

# 2024 Crack Seal Project

## Flathead County, Montana



Prepared for:

**Flathead County Road & Bridge Department**

Flathead County, Montana

April 2024



Prepared by:

**Robert Peccia & Associates**

Kalispell, MT

[www.rpa-hln.com](http://www.rpa-hln.com)




# 2024 Crack Seal Project

## Flathead County, Montana

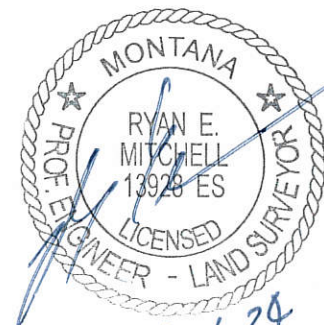
### CONTRACT DOCUMENTS, SPECIFICATIONS, AND MAP

April 2024

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Date Approved 4-26-24



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(406) 284-2110





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## **DIVISION 00**

### **BIDDING & CONTRACTING REQUIREMENTS**

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#### **2024 CRACK SEAL PROJECT**



**SECTION 00100**  
**INVITATION TO BID**

The Board of County Commissioners of Flathead County, Montana will receive sealed bids for the **2024 Crack Seal Project**. The project primarily consists of furnishing materials, labor, and equipment required to complete crack seal improvements of approximately **79 miles** of roadway.

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/departments-directory/roads-and-bridges](http://www.flathead.mt.gov/departments-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 **1:00 PM on Thursday, May 9, 2024**. 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 14, 2024. All bids will be publicly opened and read aloud at 9:00 AM, local time, Thursday, May 15, 2024, 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 and Robert Peccia & Associates, Inc. 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 25<sup>th</sup> day of April, 2024.

BOARD OF COUNTY COMMISSIONERS  
Flathead County, Montana

By:   
Randy Brodehl, Chairman

Published: April 28, 2024  
May 5, 2024

## **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 Owner and approved by Flathead County. All investigations must be performed within the two-week period prior to the bid opening. All traffic and pedestrian control associated with these investigations shall be the responsibility of the Contractor and must be approved by the appropriate agency having jurisdiction.

#### **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 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. Each 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.

## **2024 Crack Seal Project**

### **BID SHEET - Digital**

All Bidders must contact 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 01150, Measurement and Payment, for a detailed description of the Bid Items for Bidding Purposes.

<b><u>Bid Item</u></b>	<b><u>Description</u></b>	<b><u>Unit</u></b>	<b><u>Total Price</u></b>	<b><u>Unit Price</u></b>	<b><u>Quantity</u></b>
<b>BASE BID</b>					
1	Crack Preparation & Sealing	LF	\$150,000	\$_____	_____

**Base Bid Unit Price:** \$\_\_\_\_\_

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(Total Base Bid Unit Price Written in Words)

**Note:** The goal of this project is to perform \$150,000 worth of crack sealing on various roadways. The Contractor shall provide a total lineal footage of cracks that can be sealed for \$150,000 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 \$150,000 budget).

**END OF SECTION**

**SECTION 00520**  
**2024 CRACK SEAL PROJECT**  
**AGREEMENT**

This Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024, 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. 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 **14** calendar days after the Notice to Proceed and commencement of work date and all work to be completed by **July 8th, 2024**, 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 \$300 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.

**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 - RESERVED**

### **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: \$1,000,000.00
  - ii. Each Accident: \$3,000,000.00
- b. Property Damage:
  - i. Each Person: \$1,000,000.00
  - 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.
- 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).

<b>Workers' Compensation and Related Policies</b>	<b>Policy limits of not less than:</b>
<b>Workers' Compensation</b>	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
<b>Employer's Liability</b>	
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	\$1,000,000.00
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000.00

- 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.

<b>Automobile Liability</b>	<b>Policy limits of not less than:</b>
<b>Bodily Injury</b>	
Each Person	\$500,000.00
Each Accident	\$1,000,000.00
<b>Property Damage</b>	
Each Accident	\$1,000,000.00
<b>[or]</b>	
<b>Combined Single Limit</b>	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000.00

- 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.

<b>Excess or Umbrella Liability</b>	<b>Policy limits of not less than:</b>
Each Occurrence	\$1,000,000.00
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.~~

<b>Contractor's Pollution Liability</b>	<b>Policy limits of not less than:</b>
Each Occurrence/Claim	\$1,000,000
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.

<b>Contractor's Professional Liability</b>	<b>Policy limits of not less than:</b>
Each Claim	\$1,000,000
Annual Aggregate	\$3,000,000

- O. ~~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.

<b>Unmanned Aerial Vehicle Liability Insurance</b>	<b>Policy limits of not less than:</b>
Each Claim	\$1,000,000
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. ~~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.~~

## **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

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**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 - RESERVED**

**ARTICLE 9 - RESERVED**

**ARTICLE 10 - RESERVED**

**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:

1. 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 Manufacturer'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 *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. *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.
  - 4. *Mitigation Measures* - The following environmental mitigation measures are required on this Project: None.

19.10 *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.

19.11 *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.

