crack width.

Routers shall be equipped with new carbide bits. Regular rotation and changing of bits will be required if the routers are not cutting a square cornered reservoir. Compressed air will be supplied from a compressor capable of at least 125 psi of pressure and must be equipped with moisture and oil filters. Kettles/melters shall be of the indirect heat type and equipped with agitators. Routed cracks shall be sealed on the same day as routing, excepting weather limitations. Operators must know the recommended application temperature of the product and the safe heating temperature. They shall be equipped with temperature monitoring equipment such as infrared heat guns. Clean, dry, and square-cornered reservoirs are of the utmost importance for successful sealant performance; therefore, this condition will be strictly adhered.

The Contractor shall be available for crack preparation and sealing application during June 2023. The Contractor is responsible for traffic control during the application process. The Contractor is also responsible for any damage resulting from work performed under this contract, including but not limited to: roadways, culverts, driveways, fencing, utilities, mailboxes, etc. Material Safety Data Sheets (MSDS) shall be supplied by the Contractor to the County for products utilized as preparation and sealing agents.

Contractors shall submit a work plan detailing their anticipated scheduling and order of roads to be treated prior to the Notice to Proceed. **Table 15-1** provides the Roadway Name, Length of Road (in miles), Estimate Lineal Feet (LF) of Crack Sealing (based on average of 6,000 linear feet per mile of road), and Notes for Start/Stop Locations of the crack preparation and sealing applications. The estimated linear footages of crack preparation and sealing shown in the table are for reference only.

The roadways in **Table 15-1** are top priority and are to be completed in order. The owner has made efforts to geographically cluster the roads but is amenable to minor modifications to the order to assist

mobilization of crews and equipment. A map showing the locations of each roadway in **Table 15-1** is located in **Appendix C.**

At the end of each day's work the Contractor shall contact the Owner and provide a summary of work completed that day. The summary shall include the names of roads that received crack seal applications, the total lineal footage of crack sealing applied, and the total project budget spent to date.

After the crack sealing, the Contractor shall place a material to ensure that fresh sealant does not adhere to the tires of vehicles.

Table 15-1

Priority	Road Name	Miles	Est. LF of Cracks	Location	
				Start	End
1	North Hilltop Road	1.50	9,000.00	Highway 2	End of maintenance
2	Dawn Drive	1.02	6,120.00	N. Hilltop Road (north end)	N. Hilltop Road (south end)
3	South Fork Road	1.10	6,600.00	Old Highway 2	Spotted Bear Road
4	Spotted Bear Road	2.08	12,480.00	South Fork Road	Old Highway 2
5	Columbia Falls Stage Road	10.60	63,600.00	Highway 35	River Road
6	River Road	0.77	4,620.00	Columbia Falls Stage Road	Highway 2
7	Edgewood Drive	0.41	2,460.00	E. Evergreen Drive	Spring Creek Drive
8	Spring Creek Drive	0.42	2,520.00	Highway 2	Solberg Drive
9	Plentywood Drive	0.20	1,200.00	Helena Flats Road	West dead end
10	Pheasant Drive	0.32	1,920.00	Helena Flats Road	Solberg Drive
11	Parliament Drive	0.40	2,400.00	Solberg Drive	Harmony Road
12	Harmony Road	0.49	2,940.00	E. Evergreen Drive	North dead end
13	Mountain View Drive	0.79	4,740.00	Spring Creek Drive	E. Reserve Drive
14	Maple Drive	0.63	3,780.00	Mountain View Drive	E. Reserve Drive
15	Ash Road	0.45	2,700.00	Highway 2	Mountain View Drive
16	Kings Way	0.81	4,860.00	W. Evergreen Drive	Kings Loop
17	Kings Way	0.17	1,020.00	Kings Loop	Kings Loop
18	Kings Loop	0.11	660.00	Kings Way	End of maintenance
19	Kings Loop	0.16	960.00	Kings Way (north end)	End of Maintenance
20	Holt Stage Road	4.50	27,000.00	Steel Bridge Road	Highway 35
21	Creston Hatchery Road	2.83	16,980.00	Lake Blaine Road	Highway 35
22	Mennonite Church Road	1.96	11,760.00	Highway 35	Creston Hatchery Road
23	Kauffman Lane	0.07	420.00	Creston Hatchery Road	East for 365 feet
	TOTAL=	**31.79**	**190,740.00**		

END OF SECTION

DIVISION 01

GENERAL REQUIREMENTS

2023 CRACK SEAL PROJECT

SECTION 01010
SUMMARY OF WORK

This section modifies the corresponding Montana Public Works Standard Specifications, Seventh Edition – April 2021. All provisions that are not amended or supplemented remain in full force.

PART 1 - GENERAL

1.2 CONTRACT DOCUMENTS

<u>Delete 1.2.D and replace with the following</u>:

D. The various portions of the Contract Documents, of which these specifications are a part, are essential parts of the Agreement, and a requirement occurring in any portion or part is binding as though occurring in all. All portions are intended to be complementary and to describe and provide for a complete work as referenced in Article 3, General Conditions. Unless specifically noted otherwise, in the case of discrepancy the following hierarchy shall be observed:

1. Agreement, which will govern over;
2. Bid Conditions, which will govern over;
3. Addenda, which will govern over;
4. Special Provisions, which will govern over;
5. Standard Modifications, which will govern over;
6. Supplementary Specifications, which will govern over;
7. Project Drawings, which will govern over;
8. Minimum Standards for Design and Construction for Flathead County, Montana (current at time of bidding), which will govern over;
9. Montana Public Works Standard Specifications – Seventh Edition – April 2021.

<u>Add the following immediately after 1.5</u>:

1.6 INCIDENTAL ITEMS REQUIRED FOR CONSTRUCTION OF THE PROJECT

A. Material and operations required to complete the project but not included as a bid item shall be deemed incidental to the cost of constructing the project. The cost of this work shall be included in the appropriate bid items. No additional compensation will be made for incidental work. Unless otherwise specified, incidental work for this project shall include, but shall not be limited to the following:

1. Mobilization, Bonding, and Insurance
2. Traffic Control
3. Quality Control - Laboratory and Field Testing
4. Cleanup - Initial and Final

1.7 PRECONSTRUCTION CONFERENCE

A. Comply with paragraph 2.04, General Conditions.

B. In addition to Owner, Engineer, and Contractor, other parties required at the Preconstruction

Conference include:

1. Resident Project Representative (if applicable)

~~2. Materials Testing Representative~~

3. Traffic Control Manager

C. Parties of the Contract should bring other key stakeholders, subcontractors, or personnel as they deem appropriate for proper coordination.

D. Unless previously submitted, the Contractor shall bring the following submittals to the conference: list of proposed Subcontractors; proposed construction schedule; schedule for submitting shop drawings and other submittals; scheduled procurement dates; construction technique submittal forms (as applicable); preliminary payment schedule; and tentative schedule of values. Work shall not start prior to the Engineer's receipt of these submittals.

~~1.8 CONSTRUCTION PROGRESS MEETINGS~~

A. ~~The Contractor shall host and attend Weekly Progress Meetings at the construction site. Weekly meetings shall be held throughout the construction period at a consistent time and day of the week selected by the Contractor and approved by the Engineer.~~

B. ~~The Contractor shall provide the following at each meeting:~~

~~1. Updates and modifications to the project schedule with modifications to regain schedule, if necessary.~~

~~2. Previous week's independent testing results.~~

~~3. Previous week's traffic inspection results.~~

~~4. Submittals or approvals for upcoming work.~~

C. ~~The Engineer shall be present to provide clarification to Contract Documents. Discussions shall include any corrective actions required for construction activities.~~

D. ~~The Owner reserves the right to schedule meetings with the Contractor with 24 hours' notice to discuss any aspect of the project. The meetings shall be held at the offices of the Flathead County Road & Bridge Department.~~

1.9 UTILITIES

A. Existing utilities shown in Contract Documents are schematic and may not illustrate the exact location of underground utilities. The Contractor shall be responsible to contact utility owners of respective utilities to arrange field locations. All Work shall be coordinated by the Contractor. Any delay resulting from Work required with, or around existing utilities shall, be the Contractor's responsibility, and shall not be cause for additional contract time or additional monies.

1. *Notifications*: The Contractor shall notify, in writing, all public and private utility companies that may have utilities within or near the Limits of Construction. Notifications shall include: the time and date of anticipated construction, the nature of Work required, and requests for field locations and identifications of utilities. Copies of all written notifications and locating tickets shall be maintained on site throughout construction.

2. *Identification and Locating*: The Contractor shall be responsible for identifying and locating all utilities that may be in conflict prior to any excavation being performed. The Contractor

shall be responsible to maintain all field marking provided by utility company until such time that excavation is completed. Contract Documents illustrate schematic or approximate locations of utilities. The Contractor shall field verify the exact location of illustrated utilities. The Contractor shall also be responsible for locating any utilities not shown in the Contract Documents.

3. *Damage to Existing Facilities*: Care shall be taken throughout all Work to protect and preserve existing utilities and facilities. The Contractor shall be solely responsible for any damage resulting from construction activities to any existing utilities or facilities. The Contractor shall hold the Engineer and Owner harmless from all actions resulting from failure to protect existing utilities and facilities. All costs and delays incurred by the Contractor to repair damage to existing utilities and facilities to the full satisfaction of the Utility or Owner shall be solely the Contractor's responsibility. No additional monies or time will be awarded.

4. *Work Involving Existing Systems and Maintenance of Flows*: Operation of the existing systems shall not be jeopardized or reduced in capacity by the Contractors execution of Work.

5. *Overhead Utility Lines and Poles*: The Contractor shall exercise caution to avoid conflict and contact with overhead utility lines, poles, streetlights, and other above ground facilities during construction. Any damage shall be repaired to the complete satisfaction of the utility/facility owner by the Contract or at no additional cost to the Owner.

6. *Buried Natural Gas Lines*: The Contractor shall contact NorthWestern Energy a minimum of 24 hours prior to planned excavation that will expose any gas line. Adequate pipeline support shall be provided at no additional cost, to prevent damage or pipe rupture during excavation.

1.10 GENERAL CONSTRUCTION REQUIREMENTS

A. Quality Assurance. The Engineer will monitor the construction of work covered by this section to determine if the work is being performed in accordance with the contract requirements. The Engineer does not have the authority or the means to control the Contractor's methods of construction. It is, therefore, the Contractor's responsibility to utilize all methods, equipment, manpower, and other means necessary to assure that the work is installed in compliance with the Drawings and Specifications, and laws and regulations applicable to the work. All buried work items shall be installed in the presence of the Engineer or may not be considered for payment.

B. Tolerances. Construction tolerances for the work shall be as outlined in the Technical Specifications.

C. Construction Limits. Where construction limits, public rights-of-way, project easement areas, or project temporary construction permit areas, are not specifically called out on the Drawings, the construction limit shall be the width of the existing roadway. Disturbance and equipment access beyond this limit is not allowed without the written approval of both the Engineer and the owner of the affected property. If so approved, disturbance beyond construction limits shall meet all requirements imposed by the landowner; this includes existing roads used and/or improved as well as the construction of new access roads. Special construction, reclamation, or post-construction road ripping or other closure provisions required by the landowner on access roads beyond the construction limits shall be performed by the Contractor at no additional cost to the Owner.

D. Areas of Disturbances. Approved areas of disturbance are those areas disturbed by construction activities within the construction limits and along designated or approved access routes. Such areas shall require reclamation and revegetation operations, including grading to the original contours, topsoiling with salvaged or imported topsoil, seeding, fertilizing, and mulching as specified herein.

Other areas that are disturbed by the Contractor's activities outside of the limits noted above will be considered as site damage or unapproved areas of disturbance subject to the repair and replacement quality as specified herein. Such areas shall require the reclamation and revegetation operations noted above and as specified herein, but the costs of such work shall be borne by the Contractor. This includes areas selected by the Contractor outside the defined construction limits for mobilization, offices, equipment, or material storage.

The Contractor shall order sufficient materials to perform the required work for all areas of disturbance. The Owner will pay, per proposal lump sum bid price, for the required revegetation work in all approved areas of disturbance. The Contractor will pay for the required revegetation work in all unapproved areas of disturbance.

1.11 LIMITS OF CONSTRUCTION

A. All construction work, storing of equipment and materials, vehicle and equipment movement and operation, and all worker activities shall be conducted within the public right-of- way, easements, or temporary construction permit areas. No vehicles, equipment, or workers shall enter private property while conducting work under this contract unless written permission is obtained from the property owner by the Contractor. A copy of the written permission document shall be provided to the Engineer and Owner prior to entering private property.