19.12 *Procurement of Recovered Materials*

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

19.13 *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**  
                 **Ryan Mitchell, PE, PLS, Project Manager**  
                 **Telephone: (406) 752-5025**

The following is a list of Utility Companies that have utilities within the project limits:

**Flathead County (Culverts and Inlets)**  
**Road & Bridge Department**  
**Telephone: (406) 758-5790**

—— ~~**Flathead Electric Coop (Power)**~~  
—— ~~**Telephone (406) 751-4461**~~

—— ~~**Northwestern Energy (Gas)**~~  
—— ~~**Telephone (406) 871-2570**~~

—— ~~**One Call Locators**~~  
—— ~~**Telephone: (800) 424-5555**~~

## 2. CONTRACT TIME AND LIQUIDATED DAMAGES

- 2.1. Contract Time: Contract time for this project is **14 calendar days** and having all work to be completed by **July 8<sup>th</sup>, 2024**.
- 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 or 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:

- **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 available upon request.** 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:

**(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 and Engineer 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 operations shall be conducted to coincide with completion of the various segments of the Project. The final payment will not be issued until the final cleanup operations have been approved by the Engineer and Owner. No separate payment will be made for cleanup operations.

- 13.1. Daily Cleanup Requirements: The Contractor will be responsible for keeping all public streets, sidewalks, and driveways free of tracked mud and other construction-related debris. The Contractor will be required to perform daily cleanup activities on an "as needed" basis. At a minimum, the Contractor shall perform daily cleanup activities at the end of each working day. At any time, if the Owner or Engineer deems that it is necessary for cleanup activities to be performed, the Contractor shall immediately take action to satisfy the cleanup request.
- 13.2. Temporary Tracking Pads: ~~Temporary tracking pads are optional for this project. If issues arise during construction (i.e., excessive mud being tracked onto public streets, etc.), the Owner reserves the right to enforce the use of temporary tracking pads at no additional cost to the Owner.~~
- 13.3. Final Cleanup Requirements: Cleanup for each item of work shall be fully completed and accepted before the item is considered final. Before final acceptance is made, the entire work shall be cleaned and conditioned. See **Section 01700 – Contract Closeout** for additional information. This shall include, at a minimum, that all Erosion Control measures are cleaned and secured, and a maintenance plan for the erosion control measures shall be provided.

As part of the cleanup, before acceptance of the work by the Owner, the Contractor shall remove all of their equipment, tools, and supplies from the property of the Owner. Should the Contractor fail to remove such equipment, tools, and supplies, the Owner shall have the right to remove them at the Contractor's expense.

## **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:~~

- ~~Working outside of the allowed Regular Hours or working Saturdays, Sundays, and holidays.~~
- ~~Furnishing materials or equipment not in conformance with Contract Documents necessitating redesign by the Engineer.~~
- ~~Working beyond the time of completion established in the Notice to Proceed with Construction.~~
- Retests by the Engineer of tests that have failed.
- Retests by others for tests that require Engineer's presence.
- Repeated review of submittals and shop drawings that have not been approved.
- Additional inspection as a result of unacceptable work.
- Failing to follow design or construction documents.
- Submitting excessive or unreasonable claims requiring Engineer's review.
- Failing to properly document pay requests.
- Failing to provide or adhere to schedules.
- 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:~~

- ~~Labor: At the Engineer's current billable rates, including overhead, as referred to in the Agreement between the Owner and Engineer, plus 15% profit.~~
- ~~Other Consultant: At actual cost plus 10%.~~
- ~~Mileage: \$0.65/mi.~~
- ~~Per Diem: IRS allowable rate.~~
- ~~Other expenses and laboratory testing: Actual Cost plus 10%.~~
- ~~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. **RECORD DRAWINGS**

15.1. ~~The Contractor's Superintendent shall maintain at the project site, a "Marked-Up" set of "Record Drawings" showing field changes, as-built elevations, unusual conditions encountered during construction, and such other data as required to provide the Owner with an accurate "as constructed" set of record drawings. The Contractor shall furnish the "Record Set" to the Engineer following the Final Inspection of the Project.~~



~~15.2. The Contractor's final estimate and final payment will not be processed until the "Record Set" of drawings are received and approved by the Engineer.~~

## **16. 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 and July 2024**. 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 16-1** 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 16-1** 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 16-1** is located in **Appendix C**.

The Owner is planning on Chip Sealing many of the roadways shown. The Owner will begin performing chip sealing on August 12<sup>th</sup>, 2024. **The Contractor must complete all work by July 8<sup>th</sup>, 2024.**

At the end of each day's work the Contractor shall contact the Owner to 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 16-1**

Priority	Road Name	Miles	Est. LF of Cracks	Description	
				Start	End
1	Columbia Falls Stage	5.37	32,220	0.1 miles north of Windfield Ln	to Hwy 35
2	Rogers Rd	1.08	6,458	from Columbia Falls Stage	to Hwy 206
3	Hellman Ln	0.70	4,192	from Columbia Falls Stage	to River Butte Dr
4	Badrock Dr	0.99	5,957	from Columbia Falls Stage	to Middle Rd
5	Middle Rd	4.25	25,474	from Sullivan Xrd	to Kelley Rd
6	Kelley Rd	0.99	5,961	from Columbia Falls Stage	to Hwy 206
7	Badrock Dr	0.75	4,489	from Middle Rd	to Hwy 206
8	Elk Park Rd	0.73	4,398	from Middle Rd	to Hwy 206
9	Sullivan Xrd	0.49	2,939	from Middle Rd	to Hwy 206
10	Middle Rd	1.49	8,920	from Fairview Xrd	to Hwy 35
11	Edgewood Dr	0.41	2,483	from E Evergreen	to Spring Creek Dr
12	Spring Creek Dr	0.42	2,540	from Hwy 2	to Solberg Dr
13	Mountain View Dr	0.79	4,739	from Spring Creek Dr	to E Reserve Dr
14	Solberg Dr	0.60	3,580	from Spring Creek Dr	to Helena Flats
15	Pheasant Dr	0.07	393	from Solberg Dr	to Plentywood Dr
16	Plentywood Dr	0.20	1,210	from Helena Flats	to west dead end
17	Pheasant Dr	0.32	1,932	from Solberg Dr	to Helena Flats
18	Parliament Dr	0.40	2,386	from Solberg Dr	to Harmony Rd
19	Harmony Rd	0.58	3,459	from E Evergreen	N to dead end
20	Maple Dr	0.63	3,790	from Mountain View Dr	to E Reserve Dr
21	Ash Rd	0.45	2,670	from Hwy 2	east to Mountain View Dr
22	Ash Rd	0.16	944	from E Reserve S	to Ash Rd intersection
23	East Evergreen Dr	1.01	6,043	from Helena Flats Rd	to Hwy 2
24	Cynthia Dr	0.16	949	from Helena Flats Rd	to Steven Rd
25	Steven Rd	0.07	391	from Cynthia Dr	to E Evergreen Dr
26	East Evergreen Dr	0.14	850	from Helena Flats Rd	to Steven Rd
27	Bernard Rd	0.34	2,048	from Hwy 35	to E Evergreen Dr
28	E Cottonwood Dr	0.44	2,631	from Hwy 35	to Hwy 2
29	Lower Valley Rd	3.90	23,400	from Alfalfa Dr	to end of asphalt
30	Demersville	1.48	8,864	from Lower Valley Rd	to Snowline Ln
31	Lower Valley Rd	2.01	12,085	from Manning Rd	to Hwy 82
32	Wagner Ln	1.37	8,215	from Lower Valley Rd	to end of asphalt
33	N Somers Rd	1.49	8,953	from Hwy 82	to Wiley Dike Rd
34	N Somers Rd	2.01	12,050	from Wiley Dike Rd	to Lower Valley Rd
35	Auction Rd	0.92	5,534	from Hwy 93	to end of asphalt
36	Kiwanis Ln	0.57	3,409	from Conrad Dr	to Holt Stage
37	Steel Bridge Rd	0.95	5,682	from Holt Stage	to end of asphalt
38	El Rancho Rd	0.70	4,222	from Steel Bridge Rd	to end of asphalt

Priority	Road Name	Miles	Est. LF of Cracks	Description	
				Start	End
39	Holt Stage	4.55	27,273	from Kiwanis Ln	to Hwy 35
40	Fairmont Rd	2.17	12,998	from Hwy 35	to Egan Rd
41	Montford Rd	1.65	9,924	from Hwy 35	to end of asphalt
42	Kings Way	0.75	4,503	from W Evergreen	to Kings Loop
43	Kings Way	0.17	1,001	from Kings Loop	to Kings Loop
44	Kings Loop	0.08	470	from Kings Way	to Cul-de-sac
45	Kings Loop	0.06	377	from Cul-de-sac	N to end of maintenance
46	Berne Rd	0.50	3,025	from Hwy 206	to Jensen Rd
47	Berne Rd	0.26	1,541	from Jensen Rd	to Mable St
48	Mable St	0.20	1,181	from Hwy 2	to Berne Rd
49	Berne Rd	0.20	1,185	from Mable St	to Columbia Mountain Rd
50	Berne Rd	1.03	6,155	from Columbia Mountain Rd	to end of asphalt
51	Monte Vista Dr	0.27	1,598	from Berne Rd	to Hwy 2
52	Kelley Rd	1.09	6,547	from Hwy 206	to end of asphalt
53	Eckelberry Dr	0.24	1,450	from Hwy 206	to end of asphalt
54	Elk Park Rd	1.21	7,273	from Hwy 206	to end of asphalt
55	Tavern Ln	0.48	2,856	from Hwy 206	to Mooring Rd
56	Blackmer Ln	2.49	14,968	from Hwy 206	to (Steel Mountain Rd (private))
57	Yeoman Hall Rd	2.30	13,791	from Hwy 206	to end of asphalt
58	Riverside Rd	6.71	40,289	from Hwy 35	to Hwy 35
59	Ranchetts Dr	0.25	1,500	from Riverside Rd	to Ranchetts Rd
60	Ranchetts Ln	0.25	1,499	from Riverside Rd	to Ranchetts Rd
61	Ranchetts Rd	0.18	1,102	from Ranchetts Ln	to Ranchetts Dr
62	Chapman Hill Rd	0.79	4,742	from Hwy 35	to Holt Dr
63	Pine Needle Ln	0.70	4,205	from Holt Dr	to end of asphalt
64	Hanging Rock Dr	0.95	5,705	from Hwy 35	to Holt Dr
65	Chapman Hill Rd	1.02	6,093	from Holt Dr	to Holt Dr
66	Van Sant Rd	1.00	5,974	from Blaine View Lane	to Lake Blaine Rd
67	Cayuse Ln	1.04	6,268	from Lake Blaine Rd	to Lake Blaine Dr
68	Lake Blaine Dr	1.31	7,886	from Lake Blaine Rd	to Cul-de-sac
69	Lake Blaine Rd	1.02	6,136	from Foothills Rd	to Hemler Creek Rd
70	Hemler Creek Rd	0.33	1,955	from Lake Blaine Rd	To Cul-de-sac
71	Creston Hatchery Rd	1.98	11,907	from Lake Blaine Rd	to Kauffman Ln
72	Creston Hatchery Rd	0.79	4,738	from Kauffman Ln	to Hwy 35
73	Beach Rd	0.20	1,216	from Holt Dr	to Private Gate
74	Coverdell Rd	0.85	5,114	from Hwy 35	to end of asphalt
TOTAL=		78.48	470,901		

END OF SECTION



## **DIVISION 01**

### **GENERAL REQUIREMENTS**

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**2024 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**

#### **1.02 CONTRACT DOCUMENTS**

##### **Delete 1.02.D and replace with the following:**

- 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.