B. Caution shall be exercised by the Contractor when excavating near or adjacent to buildings, foundations, or other structures. The Contractor shall be responsible to repair all damage to private property resulting from the Contractors construction operations at the Contractors expense.

1.12 STANDBY

A. Unexpected conditions encountered by the Contractor that will cause equipment and labor to cease all or partial operations on the project will immediately be reported to the Road & Bridge Department. If the unexpected conditions cannot be remedied within one (1) hour from notification, the Road & Bridge Department will consider compensation for standby equipment and labor already on-site for a period not to exceed four (4) hours beginning at notification. Standby compensation will not be considered beyond the normal on-site work hours previously established by the Contractor’s operations. Standby compensation will be considered only for the day the unexpected conditions are encountered.

1.13 PARTIAL USE OF COMPLETED WORK

A. The County shall have the right to take possession of and beneficially utilize completed or partially completed portions of the Work. Taking possession of and using portions of Work shall not be deemed acceptance of any Work not completed in accordance with Contract Documents, nor will possession begin the Correction Period for the project or any portion of the project.

1.14 ACCESS TO PROPERTY

A. Access to adjacent residences may be restricted. The Contractor shall NOT close any access, in

its entirety, for longer than four (4) hours. All residential properties shall have access to any driveway at the end of Work each day.

B. Businesses within the Work area shall be accommodated with at least one point of access at all times during the construction period. The Contractor will be responsible for furnishing temporary access to any business within the Work area if the Contractor's Work blocks or closes all existing business accesses.

C. Any constructed temporary accesses or maintenance of existing accesses due to the Contractor's Work shall be the responsibility of the Contractor and shall be incidental to the project. No additional compensation will be awarded for construction of temporary accesses replacing existing access points.

D. All driveways or business approaches must be passable by a two-wheel drive car and must be maintained as such by the Contractor until the finish pavement surface is constructed.

~~1.15 ROADWAY SURFACE REHABILITATION AND RECONSTRUCTION~~

A. ~~No Temporary Road Surface may remain in place for more than thirty (30) consecutive calendar days prior to final pavement surfacing. Temporary roadway surfaces must be finished with ¾" crushed gravel road base and must be passable with two-wheel drive car.~~

1.16 WARRANTY

A. The Contractor shall warranty all materials, equipment, and construction work performed under this contract for a period of one (1) year from the date of substantial completion as issued by the Road & Bridge Department.

B. A single warranty period shall be established for the entire project. No warranty for individual portions or parts of the project will be considered.

C. The Road & Bridge Department will notify the Contractor in writing of defects due to faulty materials, equipment, or workmanship. The Contractor shall have fifteen (15) calendar days to correct the defects. If the Contractor fails to correct the defects, the County may do so and charge the Contractor the costs incurred.

D. The Performance Bond shall remain in full force throughout the warranty period.

1.17 PUBLIC ADVISORY

A. The Contractor shall inform the public, emergency services, and schools of all planned Work that may affect traffic flow, pedestrian movements, and access to residences or businesses.

B. Provide 24-hour contact information for the Contractor's Construction Superintendent on all notices in case of emergencies; provide a daytime phone number for Contractor on all notices for general questions or concerns.

C. All notices shall be submitted for review and approval to the Owner and Engineer a minimum of 24 hours prior to the required notice period.

1.18 PROTECTION OF ADJACENT IMPROVEMENTS

A. Retain and protect all adjacent improvements not called for removal on the drawings. Restore all damaged items to pre-existing condition at no additional cost to the owner.

1.19 REPAIR AND REPLACEMENT QUALITY

A. Items requiring repair or replacement due to damage or removal or otherwise necessitated in

the course of pursuance of the Work, and which are not otherwise specified herein, shall be repaired or replaced to the following levels of quality.

1. Paved and Graveled Roads, Curb and Gutter, Driveways, and Sidewalks. Repair or replacement shall be to a thickness and grade matching the existing condition. Quality of materials and methods shall comply with respective sections of the current edition of the Montana Public Works Standard Specifications. Any removed or damaged pavement markings shall be replaced to match the existing markings.

2. Water and Sewer Mains and Services. Repair or replacement shall be in a manner consistent with the existing condition using materials conforming to the Uniform Plumbing Code, the current editions of the Montana Department of Environmental Quality Design Standards, and other requirements of the Montana Department of Environmental Quality. Construction shall also comply with the current edition of the Montana Public Works Standard Specifications. Repair or replacement will not be allowed with materials like the existing installation if they do not conform to the above-referenced standards.

3. Storm Sewer Systems and Culverts. Repair or replacement shall be in a manner consistent with the existing condition using materials and construction methods conforming to the current edition of the Montana Public Works Standard Specifications, the current editions of the Montana Department of Environmental Quality Design Standards, and other requirements of the Montana Department of Environmental Quality. Repair or replacement will not be allowed with materials like the existing installation if they do not conform to the above-referenced standards.

4. Electrical, Telephone, Cable TV, Fiber, Natural Gas, and Petroleum Lines. Repair or replacement shall be to the standards required by the utility owner and at the utility owner's option may be performed by the utility owner with the full cost assessed to the Contractor.

5. Lawn/Field Restoration, Fertilizing, and Seeding. All areas disturbed by the Contractor's operations such as, but not limited to, haul roads, loading operations and disposal operations shall be restored by grading to the original contours, seeding (either Hydroseeding or Drill Seeding), fertilizing, and mulching. This will include repair or replacement of all disturbed vegetation to pre-construction standards as required by the Owner and landowner. The seed mixture, fertilizer, and mulch to be used will be submitted to the Engineer prior to application on the prepared seed bed. The Contractor shall restore all disturbed areas at no additional cost to the Owner or the landowner.

6. Fences. All fences adjacent to any work site are to be maintained to the satisfaction of the abutting property owners. The Contractor shall notify the landowners of the need to temporarily remove or relocate fences for access to the work and shall coordinate such activities with the respective landowners in regard to removal, relocation, and restoration of fences prior to commencing work.

   Any fence removed or destroyed during the course of the Contract shall be reinstalled or reconstructed in like kind at no additional cost to the Owner or the landowner.

The cost of this work shall be considered incidental, and no additional compensation will be allowed.

B. Other Items. Repair or replacement of other items not covered by the preceding shall be to the standards required by the owner of the item and at the owner's option may be performed

by the owner of the item with the full cost assessed to the Contractor.

C. Decisions Regarding Repair Versus Replacement. The decision of repair versus replacement of an affected item shall be at the discretion of the Engineer upon consultation with the owner of the item. The decision shall be based on a determination of whether repaired quality can equal the quality of a replacement installation. The Engineer's authority shall be final in this regard.

D. Limits of Repair or Replacement. The limits of areas to be repaired or replaced shall be determined by the Engineer in the field based on the extent of damage or removal sustained. The determination shall be based on insuring that all damaged or removed portions of the existing installation are fully restored. The authority of the Engineer in this regard shall be final. All work effects outside limits as described in these Contract Documents are subject to repair and replacement quality as described herein.

E. Repair by Party Owning or Maintaining Item. The party owning or maintaining the item under consideration shall have the exclusive right to undertake repair or replacement themselves and charge the Contractor for full costs incurred or to direct and supervise the Contractor to repair or replace the item to their standard of quality. The authority of the owner of the item shall be final in this regard.

1.20 REJECTED WORK

A. Any defective work or nonconforming materials or equipment that may be discovered at any time prior to the expiration of the warranty period, shall be removed and replaced by work which shall conform to the provisions of the Contract Documents. Any material condemned or rejected shall be removed at once from the project site. Failure on the part of the Engineer to condemn or reject bad or inferior work or to note nonconforming materials or equipment on Contractor’s submittals shall not be construed to imply acceptance of such work. The Owner shall reserve and retain all its rights and remedies at law against the Contractor and its Surety for correction of any and all latent defects discovered after the guarantee period.

B. The Engineer will have the authority to reject work which does not conform to the Contract Documents and will provide the Owner with a list of defective work and nonconforming materials or equipment. The Owner will then promptly provide the Contractor with the list of defective work and nonconforming materials or equipment.

END OF SECTION

SECTION 01041
PROJECT COORDINATION

This section modifies the corresponding Montana Public Works Standard Specifications, Seventh Edition – April 2021. All provisions that are not amended or supplemented remain in full force.

PART 1 - GENERAL

<u>Add the following immediately after 1.2</u>:

1.3 MAIL AND CARRIER SERVICES

A. Reasonable access shall be provided by the Contractor to mail and other carrier services for pickup and delivery of parcels, packages, or freight throughout construction. Work shall be coordinated with United States Postal Service prior to commencing Work. All accommodation provided to postal or carrier services shall be incidental to the project. No additional compensation will be awarded to the Contractor.

B. Comply with Section 02114 of MPWSS, incorporated by reference, for relocation of mailboxes.

1.4 SOLID WASTE COLLECTION

A. Residential and commercial solid waste service must be maintained throughout the construction period. The Contractor shall coordinate relocation of trash containers as needed both before and after pickup.

B. Times for relocation shall be coordinated by the Contractor with the solid waste collection company/agency.

1.5 EXISTING UTILITIES

A. The exact locations of existing underground utilities that may conflict with the work are not precisely known. It shall be the Contractor's responsibility to contact the owners of the respective utilities and arrange for field location services. The Contractor alone is responsible for coordinating the work with the utility owners.

B. <u>Notification</u>. The Contractor shall contact, in writing, all public and private utility companies that may have utilities that may be encountered during excavation. The notification shall include the following information:

1. The nature of the work that the Contractor will be performing.
2. The time, date, and location that the Contractor will be performing work that may conflict with the utility.
3. The nature of work that the utility will be required to perform such as moving a power pole, supporting a pole, or underground cable, etc.
4. Requests for field location and identification of utilities.

A copy of the letter of notification shall be provided to the Engineer. During the course of construction, the Contractor shall keep the utility companies notified of any change in schedule or nature of work that differs from the original notification.

C. <u>Identification</u>. All utilities that may conflict with the work shall be the Contractor's responsibility to locate before any excavation is performed. Field markings provided by the utilities shall be preserved by the Contractor until actual excavation commences. All utility

locations on the Drawings should be considered approximate and should be verified in the field by the Contractor. The Contractor shall also be responsible for locating all utilities that are not located on the Drawings.

D. Removal or Relocation of Utilities. All power, telephone, cable, and gas which interferes with the construction shall be removed or relocated by the utility company, at the Contractor's expense, unless otherwise specified. The Contractor shall coordinate all necessary utility relocation work with the appropriate utility company at no additional cost to the Owner.

E. Public Utilities. Water, sewer, storm drainage, street lighting and other utilities owned and operated by public entities shall, unless otherwise specifically requested by the utility owner, be removed, relocated, supported, or adjusted as required by the Contractor at the Contractor's expense. All such work shall be in accordance with these Specifications, or the Owner's Standard Specifications, or written instructions when the work involved is not covered by these Specifications.

F. Other Utilities. Utilities owned and operated by private individuals, railroads, school districts, associations, or other entities not covered in these Special Provisions shall, unless otherwise specifically requested by the utility owner, be removed, relocated, supported, or adjusted by the Contractor at the Contractor's expense. All work shall be in accordance with the utility owner's directions, or by methods recognized as being the standard of the industry when directions are not given by the owner of the utility.

G. Damage to Utilities and Private Property. The Contractor shall protect all utilities and private property and shall be solely responsible for any damage resulting from his construction activities. The Contractor shall hold the Owner and Engineer harmless from all actions resulting from his failure to properly protect utilities and private property. All damage to utilities shall be repaired at the Contractor's expense to the full satisfaction of the owner of the damaged utility or property. The Contractor shall provide the Owner with a letter from the owner of the damaged utility or property stating that it has been repaired to the utility owner's full satisfaction.

H. Water Mains and Services. All water mains and services exposed during construction shall be adequately supported and protected from freezing at all times. Sections of water mains shall not be valved off without first giving the Owner sufficient notification and receiving authorization from the Engineer. Unless otherwise permitted in writing by the Owner, water mains and services shall not be shut off for more than 3 hours. All affected water service customers shall be notified by the Contractor in advance of any interruption of service.

   Whenever a water main or service is damaged as a result of the Contractor's operations, the Contractor shall take immediate steps to repair the damage and disinfect all water mains and services contaminated as a result of the damage.

   Existing water services from the mains to private property which interferes with trenching operations may be cut and replaced at the Contractor's option and expense provided the requirements for notification, length of interruption, and disinfection specified above are adhered to.

I. Maintenance of Flows. Adequate provisions shall be made for maintaining the flow of sewers, drains, and water courses encountered during construction. Culverts, ditches, fences, crosswalks, and structures which are disturbed by this construction shall be satisfactorily restored to their original condition upon completion of the work.

J. Overhead Utilities. The Contractor shall use extreme caution to avoid a conflict, contact, or damage to overhead utilities, such as power lines, streetlights, telephone lines, television lines, poles, or other appurtenances during the course of construction of this project.

K. Buried Gas and Petroleum Lines. The Contractor shall provide some means of overhead support for buried gas and petroleum lines exposed during trenching to prevent rupture in case of trench caving. THE CONTRACTOR SHALL PROVIDE 24-HOUR ADVANCED NOTICE TO NORTHWESTERN ENERGY WHENEVER CONSTRUCTION ACTIVITIES ARE PLANNED TO EXPOSE ANY GAS LINE.

1.6 EXISTING STRUCTURES

The Contractor shall exercise every precaution to prevent damage to existing buildings or structures in the vicinity of his work. The Contractor is responsible for determining whether work will potentially affect existing buildings or structures. In the event of such damages, he shall repair them to the satisfaction of the owner of the damaged structure at no cost to the Owner.

1.7 EXISTING PAVEMENT

Where trench excavation or structure excavation requires the removal of curb and gutter, concrete sidewalks, or asphaltic or concrete pavement, the pavement or concrete shall be cut in a straight line parallel to the edge of the excavation by use of a spade-bitted air hammer, concrete saw, colter wheel, or similar approved equipment to obtain a straight, square clean break. Pavement cuts shall be 1 foot wider than the actual trench opening as indicated in the Drawings.

1.8 EXISTING SURVEY MARKERS AND MONUMENTS

The Contractor shall use every care and precaution to protect and not disturb any survey marker or monuments, such as those that might be located at lot or block corners, property pins, intersection of street monuments or addition line demarcation. Such protection shall include markings with flagged high lath and close supervision. No monuments shall be disturbed without prior approval of the Engineer. Any survey marker or monument that is disturbed by the Contractor during the construction of the project shall be replaced at no cost to the Owner by a licensed professional land surveyor.

END OF SECTION

SECTION 01050
FIELD ENGINEERING

This section modifies the corresponding Montana Public Works Standard Specifications, Seventh Edition – April 2021. All provisions that are not amended or supplemented remain in full force.

PART 1 - GENERAL

~~1.1 ENGINEERING SURVEYS~~

~~**Delete 1.1.A in its entirety and replace with the following:**~~

A. ~~The Contractor will be responsible for all layout and construction staking utilizing the Engineer's existing control and coordinate data. Electronic files of the Engineer's design will be made available to the Contractor. See Section 01400 – Contractor Quality Control and Owner Quality Assurance for additional information regarding engineering surveys.~~

~~1.2 STREET MONUMENTS AND PROPERTY CORNERS~~

~~**Add the following immediately after 1.2.B:**~~

C. ~~All existing survey monuments (i.e., property pins, intersection monuments, etc.) that are destroyed or disturbed by the work shall be reset per the Monument Preservation Act (MCA 70-22-115), at the end of construction. Work associated with these efforts shall be considered incidental to the project and included under the Construction Surveys line item.~~

Add the following immediately after 1.2:

1.3 ENGINEERING INTERPRETATIONS

A. Engineering Decisions. It is realized that timely engineering decisions on construction activities or results have an important bearing on the Contractor's schedule. On this project, the Engineer will make every effort to have a Resident Project Representative (RPR) readily available to the project during the construction period, who will assist in matters dealing with interpretation of the contract documents, specifications and drawings with the one qualification; that he/she shall have the right to take twenty-four (24) hours to confer with other Engineers before giving said decision. No Stand-By Time or additional Contract Time will be allowed during the 24-hour period.

B. When the decision affects a plan design or specification change, it should be realized that more time may be required than twenty-four (24) hours to gain the necessary Owner and funding source participation in the decision process including time for formal change order preparation as required.

1.4 RESIDENT PROJECT REPRESENTATIVE

A. The Resident Project Representative (RPR) will be the Engineer's employee or agent at the Site, will act as directed by and under the supervision of the Engineer, and will confer with the Engineer regarding the RPR's actions. The RPR's dealings in matters pertaining to the Work in general shall be with the Engineer and Contractor. The RPR's dealings with Subcontractors shall be through or with full knowledge and approval of the Contractor.

B. See General Conditions 10.03 and Supplementary Conditions 10.03 for additional information.

1.5 INSPECTIONS AND TESTING - GENERAL

A. All work will be inspected and tested to ensure compliance with the Contract Documents.

Complete payment will not be made until the Contractor has demonstrated that the work is complete, acceptance testing has been completed and accepted, and the work has been performed as required. If the Engineer detects a discrepancy between the work and the requirements of the Contract Documents at any time, up to and including final inspection, such work will not be completely paid for until the Contractor has corrected the deficiency.

B. The Engineer will monitor the construction of work to determine if the work is being performed in accordance with the contract requirements. The Engineer does not have the authority or means to control the Contractor's methods of construction. It is, therefore, the Contractor's responsibility to utilize all methods, equipment, manpower, and other means necessary to assure that the work is installed in compliance with the Drawings and Specifications, and laws and regulations applicable to the work. Any discrepancies noted shall be brought to the Contractor's attention, who shall immediately correct the discrepancy. Failure of the Engineer to detect a discrepancy will not relieve the Contractor of his ultimate responsibility to perform the work as required.

C. The Contractor shall inspect the work as it is being performed. Any deviation from the Contract requirements shall be immediately corrected. Prior to any scheduled inspection by the Engineer, the Contractor shall again inspect the work and certify to the Engineer that he has inspected the work and it meets the requirements of the Contract Documents. All buried work items shall be inspected by the Engineer prior to backfilling or may not be considered for payment.

D. The work will be subject to review by the Owner, whose findings shall be as valid as those of the Engineer. The results of all such observations shall be directed to the Contractor through the Engineer. The Contractor shall provide on-site sanitary facilities for employees of the Contractor, Subcontractors, Engineer, County Personnel, and Other Consultants and shall maintain facilities in a sanitary condition at each site.

1.6 INSPECTIONS AND TESTING – SERVICES PROVIDED BY THE CONTRACTOR

A. The Contractor shall provide the following inspection and testing services:

1. Preparation and certification of all required shop drawings and submittals as described in the Technical Specifications.

~~2. Tests as required by the Contract Documents which include, but are not limited to Gradations, Proctors, Compaction Testing, Concrete Air Tests, Concrete Slump Tests, Concrete Compression Tests, Hydrostatic Pressure Tests, Vacuum Tests of Manholes, Low Pressure Air Tests of Sewer/Storm Lines, Bacteria Tests, Water Main Disinfection Tests (RPR to deliver to laboratory, Contractor to pay for tests), etc. See Section 01400 – Contractor Quality Control and Owner Quality Assurance. All tests requiring the services of a laboratory to determine compliance with the Contract Documents shall be performed by an independent commercial testing laboratory acceptable to the Engineer. The laboratory shall be staffed with experienced technicians properly equipped, and fully qualified to perform the tests in accordance with the specified standards.~~

~~3. The Contractor shall provide the Engineer with a written schedule indicating dates for specific testing and inspection services to be performed. The schedule shall be updated as required to give the Engineer at least one week's advance notice. The Contractor shall notify the Engineer immediately of any change or shall be subject to pay engineering fees as herein defined.~~

~~4. Maintenance of project record drawings.~~

~~5. The Contractor shall arrange for and pay for all tests required not specifically identified below as being performed by the Engineer.~~

1.7 INSPECTIONS AND TESTING – SERVICES PROVIDED BY THE OWNER

A. The Owner is not required to perform any testing services during the construction of this project. ~~All required testing shall be the responsibility of the Contractor. The Contractor shall provide an approved independent testing laboratory to perform all necessary testing during construction activities.~~

B. ~~The Engineer will observe and review the results of the Contractor's testing, as required. Contractor shall coordinate tests with the Engineer and provide all necessary equipment and labor to perform the required tests.~~

END OF SECTION

SECTION 01150
MEASUREMENT AND PAYMENT

Unless otherwise specified, this section shall replace **Part 4 – Measurement and Payment** of individual Sections for Divisions 1, 2, and 3 of the MPWSS. Measurement and Payment shall be as specified in this section and shall include furnishing all labor, equipment, and materials necessary to construct, complete and deliver the bid items in accordance with the drawings and specifications.

The following Measurement and Payment descriptions do not necessarily name all the items required to complete the work. The cost of all incidentals shall be included in the related bid item prices.

Scope. This section describes the method of measurements and basis of payment for all work covered by the Contract Documents. For the purposes of this Contract, this Measurement and Payment Section shall govern and take precedence over all other references to measurement and payment (with exception to any addenda) referenced in these specifications.

Bid Prices.

A. The bid price for each item of the Contract in the Bid Proposal shall cover all work shown on the Drawings and required by the specifications and other Contract Documents. All costs in connection with the work, including providing all materials, equipment, supplies, and appurtenances; providing all required construction support plants, equipment, and tools; constructing and maintaining dewatering systems; and performing all necessary labor and supervision to fully complete the work, shall be included in the unit and/or lump sum prices bid in the Bid Proposal. The amounts shown on the Bid Proposal shall be the contract price.

B. No item that is required by the Contract Documents for the proper and successful completion of the work will be paid for outside of or in addition to the prices submitted in the Bid Proposal. All work not specifically set forth as a pay item in the Bid Proposal shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices bid.

Retainage. Retainage in the amount of 5% will be withheld from each progress payment.

Estimated Quantities. Any estimated quantities stipulated in the Bid Proposal or other Contract Documents are approximate and are to be used; (1) only as a basis for estimating the probable cost of the work and (2) for the purpose of comparing the bids submitted for the work.

Incidentals. The following measurement and payment sections do not necessarily name all the incidental items required by the Contract Documents to complete the work. The cost of all such incidentals shall be included in the various related bid items. Final payment will not be made until the work is complete and accepted by the Owner.

Method of Measurement.

A. No measurement of items contained in this Contract will be made on items representing a lump sum bid.

B. Measurement of items contained in this Contract will be made on the number of items represented by each unit installed and described in further detail in the payment section.

Bid Item Description

1. **Crack Preparation and Sealing**

General: Includes the furnishing and placement of crack sealing as road repair to various roads in Flathead County.

Work Included:

- All labor, tools, equipment, materials, and incidentals necessary to complete the work as specified;
- Provide appropriate traffic control, including signage, flagmen, pilot car, etc.;
- Provide all notices before and after roadway treatments;
- Routing of cracks;
- Placement of backer rod if required;
- Placement of crack seal material;
- Measuring and documenting crack sealing completed quantities;
- Cleanup;
- Mobilization, Bonding, and Insurance;

Measurement: Crack Preparation and Sealing is measured by the linear foot (LF) of crack prepared and sealed.

Payment: Payment shall be by the linear foot (LF) of crack prepared and sealed.

END OF SECTION

SECTION 01300
SUBMITTALS

This section modifies the corresponding Montana Public Works Standard Specifications, Seventh Edition – April 2021. All provisions that are not amended or supplemented remain in full force.

PART 1 - GENERAL

1.2 SHOP DRAWINGS, PRODUCT DATE, AND SAMPLES

<u>Delete 1.2.B and replace with the following</u>:

B. Review all shop drawings prior to submittal in accordance with Section 7.16 of the General Conditions.

<u>Add the following immediately after 1.2.E</u>:

F. Shop drawings and submittals shall be submitted for the following:

1. Schedule
2. Subcontractor List
3. Traffic Control Plan
4. Crack Seal Materials

END OF SECTION

SECTION 01400
CONTRACTOR QUALITY CONTROL AND OWNER QUALITY ASSURANCE

This section modifies the corresponding Montana Public Works Standard Specifications, Seventh Edition – April 2021. All provisions that are not amended or supplemented remain in full force.

PART 1 - GENERAL

<u>Add the following immediately after 1.2</u>:

1.3 SUMMARY

A. Quality Control and Assurance of Installation

1. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality. This also includes Construction Surveys and Material Testing.
2. Comply fully with manufacturers' instructions, including each step in sequence.
3. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
4. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
5. Perform materials testing work by persons qualified to produce workmanship of specified quality. At a minimum, technicians shall have nuclear gauge safety training certification and ACI certifications.