##### **Add the following immediately after 1.05:**

#### **1.06 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 and Demolition
  - 2. Traffic Control
  - 3. Routing
  - 4. Blowing the Cracks
  - 5. Sealant
  - 6. Cover for Freshly Placed Sealant
  - 7. Clean-up
  - 8. Quality Control

9. Cleanup – Initial and Final

10. Utility Locates

#### 1.07 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.

#### 1.08 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.~~

#### 1.09 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 Contractor's 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 Contractor 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 temporary construction permit areas. 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 Contractor's construction operations at the Contractor's expense.

#### 1.12 STANDBY

- C. 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

- D. 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**

- E. ~~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) years 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**

- D. 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**

#### **Add the following immediately after 1.02:**

##### **1.03 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.

##### **1.04 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.

##### **1.05 RESERVED**

##### **1.06 RESERVED**

##### **1.07 RESERVED**

##### **1.08 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**

#### **1.01 ENGINEERING SURVEYS**

##### **Delete 1.01.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.

#### **1.02 STREET MONUMENTS AND PROPERTY CORNERS**

##### **Add the following immediately after 1.02.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 1.02:**

#### **1.03 RESERVED**

#### **1.04 RESERVED**

#### **1.05 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 Owner 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 Owner will monitor the construction of work to determine if the work is being performed in accordance with the contract requirements. The Owner 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 Owner 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 Owner, 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.

1.06 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 and Grout Air Tests, Concrete and Grout Slump Tests, Concrete and Grout 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 Owner 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 Owner at least one week's advance notice. The Contractor shall notify the Owner 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 Owner.

1.07 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;
- Cleaning of cracks;
- Placement of backer rod if required;
- Placement of crack seal material;
- Cover material for freshly placed 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, sealed, and approved.

**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**

#### **1.02 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**

##### **Delete 1.02.B and replace with the following:**

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

##### **Add the following immediately after 1.02.E:**

- F. Shop drawings and submittals shall be submitted for the following:
  - 1. Schedule
  - 2. Subcontractor List
  - 3. Traffic Control Plan (To Owner and MDT)
  - 4. Crack Sealant

**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**

**Add the following immediately after 1.02:**

**1.03 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.

**1.04 RESERVED**

**1.05 RESERVED**

**1.06 RESERVED**

**1.07 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 3.02:**

3.03     RESERVED

### **PART 4 - MEASUREMENT AND PAYMENT**

**Delete Section 4.01 and replace with the following:**

4.01     PAYMENT FOR TESTING

A.    Incidental - See Section 01150 – MEASUREMENT AND PAYMENT

**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**

#### **1.01 RESERVED**

**Add the following immediately after 1.01.C:**

#### **1.12 RESERVED**

**Add the following immediately after 1.03.A:**

**Add the following immediately after 1.05:**

#### **1.06 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.~~

#### **1.07 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.

#### **1.08 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.

#### **1.09 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 RESERVED
- 1.11 RESERVED
- 1.12 RESERVED
- 1.13 RESERVED
- 1.14 RESERVED
- 1.15 RESERVED

**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

#### 1.02 REQUIREMENTS

##### Add the following immediately after 1.02.A:

##### B. Construction Traffic Control.

1. ~~Traffic Control Plans are included within the Construction Drawings. The traffic control devices shown on these drawings are the minimum to be installed and maintained throughout the duration of the project.~~ The Contractor shall prepare detailed traffic control plans and provide it to the County and Engineer for review. Some plans may require Montana Department of Transportation (MDT) review and approval. Additional traffic control devices may be necessary to 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, in addition to those shown on this sheet, 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.
- C. 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 Engineer 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 Owner's direction.
- D. The Contractor's "Traffic Control Manager" shall perform regular inspections of the project traffic control. ~~Inspections shall be completed, at a minimum, in the morning and evening of each day of the project construction. Morning inspections shall be completed prior to construction activities commencing, any noted deficiencies, or noted corrections are required to be made prior to construction commencing for the day.~~ The "Traffic Control Manager" shall

~~be required to maintain the inspection schedule throughout the construction schedule including days when the Engineer and/or the Contractor are not performing construction activities.~~

- E. 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.

### 1.03 NOTIFICATIONS

**Delete parts B and C, and replace with the following:**

- B. Notices. It will be the responsibility of the Contractor to notify the following individuals for the following items:
1. Owner and emergency services of any temporary street closures or traffic control activities
  2. 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.

- C. ~~Provide a Public Service Announcement (PSA) containing a brief description of Work, the intended time period of activities, and any effects on traffic to local newspapers, radio stations, TV stations and adjacent landowners between 48 and 72 hours prior to beginning Work or implementing traffic control changes that will alter traffic movements. Below are the phone numbers for those media agencies.~~

KALS	752-5257	Daily Interlake	755-7000	KOFI	755-6690
KCFW	755-5239	Whitefish Pilot	862-3505	KAJ-18	756-5888
KJJR/KDBR	755-8700	KEGZ	752-2600		

~~A draft of the PSA shall be submitted to the Owner and Engineer for review and approval, 24 hours prior to sending to media agencies.~~

## PART 3 - EXECUTION

### 3.02 NONCOMPLIANCE

**Delete parts D & E and replace with the following:**

- D. The Owner may direct the correction of construction traffic control deficiencies immediately. Failure to immediately correct the deficiency is cause for the Owner 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.

### 3.03 FLAGGING

**Add the following immediately after 3.03.A:**

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

**PART 4 - MEASUREMENT AND PAYMENT**

**Delete Section 4.01 and replace with the following:**

**4.01 MEASUREMENT AND PAYMENT**

- A. Incidental - See Section 01150

**END OF SECTION**



## **SECTION 01650 ACCEPTANCE OF WORK**

### **PART 1 - CONFORMITY WITH CONTRACT REQUIREMENTS**

- 1.1 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.
- 1.2 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.
- 1.3 Incorporate manufactured materials into the work according to the manufacturer's recommendations or to these specifications, whichever is stricter.
- 1.4 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.
- 1.5 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.
- 1.6 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.
- 1.7 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.
- 1.8 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.
- 1.9 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.
- 1.10 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.

### **PART 2 - VISUAL INSPECTION**

- 2.1 Acceptance is based on visual inspection of the work for compliance with the contract and prevailing industry standards.

### **PART 3 - CERTIFICATION**

- 3.1 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.
- 3.2 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.
- 3.3 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.
- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 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.
- 3.8 RESERVED



3.9 RESERVED

- 3.10 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.
- 3.11 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.
- 3.12 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.
- 3.13 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.
- 3.14 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 01650**



## **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 1.04:**

##### **1.05 SUBSTANTIAL COMPLETION**

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

##### **1.06 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. Summary of roads and length of sealed cracks
- 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.

##### **1.07 RELEASE OF LIENS OR CLAIMS**

- C. 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:**

##### **2.01 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:**

##### **3.01 RESERVED**

##### **3.02 FINAL INSPECTION**

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

required to remedy defects and complete the work to the satisfaction of the Owner.

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

## **DIVISION 02-16**

### **TECHNICAL SPECIFICATIONS**

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### **2024 CRACK SEAL PROJECT**



## SECTION 02501 – CRACK PREPARATION AND SEALING

### PART 1 - DESCRIPTION

#### 1.01 GENERAL

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

#### 1.02 CRACK PREPARATION AND SEALING

- A. 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.
- B. 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.

#### 1.03 REFERENCES

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

### PART 2 - MATERIALS

#### 2.01 SEALANT

- A. All cracks shall be filled with a pavement crack and joint sealant meeting the requirements of ASTM D 6690, Type IV.
- B. The joint sealant shall be "MACSEAL 6690-4 MOD", or an approved equal to produce the desired finished product and meet the above requirements.
- C. 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.

### **PART 3 - CONSTRUCTION METHODS**

3.01 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.

#### **3.02 ACCEPTANCE PROCEDURES**

- A. 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.
- B. 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.

### **PART 4 - MEASUREMENT AND PAYMENT**

#### **4.01 MEASUREMENT AND PAYMENT**

- C. See Section 01150 – MEASUREMENT AND PAYMENT

END OF SECTION 02501



## **APPENDIX A**

### **WAGE RATES**

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#### **2024 CRACK SEAL PROJECT**



**MONTANA**  
**PREVAILING WAGE RATES FOR HIGHWAY CONSTRUCTION SERVICES 2024**

**Effective: January 13, 2024**

*Greg Gianforte, Governor*  
*State of Montana*

*Sarah Swanson, 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](http://erd.dli.mt.gov/labor-standards) or contact:

Employment Relations Division  
Montana Department of Labor and Industry  
P. O. Box 8011  
Helena, MT 59620-1503  
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](http://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](http://erd.dli.mt.gov/labor-standards) or contact the department at (406) 444-6543.

SARAH SWANSON  
Commissioner  
Department of Labor and Industry  
State of Montana

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## **A. Date of Publication Effective January 13, 2024**

## **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](http://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(22), 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](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
\$33.11	\$17.39

<b>Travel:</b> <b>Travel:</b> <b>All Districts</b> 0-70 mi. free zone >70-90 mi. \$60.00/day >90 mi. \$80.00/day
---

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## CARPENTERS

Wage	Benefit
\$34.50	\$14.07

<b>Zone Pay:</b> 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
\$33.41	\$16.51

### Duties Include:

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

<b>Zone Pay:</b> 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 1

Wage	Benefit
\$31.65	\$12.37

### 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.

<b>Zone Pay:</b> No zone pay established.
--

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## CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

Wage	Benefit
\$33.68	\$12.37

**Zone Pay:**  
No zone pay established.

**This group includes but is not limited to:**

Air Doctor; Backhoe\Excavator\Shovel, up to and incl. 3 cu. yds; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, Large; Broom, Self-Propelled; Concrete Travel Batchers; Concrete Float & Spreader; Concrete Bucket Discharger; 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

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## CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

Wage	Benefit
\$34.79	\$12.37

**Zone Pay:**  
No zone pay established.

**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 Haul Truck, Articulating Trucks, Vac Truck.

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## CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

Wage	Benefit
\$35.73	\$12.37

**Zone Pay:**  
No zone pay established.

**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.

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## CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

Wage	Benefit
\$37.07	\$12.37

**Zone Pay:**  
No zone pay established.

**This group includes but is not limited to:**

Cranes, 45 tons up to and incl. 74 tons.

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## CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

Wage	Benefit
\$38.26	\$12.37

**Zone Pay:**  
No zone pay established.

**This group includes but is not limited to:**

Cranes, 75 tons up to and incl. 149 tons; Cranes, Whirley (All).