1.4 CONSTRUCTION SURVEYS BY CONTRACTOR

A. ~~The Contractor will be responsible for all layout and construction staking utilizing the Engineer's existing control and coordinate data for street, sidewalks, monuments, manholes, and any other construction which requires surveying. Dimensions and elevations indicated in the layout of work shall be verified by the Contractor. Discrepancies between Drawings, Specifications, and existing conditions shall be referred to the Engineer for adjustment before work is performed.~~

B. ~~Existing Engineer Control: The Engineer has set survey control (horizontal and vertical) for use in the design and ultimately the construction of these improvements. A listing of the coordinates and vertical elevation for each of these control points is included in the Plans. From these control points the Contractor shall layout the work by establishing all lines and grades at the site necessary to construct the work and shall be responsible for all measurements that may be required for the execution of the work to the location and limit marks prescribed in the specifications or on the Contract Documents.~~

C. ~~Several of the Engineer's control points may have been disturbed or accidentally removed before the contractor's layout begins. The Contractor will be responsible for verifying the accuracy of all control points and laying out all critical project points with the remaining control points. The Contractor will be responsible for preserving and protecting the survey control until proper referencing by the Contractor has been completed. Any survey control obliterated, removed, or otherwise lost during construction will be replaced at the Contractor's expense.~~

~~Any claims relating to survey location or construction staking accuracy must be supported by original control point data and verified in the field to the satisfaction of the Engineer.~~

D. ~~The Contractor shall field verify the vertical elevation of all existing manholes and pipes. The Contractor shall not order manholes until the field verification of rim elevations of manholes and invert elevations of casings are complete and furnished to the Engineer for verification.~~

E. ~~The Contractor is responsible for the location and elevation of all the construction contemplated by the Contract Documents. The Engineer may require verification or certification that the Contractor's equipment (i.e., laser levels, pipe lasers, etc.) is in good working condition and is working correctly. The Contractor is encouraged to check and calibrate all equipment on a regular basis.~~

F. ~~The Contractor is responsible for documenting the location, color, and type of any pavement markings so markings can be reinstalled in existing locations.~~

G. Prior to commencing work, the Contractor shall carefully compare and check all drawings, each with the other that in any way affects the location or elevation of the work to be executed by him, and should any discrepancy be found, he shall immediately report the same to the Engineer for verification and adjustment. Any duplication of work made necessary by failure or neglect on his part to comply with this function shall be done at his sole expense.

~~1.5 FIELD SAMPLES~~

A. ~~Obtain field samples at the site as required by individual specification Sections for review.~~

B. ~~Acceptable samples represent a quality level for the Work.~~

~~1.6 MATERIAL TESTING SERVICES~~

A. ~~The Contractor shall employ the services of a qualified independent testing laboratory to perform quality control testing in the field or laboratory on concrete, aggregate gradation, moisture density relationships (Proctors), fill, and backfill materials; in-place field density test on bedding and fills, and other materials and equipment, during and after their incorporation in the Work. Field sampling and testing shall be performed by the testing firm as specified in this section. Testing may be performed at more frequent intervals due to changing soil types, environmental conditions, or at the Engineer's discretion.~~

B. ~~The Contractor shall furnish all sample materials and cooperate in the sampling and field-testing activities. The Contractor will furnish personnel, equipment, and facilities to perform sampling and field-testing activities, and to deliver samples and test specimens to the testing laboratory. The Contractor shall be responsible for quality control testing. If control or assurance tests indicate work does not meet specified requirements, remove work, replace. The Contractor shall bear all costs and fees associated with retests.~~

C. ~~Moisture Density Relationships (Proctors)~~

~~1. The testing agency or laboratory shall perform Standard Proctor Tests (ASTM-698-91, Method C) to determine moisture density relationships for all soils, crushed base, and aggregates requiring quality control testing. A proctor shall be performed for each soil type, aggregate type, and each source.~~

D. ~~Soil Compaction Tests~~

~~1. Utility Trenches and Underground Structures~~

~~a. Set of tests~~

i. ~~For trenches up to 8 feet in depth, density tests shall be taken at 12 inches above the pipe, at one-half the trench depth, and at the surface.~~

ii. ~~For trenches greater than 8 feet in depth, density tests shall be taken at 12 inches above the pipe, at one-third trench depth, at two-thirds the trench depth, and at the surface.~~

b. ~~The minimum density shall be 95% Standard Proctor, ± 3% optimum moisture.~~

c. ~~Horizontal Frequency~~

i. ~~Utility Mains – one set of tests per 150 feet~~

ii. ~~Service Lines – One set of tests per 3 services, per utility type.~~

iii. ~~Open Pit – Minimum of one set of tests (Open Pit – at each manhole, water valve, catch basin, vault, etc.)~~

d. ~~Each test location shall be separated horizontally from a prior test location.~~

e. ~~One set of in-situ soil densities will be required for every water and sewer service for a minimum of every 3 vertical feet of compaction, starting 1 foot above the service pipe.~~

2. ~~In situ soil densities will be required at a minimum of every 100 feet of water and sewer trench for every 1 vertical foot of compaction.~~

3. ~~Calibrated Nuclear Density Tests and Sand Cone Density tests are the only acceptable methods for determining soil in-situ densities.~~

4. ~~Soil density tests must be conducted during normal backfill practices, density tests completed after backfilling operations are complete by means of excavation to required depths in not acceptable.~~

E. ~~Street Subgrade Compaction Tests~~

1. ~~All sub-base: 95% Standard Proctor, ± 3% optimum moisture. One test every 100 feet of street per lane with random offsets. Locations shall be determined by the Engineer or RPR, unless otherwise delegated to the testing agency.~~

2. ~~All crushed gravel base: 95% Standard Proctor, ± 3% optimum moisture. One test every 100 feet of street per lane with random offsets. Locations shall be determined by the Engineer or RPR, unless otherwise delegated to the testing agency.~~

3. ~~Calibrated Nuclear Density Tests and Sand Cone Density tests are the only acceptable methods for determining soil in-situ densities.~~

4. ~~Proof rolling of compacted base may be required at Engineers discretion when soil pumping is noticed or suspected. Proof rolling can be achieved by using a tandem axle truck dump truck with a minimum load of 20 tons. At least 2 passes must be accomplished over the entire road length. Any weakness revealed by this method must be removed corrected at the Contractors expense. Weaknesses may include excess rutting, pumping, or cracking of surface.~~

F. ~~Asphalt Concrete Pavement~~

1. ~~Testing shall be in accordance with MPWSS Section 02510, as modified by the Special Provision.~~

G. ~~Concrete Tests~~

1. ~~Testing shall be in accordance with MPWSS Section 03310, as modified by the Special Provision.~~

H. ~~Aggregate Gradations~~

1. ~~The Contractor shall be responsible for gradation testing of road crushed sub-base and crushed base material.~~

2. ~~Gradation results shall be submitted in accordance with Section 01300.~~

3. ~~One gradation shall be submitted prior to the start of the project. One gradation shall be required for every 1000 tons placed.~~

1.7 MANUFACTURERS' FIELD SERVICES AND REPORTS

A. When specified in individual specification Sections, require material or product suppliers, or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment applicable, and to initiate instructions when necessary.

B. Individuals shall report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

PART 3 - EXECUTION

Add the following immediately after 3.2:

3.3 TESTING SCHEDULE

QUALITY CONTROL MINIMUM TESTING SCHEDULE

Test	Standard	Frequency	Requirements
~~**Soils**~~			
~~Standard Proctor~~	~~ASTM D698/C~~	~~Each soil type, aggregate type, and each source.~~	
~~Nuclear Soil Density~~	~~ASTM D6938~~	~~1 set every 150 feet of trench.~~	~~95% max dry density, +/- 3% Optimum Moisture Content.~~
~~**Base and Subbase**~~			
~~Standard Proctor~~	~~ASTM D698/C~~	~~Each soil type, aggregate type, and each source.~~	
~~Nuclear Soil Density~~	~~ASTM D6938~~	~~1 set every 150 feet of trench.~~	~~95% max dry density, +/- 3% Optimum Moisture Content.~~
~~Gradation~~	~~ASTM D422~~	~~Prior to start and at every change in source.~~	~~Provide results to Engineer for approval prior to use.~~
~~Atterberg Limits~~	~~ASTM D4318~~	~~Prior to start and at every change in source.~~	~~Provide results to Engineer for approval prior to use.~~
~~**Concrete**~~			
~~Sampling~~	~~ASTM C172~~	~~1ST truck & every 50 CY~~	
~~Temperature~~	~~ASTM C1064~~	~~1ST truck & every 50 CY~~	
~~Air Content~~	~~ASTM C231~~	~~1ST truck & every 50 CY~~	~~5-7%~~
~~Slump~~	~~ASTM C143~~	~~1ST truck & every 50 CY~~	~~2-4"~~
~~Cylinders~~	~~ASTM C31~~	~~1ST truck & every 50 CY~~	~~4" or 6" cylinders~~
~~Compressive Strength~~	~~ASTM C39~~	~~1-7 day, 2-28 days, 1-hold~~	
~~Unit Weight~~	~~ASTM C138~~	~~1ST truck & every 50 CY~~	
~~**Asphalt**~~			
~~Sampling~~	~~AASHTO T 230~~		
~~Density~~	~~AASHTO T 166~~		~~93% Maximum Theoretical Density~~

PART 4 - MEASUREMENT AND PAYMENT

~~**Delete Section 4.1 and replace with the following:**~~

~~4.1 PAYMENT FOR TESTING~~

A. ~~See Section 01150 for Construction Surveys and Materials Testing.~~

END OF SECTION

SECTION 01500
CONSTRUCTION AND TEMPORARY FACILITIES

This section modifies the corresponding Montana Public Works Standard Specifications, Seventh Edition – April 2021. All provisions that are not amended or supplemented remain in full force.

PART 1 - GENERAL

1.1 CONSTRUCTION FACILITIES

Add the following immediately after 1.1.C:

D. The Contractor shall provide all temporary electrical, lighting, telephone, heating, cooling, ventilating, water, sanitary, first aid, fire protection, and other utilities and services necessary for the performance of the work. All fees, charges, and other costs associated therewith shall be paid for by the Contractor.

1.3 DUST CONTROL

Add the following immediately after 1.3.A:

B. The Contractor is responsible to maintain the construction site and haul routes in accordance with the requirements of all emission and dust abatement ordinances and regulations of Flathead County and shall have informed himself of all applicable State Board of Health requirements and similar state or federal requirements pertaining to control of or abatement of air pollution. The Contractor shall have provided or be prepared to provide such air pollution control measures as are required to comply with the minimum standards established by such agencies.

C. ~~Watering, or application of Magnesium Chloride, for dust control is considered incidental to the Contract and shall be performed at no additional cost to the Owner.~~

Add the following immediately after 1.5:

1.6 ACCESS TO PROJECT SITE(S)

A. Site access shall be via public roadways or as shown on the Construction Drawings. The Contractor shall not unreasonably encumber the site or public rights-of-way with his materials and construction equipment. The Contractor shall comply with all reasonable instructions of the Owner's representative and the ordinances and codes of government agencies regarding signs, traffic, fires, explosives, danger signals, and barricades.

B. It may be necessary for the Contractor to secure a private parking area to stage from and to park vehicles and equipment. Costs associated with any offsite staging or parking areas shall be considered incidental to the project.

1.7 STAGING AREAS

A. The Contractor shall not unreasonably encumber the site or public rights-of-way with his materials and construction equipment. The Contractor shall comply with all reasonable instructions of the Owner's representative and the ordinances and codes of government agencies regarding signs, traffic, fires, explosives, danger signals and barricades.

B. It may be necessary for the Contractor to secure an area to stage from and to park vehicles and equipment. Costs associated with any offsite staging or parking areas shall be considered incidental to the project.

1.8 SANITARY FACILITIES

A. The Contractor shall provide on-site sanitary facilities for employees of the Contractor, Subcontractors, County Personnel, Engineer, and Other Consultants and shall maintain facilities in a sanitary condition at each site.

1.9 WATER POLLUTION / EROSION AND SEDIMENT CONTROL

A. The Contractor shall comply with all laws and regulations of the Montana Department of Environmental Quality and with all other federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

B. Particular care will be required to prevent trench spoils from entering streams or watercourses. Under no circumstances will equipment be allowed to operate in flowing stream channels.

C. Sediment control provisions shall be used whenever work is conducted adjacent to drainages or watercourses to control silt in runoff. Adequate silt barriers or sediment traps shall be used to comply with statutory requirements for all stream-side work, both during and after working hours. Measures used may include staked straw bales, sediment ponds, and/or staked silt fence (Mirafi "Enviro-Fence", or equal). The Contractor will be solely responsible for the selection and implementation of sediment control measures to assure permit and statutory compliance.

D. The Contractor shall install erosion and sediment control BMPs in compliance with the Minimum Standards for Design and Construction for Flathead County, Montana.

E. It will be the responsibility of the Contractor to determine if they will be required to submit NOI & SWPPP to MDEQ for compliance with the General Permit (Storm Water Discharge Associated with Construction Activity).

1.10 BARRIERS

A. The Contractor shall temporarily remove all signs, fences, barricades, minor structures, and other obstructions that interfere with the prosecution of the work. Removal shall not extend beyond designated construction limits or rights of way without first obtaining written authorization from the owner of the barrier.