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## CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

Wage	Benefit
\$40.86	\$12.37

**Zone Pay:**  
No zone pay established.

**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.

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## CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

**Wage**  
\$26.90

**Benefit**  
\$12.80

**Zone Pay:**  
No zone pay established.

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## CONSTRUCTION LABORERS GROUP 2

**Wage**  
\$26.97

**Benefit**  
\$11.82

**Zone Pay:**  
No zone pay established.

**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.

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## CONSTRUCTION LABORERS GROUP 3

**Wage**  
\$30.19

**Benefit**  
\$11.82

**Zone Pay:**  
No zone pay established.

**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.

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## CONSTRUCTION LABORERS GROUP 4

Wage	Benefit
\$31.18	\$11.82

**Zone Pay:**  
No zone pay established.

**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.

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## DIVERS

	Wage	Benefit
Stand-By	\$48.51	\$16.05
Diving	\$97.52	\$16.05

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

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.

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## DIVER TENDERS

Wage	Benefit
\$47.55	\$16.05

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

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.

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## ELECTRICIANS

<b>Wage</b>	<b>Benefit</b>
\$38.86	\$17.75

### Travel:

No mileage due when traveling in employer's vehicle.

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

- 0-18 mi. free zone
- >18-60 mi. federal mileage rate/mi.

### Per Diem

#### District 4

>60 mi. \$80.00/day

Per Diem in Big Sky and West Yellowstone \$125/day.

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## IRONWORKERS – REINFORCING IRON AND REBAR WORKERS

<b>Wage</b>	<b>Benefit</b>
\$33.95	\$24.50

### Duties Include:

Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

### Travel:

#### All Districts

- 0-45 mi. free zone
- >45-85 mi. \$100.00/day
- >85 mi. \$150.00/day

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## IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS

<b>Wage</b>	<b>Benefit</b>
\$33.95	\$24.50

### Duties Include:

Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

### Travel:

#### All Districts

- 0-45 mi. free zone
- >45-85 mi. \$100.00/day
- >85 mi. \$150.00/day

## LINE CONSTRUCTION – EQUIPMENT OPERATORS

<b>Wage</b>	<b>Benefit</b>
\$38.56	\$17.93

### Duties Include:

All work on substations

### Travel:

No Free Zone  
\$60.00/day

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## LINE CONSTRUCTION – GROUNDMAN

<b>Wage</b>	<b>Benefit</b>
\$30.11	\$17.44

**Travel:**  
No Free Zone  
\$60.00/day

**Duties Include:**

All work on substations

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## LINE CONSTRUCTION – LINEMAN

<b>Wage</b>	<b>Benefit</b>
\$50.35	\$19.54

**Travel:**  
No Free Zone  
\$60.00/day

**Duties Include:**

All work on substations

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## MILLWRIGHTS

<b>Wage</b>	<b>Benefit</b>
\$40.49	\$18.84

**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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## PAINTERS

<b>Wage</b>	<b>Benefit</b>
\$36.00	\$12.84

**Zone Pay:**  
No zone pay established.

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## PILE BUCKS

<b>Wage</b>	<b>Benefit</b>
\$34.50	\$14.07

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

**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.

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## TRUCK DRIVERS

	Wage	Benefit
Pilot Car Driver	\$28.21	\$12.57
Truck Driver	\$30.78	\$9.36

**Zone Pay:**  
No zone pay established.

**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.

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## **APPENDIX B**

### **MISCELLANEOUS FORMS**

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### **2024 CRACK SEAL PROJECT**



## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: Address <i>(principal place of business)</i> :	<b>Bid</b> Project <i>(name and location)</i> :   Bid Due Date:
<b>Bond</b> 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	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>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.</i>	

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.

## NOTICE OF AWARD

Date of Issuance: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner's Project No.: \_\_\_\_\_

Engineer: \_\_\_\_\_

Engineer's Project No.: \_\_\_\_\_

Project: \_\_\_\_\_

Contract Name: \_\_\_\_\_

Bidder: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_

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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## 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
		<b>TOTAL:</b>	

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

## PERFORMANCE BOND

<b>Contractor</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: Mailing address <i>(principal place of business)</i> :	<b>Contract</b> Description <i>(name and location)</i> :  Contract Price: Effective Date of Contract:
<b>Bond</b> Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> 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
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____	By: _____
<i>(Signature)</i>	<i>(Signature)(Attach Power of Attorney)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____	Attest: _____
<i>(Signature)</i>	<i>(Signature)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
<i>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.</i>	

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:



- 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

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:

## PAYMENT BOND

<b>Contractor</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: Mailing address <i>(principal place of business)</i> :	<b>Contract</b> Description <i>(name and location)</i> :  Contract Price: Effective Date of Contract:
<b>Bond</b> Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> 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
<i>(Full formal name of Contractor)</i> <hr/>	<i>(Full formal name of Surety) (corporate seal)</i> <hr/>
By: <hr/> <div style="text-align: center;"><i>(Signature)</i></div>	By: <hr/> <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>
Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: <hr/>	Title: <hr/>
Attest: <hr/> <div style="text-align: center;"><i>(Signature)</i></div>	Attest: <hr/> <div style="text-align: center;"><i>(Signature)</i></div>
Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: <hr/>	Title: <hr/>
<i>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.</i>	

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.

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;

- 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:

## NOTICE TO PROCEED

Owner: \_\_\_\_\_

Owner's Project No.: \_\_\_\_\_

Engineer: \_\_\_\_\_

Engineer's Project No.: \_\_\_\_\_

Contractor: \_\_\_\_\_

Contractor's Project No.: \_\_\_\_\_

Project: \_\_\_\_\_

Contract Name: \_\_\_\_\_

Effective Date of Contract: \_\_\_\_\_

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

**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:**

[illegible]

**Attachments:**

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**Issued by Engineer**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date:



**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:

\_\_\_\_\_

\_\_\_\_\_

EJCDC® C-940, Work Change Directive.