B. Fences and barricades used for the confinement or exclusion of livestock, animals, or persons shall be replaced at the end of each workday to the extent necessary to perform the restrictive intent of the barrier.

C. Unless otherwise directed by the Engineer or indicated on the Drawings, all barriers so removed shall be replaced following the completion of the work to as good or better condition than existed prior to the start of work. This requirement applies to small trees and decorative shrubs as well as signs, fences, barricades, and minor structures.

D. The Contractor shall replace at his own expense all barriers damaged or destroyed.

~~1.11 SITE DEWATERING~~

A. ~~Site dewatering, if required, shall consist of that dewatering necessary to construct the work as specified, including all trenching, excavation, and embankment. The Contractor shall submit a plan for dewatering to the Engineer, but this plan is for informational purposes only. The~~

~~Contractor is responsible for determining the appropriate method of dewatering and analyzing whether any dewatering will affect existing utilities, structures, or buildings. The Contractor shall also be responsible for obtaining the necessary permits for discharge of the dewatering operations.~~

~~1.12 SHORING~~

A. ~~Excavations, when required, must be shored or supported to meet the U.S. Department of Labor, OSHA, Safety and Health Regulations for Construction. The Contractor shall construct and maintain all excavations to prevent personal injuries, damage to foundations, structures, pole lines or other facilities. The Contractor shall arrange and pay for any engineering required to design any shoring or supports for excavations, as required. The Contractor shall provide safe working conditions meeting OSHA, local and state safety codes.~~

~~1.13 EXPLORATORY EXCAVATION~~

A. ~~Exploratory excavation shall be used to find critical buried items that are at unknown locations (i.e., buried connections, utilities that cannot be located, etc.). All exploratory excavation activities must be observed by the Engineer. All costs associated with exploratory excavation shall be solely the Contractor's responsibility.~~

1.14 CONSTRUCTION WATER

A. Water for dust control, compaction efforts, and all other construction activities will be supplied by the Contractor, at no additional cost to the Owner.

1.15 DISPOSAL OF USED WATER

A. Disposal of used water shall be the responsibility of the Contractor. Discharges to the surface are subject to permit and regulatory requirements. Discharge of chlorinated water is the responsibility of the Contractor and shall go through a dichlorination process prior to any discharge. Discharge to sewer or storm drains must be coordinated with and approved by the Owner.

END OF SECTION

SECTION 01570
CONSTRUCTION TRAFFIC CONTROL

This section modifies the corresponding Montana Public Works Standard Specifications, Seventh Edition – April 2021. All provisions that are not amended or supplemented remain in full force.

PART 1 - GENERAL

1.2 REQUIREMENTS

<u>Add the following immediately after 1.2.A</u>:

A. Construction Traffic Control.

1. The Contractor shall prepare detailed traffic control plans and provide it to the County for review. Some plans may require Montana Department of Transportation (MDT) review and approval. All traffic control devices shall meet MUTCD Requirements (Part 6) and such devices shall be shown on the Contractor's plans. The Contractor shall be responsible for maintaining and providing all necessary traffic control devices for public safety.

2. **Traffic Control:** To the greatest extents possible, the Contractor shall provide "two-way, two-lane traffic" through the construction area. When two lanes of traffic cannot be provided, flaggers shall be utilized to provide "two-way, one-lane traffic" through the construction area.

a. Definitions:

- "Two-Way, Two-Lane Traffic" is defined as a delineated, smooth driving surface equal to or greater than 20-feet wide.
- "Two-Way, One-Lane Traffic" is defined as a delineated, smooth driving surface less than 20-feet, but greater than 12-feet in width.
- "Through Traffic" is defined as traffic that does not have an origination or destination within the project area.
- "Local Traffic" is defined as traffic that does have an origination or destination within the project area.

B. The Contractor shall assign a "Traffic Control Manager" to the project. It will be the manager's responsibility to maintain and secure the project traffic control at all times. The manager shall be onsite at all times during active construction activities, this person may be a part of the Contractor's general crew. The Owner shall be notified of any changes in assignment of the "Traffic Control Manager" prior to such assignment. The "Traffic Control Manager" shall make all corrections to the construction traffic control plan as deemed necessary per required inspections, or the Engineers direction.

C. The Contractor shall schedule his construction operations in a manner which will assure that: 1) the safety and convenience of motorists and pedestrians, and the safety of construction workers, are adequately met at all times; and 2) the project is completed in a manner most beneficial to the project as a whole.

1.3 NOTIFICATIONS

<u>Delete parts B and C, and replace with the following</u>:

B. Notices. It will be the responsibility of the Contractor to notify the following individuals for the following items:

- Owner and emergency services of any temporary street closures or traffic control activities.
- Contractor to place "NO PARKING" signs as needed to ensure vehicles are not in the way of construction progress.

All notices shall be submitted for review and approval to the Owner a minimum of 24 hours prior to required notice period.

PART 3 - EXECUTION

3.2 NONCOMPLIANCE

<u>Delete parts D & E and replace with the following</u>:

D. The Contractor's failure to correct any deficiency in the construction traffic control within four (4) hours of notification of deficiency or failure to provide copies of requested inspection forms is cause to deduct monies from the contract equal to one (1) day pay for Construction Traffic Control on the next progress payment. Monies may be deducted for each day of noted deficiency, including weekends, holidays, and afterhours.

E. The Engineer may direct the correction of construction traffic control deficiencies immediately. Failure to immediately correct the deficiency is cause for the Engineer to correct the deficiency at the Contractors expense. The expense of such correction shall be deducted from the Contractors next progress payment for Construction Traffic Control, or from project retainage.

3.3 FLAGGING

<u>Add the following immediately after 3.3.A</u>:

B. The maximum duration that vehicles are to wait at a flagger shall be 10-minutes.

PART 4 - MEASUREMENT AND PAYMENT

<u>Delete Section 4.1 and replace with the following</u>:

4.3 PAYMENT

D. The method for measurement and payment shall be as defined in Section 01150.

END OF SECTION

SECTION 01700
CONTRACT CLOSEOUT

This section modifies the corresponding Montana Public Works Standard Specifications, Seventh Edition – April 2021. All provisions that are not amended or supplemented remain in full force.

PART 1 - GENERAL

Add the following immediately after 1.4:

1.5 SUBSTANTIAL COMPLETION

A. Substantial completion for Contract shall be established as stated in paragraph 15.03, General Conditions.

1.6 FINAL SUBMITTALS

A. No Contract will be finalized until all of the following have been submitted as required by submittals:

1. Final shop drawings.
2. Record drawings.
3. Operation and Maintenance Manuals.
4. Equipment maintenance summaries.
5. Manufacturer's certification of proper installation.

B. No Contract will be finalized until all guarantees, bonds, certifications, licenses, and affidavits required for work or equipment as specified are satisfactorily filed with the Owner.

1.7 RELEASE OF LIENS OR CLAIMS

A. No Contract will be finalized until satisfactory evidence of release of liens has been submitted to Owner as required by the General Conditions.

PART 2 - PRODUCTS

~~**Add the following into this part:**~~

~~2.1 ACCESSORIES~~

A. ~~Furnish to Owner, upon acceptance of equipment, all accessories required to place each item of equipment in full operation. These accessory items include, but are not limited to, adequate oil and grease as required for first lubrication of equipment (after field testing), light bulbs, fuses, hydrant wrenches, valve keys, handwheels, chain operators, special tools, and other items required for initial operation.~~

PART 3 - EXECUTION

Add the following into this part:

~~3.1 FINAL CLEANING~~

A. ~~At completion of work and immediately prior to final inspection, clean entire project according~~

~~to the following provisions:~~

1. ~~Clean, sweep, wash, and polish work and equipment provided under the Contract, including finishes. Leave the structures and site in a complete and finished condition to the satisfaction of the Engineer and Owner.~~
2. ~~Remove debris including dirt, sand, and gravel from sewers and tunnels. Wash down and flush materials that can be transported hydraulically to an approved sewage treatment plant. Remove materials that cannot flow or be pumped to the plant.~~
3. ~~Should Contractor not remove rubbish or debris or not clean the facilities and site as specified above, the Owner reserves the right to have final cleaning done at the sole expense of the Contractor.~~

B. ~~The Contractor shall:~~

1. ~~Employ experienced workers or professional cleaners for final cleaning.~~
2. ~~Conduct final inspection of exposed interior and exterior surfaces and of concealed spaces in preparation for final inspection or occupancy.~~
3. ~~Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from exposed interior and exterior finished surfaces; polish surfaces designated to shine finish.~~
4. ~~Repair, patch, and touch-up marred surfaces to specified finish, and match adjacent surfaces.~~
5. ~~Broom clean paved surfaces; rake clean other surfaces.~~
6. ~~Remove snow and ice from access to buildings.~~
7. ~~Replace air-handling filters and clean ducts, blowers, and coils of ventilation units operated during construction.~~
8. ~~Remove from the Owner's property temporary structures and materials, equipment, and appurtenances not required as part of, or appurtenant to, the completed work.~~
9. ~~Leave water courses, gutters, and ditches open and in condition satisfactory to Engineer.~~

3.2 FINAL INSPECTION

A. After final cleaning and upon written notice from Contractor that work is completed, Engineer will make preliminary inspection with the Owner and Contractor present. Upon completion of preliminary inspection, Engineer will notify Contractor in writing of particulars in which the completed work is defective or incomplete.

B. Upon receiving written notice from Engineer, Contractor shall immediately undertake work required to remedy defects and complete the work to the satisfaction of Engineer and Owner.

C. After the items as listed in Engineer's written notice are corrected or completed, inform Engineer in writing that required work has been completed. Upon receipt of this notice the Engineer, Owner, and Contractor, will make final inspection of the project.

D. Should the Engineer and Owner find all work satisfactory at the time of final inspection, Contractor will be allowed to make application for final payment in accordance with provisions of the General Conditions. Should Engineer and Owner still find deficiencies in the work, Engineer will notify Contractor in writing of deficiencies and will not approve Contractor's request for final payment until such time as Contractor has satisfactorily completed the

required work.

END OF SECTION

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TECHNICAL SPECIFICATIONS

Incorporation of Montana Public Works Technical Specifications. **The Technical Specifications as found in Montana Public Works Standard Specifications (MPWSS), Seventh Edition, April 2021, are hereby incorporated by reference and made a part of this Contract.**

In addition to the MPWSS Technical Specifications are the following Flathead County Technical Specifications:

FLATHEAD COUNTY TECHNICAL SPECIFICATIONS

Section 106 - Acceptance of Work
Section 218 - Crack Preparation and Sealing

SECTION 106

ACCEPTANCE OF WORK

106.01 Conformity with Contract Requirements.

References to standard test methods of AASHTO, ASTM and other recognized standard authorities refer to the methods in effect on the date of solicitation for bids.

Perform work according to the contract requirements. Perform all work to the lines, grades, cross-sections, dimensions, and processes or material requirements shown on the plans or specified in the contract.

Incorporate manufactured materials into the work according to the manufacturer's recommendations or to these specifications, whichever is stricter.

Plan dimensions and contract specification values are the values to be strived for and complied with as the design values from which any deviations are allowed. Perform work and provide material that is uniform in character and reasonably close to the prescribed value, or within the specified tolerance range. The purpose of a tolerance range is to accommodate occasional minor variations from the median zone that are unavoidable for practical reasons.

The County may inspect, sample, or test all work at any time before final acceptance of the project. When the County tests work, copies of test reports are furnished to the Contractor upon request. County tests may or may not be performed at the work site. If Contractor testing and inspection is verified by the County, the Contractor's results may be used by the County to evaluate work for acceptance. Do not rely on the availability of County test results for process control.

Acceptable work conforming to the contract will be paid for at the contract unit bid price. Three methods of determining conformity and accepting work are described in Subsections 106.02 to 106.04 inclusive. The primary method of acceptance is specified in each Section of work. However, work may be rejected at any time it is found by any of the methods not to comply with the contract.

Remove and replace work that does not conform to the contract, or to prevailing industry standards where no specific contract requirements are noted, at no cost to the County.

As an alternative to removal and replacement, the Contractor may submit a written request to:

(a) Have the work accepted at a reduced price; or

(b) Be given permission to perform corrective measures to bring the work into conformity.

The request must contain supporting rationale and documentation. Include references or data justifying the proposal based on an evaluation of test results, effect on service life, value of material or work, quality, aesthetics, and other tangible engineering basis. The County will determine disposition of the nonconforming work.

When standard manufactured items are specified (such as fence, wire, plates, rolled shapes, pipe conduits, etc., that are identified by gauge, unit mass, section dimensions, etc.), the identification will be considered to be nominal masses or dimensions. Unless specific contract tolerances are noted, established manufacturing tolerances will be accepted.

106.02 Visual Inspection. Acceptance is based on visual inspection of the work for compliance with the contract and prevailing industry standards.

106.03 Certification. For material manufactured off-site, use a manufacturer with an ISO 9000 certification or an effective testing and inspection system. Require the manufacturer to clearly mark the material or packaging with a unique product identification or specification standard to which it is produced.

Other than references in or to the FAR or Federal Law, when these Standard Specifications reference certifications; certificates; or certified documents, equipment, or individuals, these references are not certifications under Section 4301 of Public Law 104-106, National Defense Authorization Act for Fiscal Year 1996. These references refer to documentation of non-regulatory, peripheral contract requirements that are required to be validated by an individual or organization having unique knowledge or qualifications to perform such validation.

Material accepted by certification may be sampled and tested at any time. If found not in conformance with the contract, the material will be rejected whether in place or not.

One of the following certifications may be required:

(a) Production certification. Material requiring a production certification is identified in the Acceptance Subsection of each Section. Require the manufacturer to furnish a production certification for each shipment of material. Include the following with each production certification:

(1) Date and place of manufacture;

(2) Lot number or other means of cross-referencing to the manufacturer's inspection and testing system; and

(3) Substantiating evidence that the material conforms to the contract quality requirements as required by FAR 46.105(a) (4), including all of the following:

(a) Test results on material from the same lot and documentation of the inspection and testing system;

(b) A statement from the manufacturer that the material complies with all contract requirements; and

(c) Manufacturer's signature or other means of demonstrating accountability for the certification.

(b) Commercial certification. When a certification is required, but not a production certification, furnish one commercial certification for all similar material from the same manufacturer.

A commercial certification is a manufacturer's or Contractor's representation that the material complies with all contract requirements. The representation may be labels, catalog data, stamped specification standards, or supplier's certifications indicating the material is produced to a commercial standard or specification.

106.04 Measured or Tested Conformance. Provide all necessary production and processing of the work and control performance of the work so that all of the work complies with the contract requirements.

Results from inspection or testing shall have values within the specified tolerances or specification limits. When no tolerance values are identified in the contract, the work will be accepted based on customary manufacturing and construction tolerances.

106.05 RESERVED

106.06 RESERVED

106.07 Partial and Final Acceptance. Maintain the work during construction and until the project is accepted. Damage caused by the Contractor prior to final acceptance of the entire project will be repaired at the Contractor's expense.

(a) Partial acceptance. When a separate portion of the project is completed, a final inspection of that portion may be requested. If the portion is complete and in compliance with the contract, it may be accepted. If accepted, the County will relieve the Contractor of further responsibility for maintenance of the completed portion. Partial acceptance does not void or alter any of the terms of the contract.

When public traffic is accommodated through construction and begins using sections of roadway as they are completed, continue maintenance of such sections until final acceptance.

(b) Final acceptance. When notified that the entire project is complete, an inspection will be scheduled. If all work is determined to be complete, the inspection will constitute the final inspection and the Contractor will be notified in writing of final acceptance as of the date of the final inspection. Final acceptance relieves the Contractor of further responsibility for the maintenance of the project.

If the inspection discloses any unsatisfactory work, the County will provide to the Contractor a list of the work that is incomplete or requires correction. Immediately complete or correct the work. Furnish notification when the work has been completed as provided above.

END OF SECTION 106

SECTION 218

CRACK PREPARATION AND SEALING

218-1 DESCRIPTION

218-1.1 General

This item shall consist of the cleaning and sealing of cracks before application of the bituminous surface treatment.

218-1.2 Crack Preparation and Sealing

The crack sealing shall consist of routing, cleaning, and properly filling cracks. All cracks sealing on preventative maintenance projects shall be routed, typically 3/4 inch wide by 1/2 inch deep. In locations of ruts or irregular asphalt surface, routing shall be 3/4 inch deep.

All cracks shall be cleaned of all loose material and dried completely by the combination of a handheld probe, blade or brush and compressed air so that the cracks can be readily sealed. When applying the sealant, the pavement surface temperature shall meet that recommended by the sealant manufacturer, but in no case shall the surface temperature be lower than 40° F and rising.

218-2 MATERIALS

218-2.1 Sealant

All cracks shall be filled with a pavement crack and joint sealant meeting the requirements of ASTM D 6690, Type IV.

The joint sealant shall be "MACSEAL 6690-4 MOD”, or an approved equal to produce the desired finished product and meet the above requirements.

In addition to filling cracks with sealant as described above, other materials may be used to fill cracks such as backer rods and fine graded asphalt concrete. These added materials if required, are illustrated/specified, and called for on the plans.

218-3 CONSTRUCTION METHODS

The cracks shall be filled with sealant commensurate with details shown in the plans. The sealant may then be squeegeed, if necessary, to form the meniscus shown on the detail. Placement without squeegee is preferable.

218-3.1 Acceptance Procedures

Prior to application of material, the Contractor shall provide certified laboratory tests certifying that the material meets the contract specifications. Any retesting of the material by the Owner resulting in noncompliance with the contract specifications shall be paid for by the Contractor.

The Contractor shall deliver to the Owner the test results from the supplier and a certification signed by an authorized representative of the supplier that all material delivered meets all contract specifications.

218-4 METHOD OF MEASUREMENT

Method of Measurement will be as set forth in Section 01150.

218-5 BASIS OF PAYMENT

Basis of Payment will be as set forth in the Section 01150.

218-6 TESTING REQUIREMENTS:

ASTM D-6690	Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements
ASTM D-113	Test Method for Ductility of Bituminous Materials
AASHTO T51-8I	Revision of T51-86 Ductility of Bituminous Materials

END OF SECTION 218

APPENDIX A

WAGE RATES

2023 CRACK SEAL PROJECT

MONTANA
PREVAILING WAGE RATES FOR HIGHWAY CONSTRUCTION SERVICES 2023

Effective: January 14, 2023

Greg Gianforte, Governor
State of Montana

Laurie Esau, Commissioner
Department of Labor & Industry

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ERD at erd.dli.mt.gov/labor-standards or contact:

Employment Standards Division
Montana Department of Labor and Industry
P. O. Box 8011
Helena, MT 59601
Phone 406-444-6543

The department welcomes questions, comments, and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.

MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the internet at erd.dli.mt.gov/labor-standards or by contacting the department at (406) 444-6543.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at erd.dli.mt.gov/labor-standards or contact the department at (406) 444-6543.

LAURIE ESAU
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication January 14, 2023

B. Definition of Highway Construction

The Administrative Rules of Montana (ARM), 24.17.501(3) – (3)(a), states *"Highway construction projects include, but are not limited to, the construction, alteration, or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, and parking areas, bridges constructed or repaired in conjunction with highway work, and other similar projects not incidental to building construction or heavy construction.*

Highway construction projects include, but are not limited to, alleys, base courses, bituminous treatments, bridle paths, concrete pavement, curbs, excavation and embankment (for road construction), fencing (highway), grade crossing elimination (overpasses or underpasses), guard rails on highways, highway signs, highway bridges (overpasses, underpasses, grade separation), medians, parking lots, parkways, resurfacing streets and highways, roadbeds, roadways, runways, shoulders, stabilizing courses, storm sewers incidental to road construction, street paving, surface courses, taxiways, and trails."

C. Definition of Public Works Contract

Section 18-2-401(11)(a), MCA defines "public works contract" as *"…a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of $25,000…"*.

D. Prevailing Wage Schedule

This publication covers only Highway Construction occupations and rates in the specific localities mentioned herein. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Building Construction, Heavy Construction and Nonconstruction Services occupations can be found on the internet at www.mtwagehourbopa.com or by contacting the department at (406) 444-6543.

E. Rates to Use for Projects

ARM, 24.17.127(1)(c), states *"The wage rates applicable to a particular public works project are those in effect at the time the bid specifications are advertised."*

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:

"(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.

(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.

(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency."

G. Fringe Benefits

Section 18-2-412, MCA states:

"(1) To fulfill the obligation…a contractor or subcontractor may:

(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;

(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or

(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.

(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor."

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

H. Dispatch City

ARM, 24.17.103(11), defines dispatch city as *"…the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Miles City, Missoula and Sidney."*

I. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(19), defines zone pay as "…an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job." See section H above for a list of dispatch cities.

J. Computing Travel Benefits

ARM, 24.17.103(23), states *" 'Travel pay,' also referred to as 'travel allowance,' is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee's home, whichever is closer, to the center of the job."* See section H above for a list of dispatch cities.

K. Per Diem

ARM, 24.17.103(19), states *" 'Per diem' typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer."*

L. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, Section 18-2-416(2), MCA states *"…The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract."* Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate journey level prevailing wage rate when working on a public works contract.

M. Posting Notice of Prevailing Wages

Section 18-2-406, MCA, provides that contractors, subcontractors, and employers who are *"…performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees."*

N. Employment Preference

Sections 18-2-403 and 18-2-409, MCA require contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

O. Projects of a Mixed Nature

Section 18-2-408, MCA states:

"(1) The contracting agency shall determine, based on the preponderance of labor hours to be worked, whether the public works construction services project is classified as a highway construction project, a heavy construction project, or a building construction project.

(2) Once the project has been classified, employees in each trade classification who are working on that project must be paid at the rate for that project classification"

P. Occupations Definitions

You can find definitions for these occupations on the following Bureau of Labor Statistics website:
http://www.bls.gov/oes/current/oes_stru.htm

Q. Welder Rates

Welders receive the rate prescribed for the craft performing an operation to which welding is incidental.

R. Foreman Rates

Rates are no longer set for foremen. However, if a foreman performs journey level work, the foreman must be paid at least the journey level rate.

WAGE RATES

BRICK, BLOCK, AND STONE MASONS

Wage	Benefit
$32.32	$16.78

Travel and Per Diem:
0-70 mi. free zone
>70-90 mi. $60.00/day
>90 mi. $80.00/day

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CARPENTERS

Wage	Benefit
$32.75	$13.82

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $4.00/hr.
>60 mi. base pay + $6.00/hr.

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CEMENT MASONS AND CONCRETE FINISHERS

Wage	Benefit
$32.44	$16.03

Duties Include:
Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, or curbs. Align forms for sidewalks, curbs, or gutters.

Zone Pay:
No zone pay established.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

Wage	Benefit
$25.42	$11.65

This group includes but is not limited to:
Air Compressor; Auto Fine Grader; Belt Finishing; Boring Machine (Small); Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front-End Loader, under 1 cu. yd; Oiler, Heavy Duty Drills; Herman Nelson Heater; Mucking Machine; Oiler, All Except Cranes/Shovels; Pumpman.

Zone Pay:
0-25 mi. free zone
>25-50 mi. base pay + $2.50/hr.
>50 mi. base pay + $3.00/hr.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

Wage	Benefit
$29.55	$11.65

This group includes but is not limited to:
Air Doctor; Backhoe\Excavator\Shovel, up to and incl. 3 cu. yds; Bit Grinder; Bitunimous Paving Travel Plant; Boring Machine, Large; Broom, Self-Propelled; Concrete Travel Batcher; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer, Rubber-Tired, Push, & Side Boom; Elevating Grader\Gradall; Field Equipment Serviceman; Front-End Loader, 1 cu. yd up to and incl. 5 cu. yds; Grade Setter; Heavy Duty Drills, All Types; Hoist\Tugger, All; Hydralift Forklifts & Similar; Industrial Locomotive; Motor Patrol (except finish); Mountain Skidder; Oiler, Cranes\Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete\Grout Machine; Punch Truck; Roller, other than Asphalt; Roller, Sheepsfoot (Self-Propelled); Roller, 25 tons and over; Ross Carrier; Rotomill, under 6 ft; Trenching Machine; Washing /Screening Plant

Zone Pay:
0-25 mi. free zone
>25-50 mi. base pay + $2.50/hr.
>50 mi. base pay + $3.00/hr.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

Wage	Benefit
$30.59	$11.65

This group includes but is not limited to:
Asphalt Paving Machine; Asphalt Screed; Backhoe\Excavator\Shovel, over 3 cu. yds; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes, Creter; Cranes, Electric Overhead; Cranes, 24 tons and under; Curb Machine\Slip Form Paver; Finish Dozer; Front-End Loader, over 5 cu. yds; Mechanic\Welder; Pioneer Dozer; Roller Asphalt (Breakdown & Finish); Rotomill, over 6 ft; Scraper, Single, Twin, or Pulling Belly-Dump; YO-YO Cat.
Zone Pay:

0-25 mi. free zone
>25-50 mi. base pay + $2.50/hr.
>50 mi. base pay + $3.00/hr.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

Wage	Benefit
$29.00	$11.65

This group includes but is not limited to:
Asphalt\Hot Plant Operator; Cranes, 25 tons up to and incl. 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

Zone Pay:
0-25 mi. free zone
>25-50 mi. base pay + $2.50/hr.
>50 mi. base pay + $3.00/hr.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

Wage	Benefit
$30.34	$11.65

This group includes but is not limited to:
Cranes, 45 tons up to and incl. 74 tons.