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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: \_\_\_\_\_

<b>Change in Contract Price</b>		<b>Change in Contract Times</b> [State Contract Times as either a specific date or a number of days]	
Original Contract Price: \$		Original Contract Times:	
		Substantial Completion:	
[Increase] [Decrease] from previously approved Change Orders No. 1 to No.:		Ready for final payment:	
[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:	
[Increase] [Decrease] this Change Order:		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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**APPLICATION AND CERTIFICATE FOR PAYMENT**

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Application No. \_\_\_\_\_

Page 1 of 2

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: \_\_\_\_\_



## AFFIDAVIT ON BEHALF OF CONTRACTOR

**STATE OF:** \_\_\_\_\_ )  
**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:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF MONTANA

**BY:** \_\_\_\_\_  
SIGNATURE DATE  
\_\_\_\_\_  
PRINT OR TYPE NAME TITLE

\_\_\_\_\_  
RESIDING AT

\_\_\_\_\_  
MY COMMISSION EXPIRES



---

## 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

## 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:



\_\_\_\_\_  
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).



## CERTIFICATE OF SUBSTANTIAL COMPLETION

**TO (Owner):** \_\_\_\_\_ **SUBSTANTIAL COMPLETION DATE:** \_\_\_\_\_

**PROJECT:** \_\_\_\_\_ **CONTRACT DATE:** \_\_\_\_\_

**PROJECT NO:** \_\_\_\_\_ **INSPECTION DATE:** \_\_\_\_\_

**PROJECT OR PART SHALL INCLUDE:** \_\_\_\_\_ **ENGINEER:** \_\_\_\_\_

\_\_\_\_\_ **PERFORMANCE BOND NO:** \_\_\_\_\_

\_\_\_\_\_ **DATE OF BOND:** \_\_\_\_\_

\_\_\_\_\_ **SURETY:** \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_ **MONTANA AGENT:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PHONE NO:** \_\_\_\_\_ **PHONE NO:** \_\_\_\_\_

The Work performed under this Contract has been inspected by authorized representatives of the Owner, Contractor, and Engineer, and the Project (or specified part of the Project, as indicated above) is hereby declared to be substantially completed on the above date.

### DEFINITION OF SUBSTANTIAL COMPLETION

The date of substantial completion of a project or specified area of a project is the date when the construction is sufficiently completed, in accordance with the contract documents, as modified by any change orders agreed to by the parties, so the Owner can occupy or utilize the project or specified area of the project for the use for which it was intended.

A tentative list of items to be completed is appended hereto. This list may not be exhaustive, and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents.

**ENGINEER:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
SIGNATURE DATE

The Contractor accepts the above Certificate of Substantial Completion and agrees to complete and correct the items on the tentative list within the time indicated.

**CONTRACTOR:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
SIGNATURE DATE

The Owner accepts the Project or specified area of the Project as substantially complete and will assume full possession of the project or specified area at \_\_\_\_\_ (time), on \_\_\_\_\_ (date). The responsibility for heat, utilities, security, and insurance under the Contract Documents shall be as set forth under "Remarks" below.