Zone Pay:
0-25 mi. free zone
>25-50 mi. base pay + $2.50/hr.
>50 mi. base pay + $3.00/hr.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

Wage	Benefit
$31.03	$11.65

This group includes but is not limited to:
Cranes, 75 tons up to and incl. 149 tons; Cranes, Whirley (All).

Zone Pay:
0-25 mi. free zone
>25-50 mi. base pay + $2.50/hr.
>50 mi. base pay + $3.00/hr.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

Wage	Benefit
$33.13	$11.65

This group includes but is not limited to:
Cranes, 150 tons up to and incl. 250 tons; Cranes, over 250 tons—add $1.00 for every 100 tons over 250 tons; Crane, Tower (All); Crane Stiff-Leg or Derrick; Helicopter Hoist.

Zone Pay:
0-25 mi. free zone
>25-50 mi. base pay + $2.50/hr.
>50 mi. base pay + $3.00/hr.

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CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

Wage	Benefit
$20.90	$12.92

Zone Pay:
0-25 mi. free zone
>25-50 mi. base pay + $2.50/hr.
>50 mi. base pay + $3.00/hr.

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CONSTRUCTION LABORERS GROUP 2

Wage	Benefit
$25.01	$11.82

This group includes but is not limited to:
General Labor; Asbestos Removal; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-lay Down; Crusher and Batch Worker; Heater Tender; Fence Erector; Landscape Laborer; Landscaper; Lawn Sprinkler Installer; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sign Erection; Guardrail and Jersey Rail; Spike Driver; Stake Jumper; Signalman; Tail Hoseman; Tool Checker and Houseman and Traffic Control Worker.
Zone Pay:

0-25 mi. free zone
>25-50 mi. base pay + $2.50/hr.
>50 mi. base pay + $3.00/hr.

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CONSTRUCTION LABORERS GROUP 3

Wage	Benefit
$24.19	$11.82

This group includes but is not limited to:
Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker) Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power and Tamper.

Zone Pay:
0-25 mi. free zone
>25-50 mi. base pay + $2.50/hr.
>50 mi. base pay + $3.00/hr.

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CONSTRUCTION LABORERS GROUP 4

Wage	Benefit
$25.18	$11.82

This group includes but is not limited to:
Hod Carrier***; Water Well Laborer; Blaster; Wagon Driller; Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete); Powderman; Rock & Core Drill; Track or Truck Mounted Wagon Drill and Welder incl. Air Arc.

Zone Pay:
0-25 mi. free zone
>25-50 mi. base pay + $2.50/hr.
>50 mi. base pay + $3.00/hr.

***Hod Carriers will receive the same amount of travel and/or subsistence pay as bricklayers when requested to travel.

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DIVER TENDERS

Wage	Benefit
$43.98	$17.84

The tender shall receive 2 hours at the straight time pay rate per shift for dressing and/or undressing a Diver when work is done under hyperbaric conditions.

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $4.00/hr.
>60 mi. base pay + $6.00/hr.

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DIVERS

	Wage	Benefit
Stand-By	$44.98	$17.84
Diving	$89.96	$17.84

Depth Pay (Surface Diving)

0-20 ft.	free zone
>20-100 ft.	$2.00 per ft.
>100-150 ft.	$3.00 per ft.
>150-220 ft.	$4.00 per ft.
>220 ft.	$5.00 per ft.

Diving In Enclosures

0-25 ft.	free zone
>25-300 ft.	$1.00 per ft.

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $4.00/hr.
>60 mi. base pay + $6.00/hr.

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ELECTRICIANS

Wage	Benefit
$36.69	$16.93

Travel:
No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

0-08 mi. free zone
>08-50 mi. federal mileage rate/mi. in excess of the free zone.
>50 mi. $71.57/day

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IRONWORKERS – REINFORCING IRON AND REBAR WORKERS

Wage	Benefit
$30.53	$27.91

Duties Include:
Cut, bend, tie, and place rebar.

Travel:
0-45 mi. free zone
>45-60 mi. $45.00/day
>60-100 mi. $70.00/day
>100 mi. $90.00/day

Special Provision:
When the employer provides transportation, travel will not be paid. However, when an employee is required to travel over 70 miles one way, the employee may elect to receive the travel pay in lieu of the transportation.

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IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS

Wage	Benefit
$30.53	$27.91

Duties Include:
Structural steel erection; assemble prefabricated metal buildings; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

Travel:
0-45 mi. free zone
>45-60 mi. $50.00/day
>60-100 mi. $75.00/day
>100 mi. $95.00/day

Special Provision:
When the employer provides transportation, travel will not be paid. However, when an employee is required to travel over 70 miles one way, the employee may elect to receive the travel pay in lieu of the transportation.

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LINE CONSTRUCTION – EQUIPMENT OPERATORS

Wage	Benefit	Travel:
$37.26	$17.93	No Free Zone $60.00/day

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LINE CONSTRUCTION – GROUNDMAN

Wage	Benefit	Travel:
$29.09	$17.24	No Free Zone $60.00/day

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LINE CONSTRUCTION – LINEMAN

Wage	Benefit	Travel:
$48.65	$19.06	No Free Zone $60.00/day

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MILLWRIGHTS

Wage	Benefit	Zone Pay:
$42.43	$14.52	0-30 mi. free zone >30-60 mi. base pay + $4.00/hr. >60 mi. base pay + $6.00/hr.

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PAINTERS

Wage	Benefit	Zone Pay:
$34.95	$12.47	No zone pay established.

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PILE BUCKS

Wage	Benefit
$33.50	$14.07

Duties Include:
Set up crane; set up hammer; weld tips on piles; set leads; insure piles are driven straight with the use of level or plum bob. Give direction to crane operator as to speed, and direction of swing. Cut piles to grade.

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $4.00/hr.
>60 mi. base pay + $6.00/hr.

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PILOT CAR DRIVERS

Wage	Benefit
$22.39	$12.92

Zone Pay:
0-25 mi. free zone
>25-50 mi. base pay + $2.50/hr.
>50 mi. base pay + $3.00/hr.

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TRUCK DRIVERS

	Wage	Benefit
Truck Driver	$29.40	$11.96

Truck drivers include but are not limited to:
Combination Truck and Concrete Mixer and Transit Mixer; Dry Batch Trucks; Distributor Driver; Dumpman; Dump Trucks and similar equipment; Dumpster; Flat Trucks; Lumber Carriers; Lowboys; Pickup; Powder Truck Driver; Power Boom; Serviceman; Service Truck/Fuel Truck/Tireperson; Truck Mechanic; Trucks with Power Equipment; Warehouseman, Partsman, Cardex and Warehouse Expeditor; Water Trucks.

Zone Pay:
All Districts
0-15 mi. free zone
>15-30 mi. base pay + $0.65/hr.
>30-50 mi. base pay + $0.85/hr.
>50 mi. base pay + $1.25/hr.

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APPENDIX B

MISCELLANEOUS FORMS

2023 CRACK SEAL PROJECT

BID BOND (PENAL SUM FORM)

Bidder Name: Address *(principal place of business)*:	**Surety** Name: Address *(principal place of business)*:
Owner Name: Address *(principal place of business)*:	**Bid** Project *(name and location)*: Bid Due Date:
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder _____ *(Full formal name of Bidder)* By: _____ *(Signature)* Name: _____ *(Printed or typed)* Title: _____ Attest: _____ *(Signature)* Name: _____ *(Printed or typed)* Title:	Surety _____ *(Full formal name of Surety) (corporate seal)* By: _____ *(Signature) (Attach Power of Attorney)* Name: _____ *(Printed or typed)* Title: _____ Attest: _____ *(Signature)* Name: _____ *(Printed or typed)* Title:
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   3.2. All Bids are rejected by Owner, or
   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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NOTICE OF AWARD

Date of Issuance: _____

Owner: _____

Engineer: _____

Project: _____

Contract Name: _____

Bidder: _____

Bidder's Address: _____

Owner's Project No.: _____

Engineer's Project No.: _____

You are notified that Owner has accepted your Bid dated_____for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: _____

The Contract Price of the awarded Contract is $_____. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

_____ unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner_____counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): _____

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: _____

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Copy: Engineer

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PERFORMANCE BOND

Contractor Name: Address *(principal place of business)*:	**Surety** Name: Address *(principal place of business)*:
Owner Name: Mailing address *(principal place of business)*:	**Contract** Description *(name and location)*: Contract Price: Effective Date of Contract:

Bond

Bond Amount:

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:

   3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;

   3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

   3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

   5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

   5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

   5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

   5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

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5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

   7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

   7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

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statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows:

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PAYMENT BOND

Contractor Name: Address *(principal place of business)*:	**Surety** Name: Address *(principal place of business)*:
Owner Name: Mailing address *(principal place of business)*:	**Contract** Description *(name and location)*: Contract Price: Effective Date of Contract:

Bond

Bond Amount:

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond will arise after the following:

   5.1. Claimants who do not have a direct contract with the Contractor

      5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

      5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

   7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2. Pay or arrange for payment of any undisputed amounts.

   7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

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8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

        16.1.1. The name of the Claimant;

        16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

        16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

        16.1.4. A brief description of the labor, materials, or equipment furnished;

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16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows:

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NOTICE TO PROCEED

Owner: _____

Engineer: _____

Contractor: _____

Project: _____

Contract Name: _____

Effective Date of Contract: _____

Owner's Project No.: _____

Engineer's Project No.: _____

Contractor's Project No.: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement: _____

The number of days to achieve Substantial Completion is_____from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of_____; and the number of days to achieve readiness for final payment is_____from the commencement date of the Contract Times, resulting in a date for readiness for final payment of_____.

Before starting any Work at the Site, Contractor must comply with the following:

_____

Owner: _____

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Date Issued: _____

Copy: Engineer

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APPROVAL OF SUBCONTRACTORS

PROJECT TITLE: _____

PROJECT NO: _____

CONTRACTOR: _____

Listed below are all of the subcontractors which we propose to use on this project. Your approval of these subcontractors is requested.

We certify that these subcontractors, as listed, have been advised of the labor standards and provisions applicable to this project and that these provisions, as incorporated in the Contract between the Owner and the undersigned Contractor, will be incorporated in the contracts between the Contractor and the listed subcontractors. These provisions shall include all necessary insurance, workers compensation, and other legal requirements that the Contractor must carry.

NAME AND ADDRESS OF SUBCONTRACTOR	MONTANA PUBLIC CONTRACTOR'S REGISTRATION NO.	TYPE OF WORK	APPROXIMATE VALUE OF SUBCONTRACT
		TOTAL:	

Any deviation from this list shall be approved by the Owner prior to the subcontractor conducting the work.

SIGNED BY (Contractor): _____
SIGNATURE PRINT OR TYPE NAME DATE

CHECKED BY (Engineer): _____
SIGNATURE PRINT OR TYPE NAME DATE

APPROVED BY (Owner): _____
SIGNATURE PRINT OR TYPE NAME DATE

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WORK CHANGE DIRECTIVE NO.: _____

Owner: _____ Owner's Project No.: _____

Engineer: _____ Engineer's Project No.: _____

Contractor: _____ Contractor's Project No.: _____

Project: _____

Contract Name: _____

Date Issued: _____ Effective Date of Work Change Directive: _____

Contractor is directed to proceed promptly with the following change(s):

Description:_____

_____

_____

Attachments:

_____

Purpose for the Work Change Directive:

_____

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

☐ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons. Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: $ _____ **[increase] [decrease] [not yet estimated]**.

Contract Time: _____ days **[increase] [decrease] [not yet estimated]**.

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

	Recommended by Engineer	Authorized by Owner
By:		
Title:		
Date:		

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CHANGE ORDER NO.: _____

Owner: _____ Owner's Project No.: _____

Engineer: _____ Engineer's Project No.: _____

Contractor: _____ Contractor's Project No.: _____

Project: _____

Contract Name: _____

Date Issued: _____ Effective Date of Change Order: _____

The Contract is modified as follows upon execution of this Change Order:

Description:_____

_____

_____

Attachments: _____

Change in Contract Price	**Change in Contract Times [State Contract Times as either a specific date or a number of days]**
Original Contract Price: $	Original Contract Times: Substantial Completion: Ready for final payment:
[Increase] [Decrease] from previously approved Change Orders No. 1 to No.**:** $	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No.__: Substantial Completion: Ready for final payment:
Contract Price prior to this Change Order: $	Contract Times prior to this Change Order: Substantial Completion: Ready for final payment:
[Increase] [Decrease] this Change Order: $	**[Increase] [Decrease]** this Change Order: Substantial Completion: Ready for final payment:
Contract Price incorporating this Change Order: $	Contract Times with all approved Change Orders: Substantial Completion: Ready for final payment:

	Recommended by Engineer (if required)	Accepted by Contractor
By:	_____	_____
Title:	_____	_____
Date:	_____	_____

	Authorized by Owner	Approved by Funding Agency (if applicable)
By:	_____	_____
Title:	_____	_____
Date:	_____	_____

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FIELD ORDER NO.: ____

Owner: _____ Owner's Project No.: _____

Engineer: _____ Engineer's Project No.: _____

Contractor: _____ Contractor's Project No.: _____

Project: _____

Contract Name: _____

Date Issued: _____ Effective Date of Field Order: _____

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Attachments:

_____

_____

Issued by Engineer

By: _____

Title: _____

Date: _____

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APPLICATION AND CERTIFICATE FOR PAYMENT

Application No. _____

Period from : _____ To: _____

OWNER: _____

CONTRACTOR: _____

PROJECT: _____

CONTRACT DATE: _____

ORIGINAL CONTRACT SUM _____

Change Order No. _____ _____

Change Order No. _____ _____

Change Order No. _____ _____

Net Change by Change Orders _____

CONTRACT SUM TO DATE _____

Estimate No.	Amount Earned This Estimate	Retainage Held This Estimate	Amount Earned Less Retainage	Less 1% Gross Receipts Tax	Total
Totals:					

Less Previous Certificates for Payment: _____

Current Payment Due: _____

CONTRACTOR'S CERTIFICATE

The undersigned Contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for payment were issued and payments received from the Owner, and that current payment shown herein is due.

Dated: _____

_____
Contractor

By: _____

ENGINEER'S CERTIFICATE FOR PAYMENT

This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above "Current Payment Due" is recommended.

Dated: _____

Robert Peccia and Associates
Engineer

By: _____

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed Certification is attached. In
tabulations below, amounts are stated to the nearest dollar.

Application No.

Date

(A) Item No.	(B) Description of Work	(C) Contract Quantity	(D) Contract Unit Price	(E) Contract Price	(F) Previous Quantity Requested	(G) Current Quantity Completed	(H) Total Quantity Complete To Date	(I) Total Cost	(J) Materials on Site	(K) Less Materials Installed	(L) Amount Earned This Estimate
	TOTALS										

AFFIDAVIT ON BEHALF OF CONTRACTOR

STATE OF: _____):ss

COUNTY OF: _____)

PROJECT: _____

PROJECT NUMBER: _____ **DATE:** _____

I certify to the best of my knowledge and belief that all work has been performed and materials supplied in strict conformance with the terms and conditions of the corresponding Contract Documents between _____, the Owner, and _____, the Contractor, dated _____ for the _____ _____ Project, No. _____, and further declare that all bills for materials, supplies, utilities, and for all other things furnished or caused to be furnished by the above-named Contractor and used in the execution of the above Contract have been fully paid, and there are no unpaid claims or demands of State Agencies, subcontractors, materialmen, mechanics, laborers or any others resulting from or arising out of work done or ordered to be done by said Contractor under the above-identified Contract.

In consideration of the prior and final payments made and all payments made for authorized changes, the Contractor releases and forever discharges the Owner from any and all obligations and liabilities arising by virtue of said Contract and authorized changes between the parties hereto, either verbal or in writing, and any and all claims and demands of every kind and character whatsoever against the Owner, arising out of or in any way relating to said Contract, and authorized changes. This Waiver includes any claim of lien as well as any and all claims under 40 U.S.C. §§ 270a-270d (”the Miller Act”) or any state statute serving a substantially similar purpose, and releases and waives any and all claims to any private bond right.

This statement is made for the purpose of inducing the Owner to make Final Payment under the terms of the Contract, relying on the truth and statements contained therein. The Contractor acknowledges others, including lenders, insurers, and the Engineer, will rely upon this instrument as a full and complete waiver and release of all claims in the normal course of their transactions.

Dated this _____ day of _____, _____, at _____, Montana.

CONTRACTOR: _____

_____

_____

BY: _____
SIGNATURE DATE

_____
PRINT OR TYPE NAME TITLE

Subscribed and sworn to before me this_____day of_____, _____.

_____
NOTARY PUBLIC FOR THE STATE OF MONTANA

_____
RESIDING AT

_____
MY COMMISSION EXPIRES

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CONTRACTOR'S CERTIFICATE OF COMPLETION

TO (Owner): _____ **DATE:** _____

_____ **PROJECT:** _____

_____ _____

_____ **PROJECT NO:** _____

ATTN (Engineer): _____ **CONTRACT DATE:** _____

FROM (Contractor): _____

This is to certify that I,_____, am an authorized official of

_____, working in the capacity of

_____, and have been properly authorized by said firm

or corporation to sign the following statements pertaining to the subject contract:

I know of my own personal knowledge, and do hereby certify, that the work of the contract described above has been performed, and materials used and installed in every particular, in accordance with, and in conformity to, the Contract Plans and Specifications.

The contract work is now complete in all parts and requirements and ready for your substantial completion inspection.

I understand that neither the determination of the Engineer that the work is complete nor the acceptance thereof by the Owner shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the Contract Documents.

CONTRACTOR: _____

BY: _____
SIGNATURE DATE

_____
PRINT OR TYPE NAME TITLE

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CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: _____ Owner's Project No.: _____

Engineer: _____ Engineer's Project No.: _____

Contractor: _____ Contractor's Project No.: _____

Project: _____

Contract Name: _____

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:
☐ All Work ☐ The following specified portions of the Work:

_____

_____

Date of Substantial Completion: _____

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☐ None ☐ As follows:

_____

Amendments to Contractor's Responsibilities: ☐ None ☐ As follows:

_____

The following documents are attached to and made a part of this Certificate:

_____

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

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CONSENT OF SURETY COMPANY TO FINAL PAYMENT

OWNER: _____

ENGINEER: _____

CONTRACTOR: _____

SURETY: _____

PROJECT: _____

PROJECT NUMBER: _____

CONTRACT DATE: _____

In accordance with the provisions of the contract between the Owner and the Contractor indicated above, the _____, SURETY COMPANY, on bond of
(here insert name of Surety Company)

_____, CONTRACTOR,
(here insert name and address of Contractor)

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to

_____, OWNER,
(here insert name and address of Owner)

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this _____ day of

_____, _____.

SURETY COMPANY:

(SEAL)

_____
COMPANY NAME

_____
ADDRESS

_____

_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE

_____
TITLE DATE

NOTE: This form is to be used as a companion document to the Affidavit on Behalf of Contractor (current edition).

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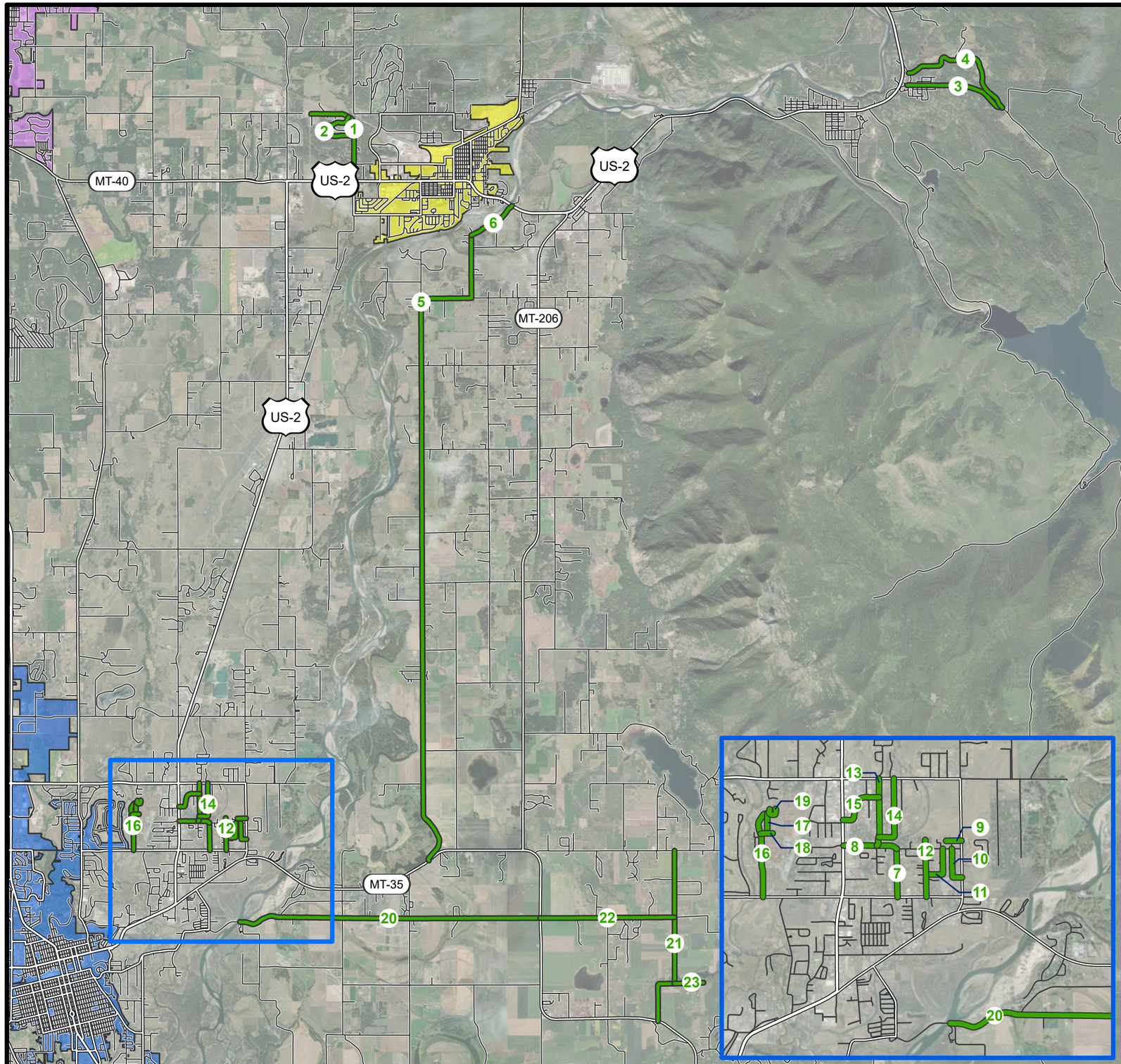
APPENDIX C

ROAD MAP

2023 CRACK SEAL PROJECT



2023 Flathead County Crack Seal Project

Legend

- FC Crack Seal Roads
- Major Roads
- Other Roads

City Limits

- Columbia Falls
- Kalispell
- Whitefish

0 0.5 1 2 3 4 Miles

N

Map Created By:
Robert Peccia and Associates
www.rpa-hln.com
1-800-667-8160

Priority	Name	Begin	End
1	North Hilltop Road	Highway 2	End of Maintenance
2	Dawn Drive	N. Hilltop Road (N. End)	N. Hilltop Road (S. End)
3	South Fork Road	Old Highway 2	Spotted Bear Road
4	Spotted Bear Road	South Fork Road	Old Highway 2
5	Columbia Falls Stage Road	Highway 35	River Road
6	River Road	Columbia Falls Stage Road	Highway 2
7	Edgewood Drive	E. Evergreen Drive	Spring Creek Drive
8	Spring Creek Drive	Highway 2	Solberg Drive
9	Plentywood Drive	Helena Flats Road	West Dead End
10	Pheasant Drive	Helena Flats Road	Solberg Drive
11	Parliament Drive	Solberg Drive	Harmony Road
12	Harmony Road	E. Evergreen Drive	North Dead End
13	Mountain View Drive	Spring Creek Drive	E. Reserve Drive
14	Maple Drive	Mountain View Drive	E. Reserve Drive
15	Ash Road	Highway 2	Mountain View Drive
16	Kings Way	W. Evergreen Drive	Kings Loop
17	Kings Way	Kings Loop	Kings Loop
18	Kings Loop	Kings Way	End of Maintenance
19	Kings Loop	Kings Way (North End)	End of Maintenance
20	Holt Stage Road	Steel Bridge Road	Highway 35
21	Creston Hatchery Road	Lake Blaine Road	Highway 35
22	Mennonite Church Road	Highway 35	Creston Hatchery Road
23	Kauffman Lane	Creston Hatchery Road	E. for 365 feet