**OWNER:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
SIGNATURE DATE

**REMARKS:** (include additional information if necessary)





## **APPENDIX C**

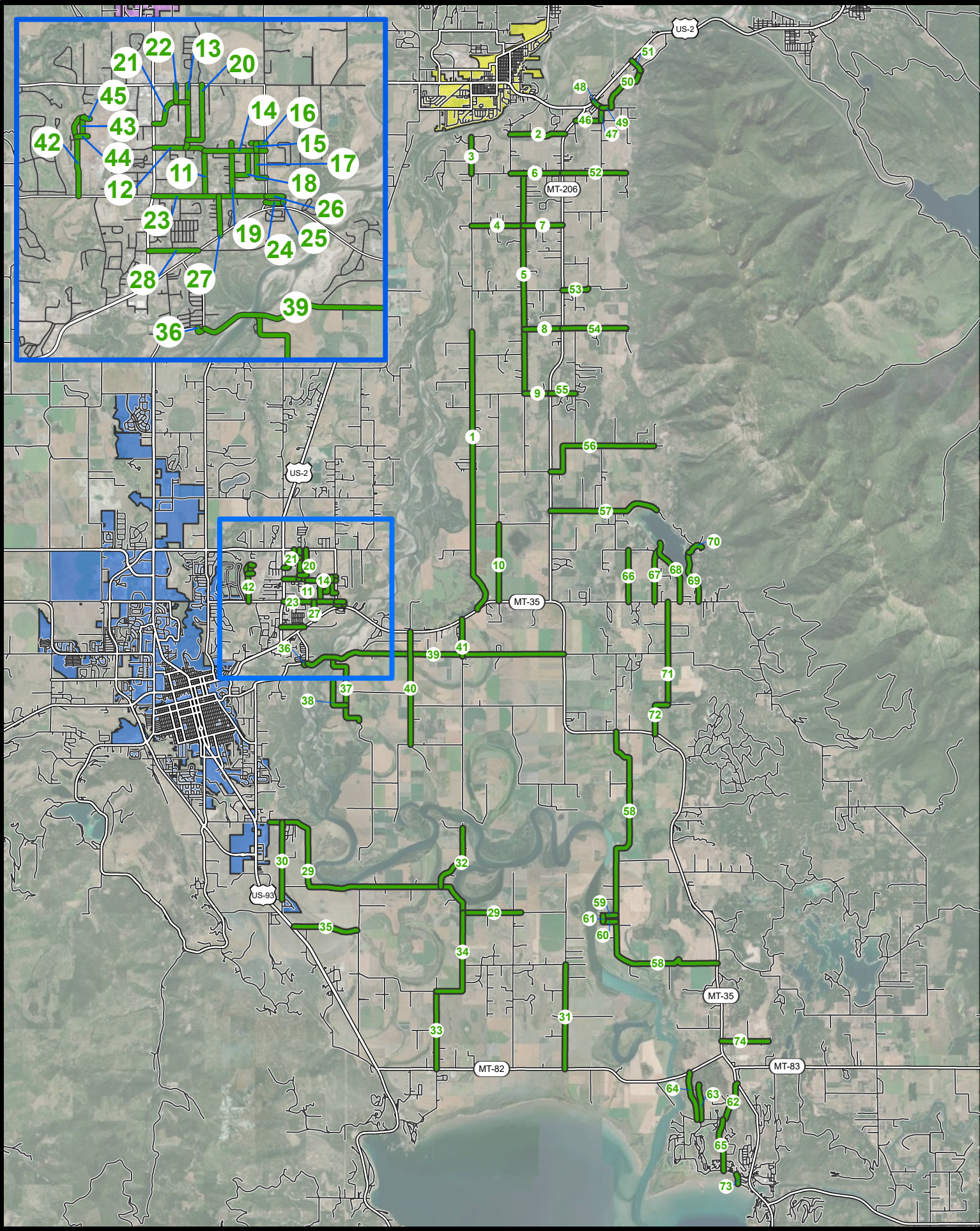
### **ROAD MAP**

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### **2024 CRACK SEAL PROJECT**







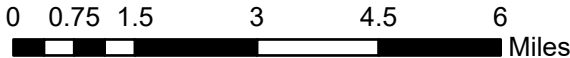
# 2024 Flathead County Crack Seal Project

## Legend

- FC Crack Seal Roads
- Major Roads
- Other Roads

## City Limits

- Columbia Falls
- Kalispell
- Whitefish



Map Created By:  
**Robert Peccia and Associates**  
www.rpa-hln.com



Priority	Name	Begin	End
1	Columbia Falls Stage	Complete from 2023	Highway 35
2	Rogers Road	Columbia Falls Stage	Highway 206
3	Hellman Lane	Columbia Falls Stage	N. of River Butte Drive
4	Badrock Drive	Columbia Falls Stage	Middle Roadd
5	Middle Road	Sullivan Crossroad	Kelly Road
6	Kelley Road	Columbia Falls Stage	Highway 206
7	Badrock Drive	Middle Road	Highway 206
8	Elk Park Road	Middle Road	Highway 206
9	Sullivan Crossroad	Middle Road	Highway 206
10	Middle Road	Fairview Crossroad	Highway 35
11	Edgewood Drive	E. Evergreen Drive	Spring Creek Drive
12	Spring Creek Drive	Highway 2	Solberg Drive
13	Mountain View Drive	Spring Creek Drive	E. Reserve Drive
14	Solberg Drive	Spring Creek Drive	Helena Flats Road
15	Pheasant Drive	Solberg Drive	Plenywood Drive
16	Plentywood Drive	Helena Flats Road	West Dead End
17	Pheasant Drive	Helena Flats Road	Solberg Drive
18	Parliament Drive	Solberg Drive	Harmony Road
19	Harmony Road	E. Evergreen Drive	North Dead End
20	Maple Drive	Mountain View Drive	E. Reserve Drive
21	Ash Road	Highway 2	Mountain View Drive
22	Ash Road	E. Reserve Drive	Ash Road Intersection
23	E. Evergreen Drive	Helena Flats Road	Highway 2
24	Cynthia Drive	Helena Flats Road	Steven Road
25	Steven Road	Cynthia Drive	E. Evergreen Drive
26	E. Evergreen Drive	Helena Flats Road	Steven Road
27	Bernard Road	Highway 35	E. Evergreen Drive
28	E. Cottonwood Drive	Highway 35	Highway 2
29	Lower Valley Road	Alfalfa Drive	End of asphalt
30	Demersville Road	Lower Valley Road	Snowline Lane
31	Lower Valley Road	Manning Road	Highway 82
32	Wagner Lane	Lower Valley Road	End of asphalt
33	N. Sommers Road	Highway 82	Wiley Dike Road
34	N. Sommers Road	Wiley Dike Road	Lower Valley Road
35	Auction Road	Highway 93	End of asphalt
36	Kiwanis Lane	Conrad Drive	Holt Stage Road
37	Steel Bridge Road	Holt Stage Road	End of asphalt
38	El Rancho Road	Steel Bridge Road	End of asphalt
39	Holt Stage Road	Kiwanis Lane	Highway 35
40	Fairmont Road	Highway 35	Egan Road

Priority	Name	Begin	End
41	Montford Road	Highway 35	End of asphalt
42	Kings Way	W. Evergreen Drive	Kings Loop
43	Kings Way	Kings Loop	Kings Loop
44	Kings Loop	Kings Way	E. to cul-de-sac
45	Kings Loop	Cul-de-sac	N. to end of maintenance
46	Berne Road	Highway 206	Jensen Road
47	Berne Road	Jensen Road	Mable Street
48	Mable Street	Highway 2	Berne Road
49	Berne Road	Mable Street	Columbia Mountain Road
50	Berne Road	Columbia Mountain Road	End of asphalt
51	Monte Vist Drive	Berne Road	Highway 2
52	Kelley Road	Highway 206	End of asphalt
53	Eckelberry Drive	highway 206	End of asphalt
54	Elk Park Road	Highway 206	End of asphalt
55	Tavern Lane	Highway 206	Mooring Road
56	Blackmer Lane	Highway 206	Steel Mountain Road
57	Yeoman Hall Road	Highway 206	End of asphalt
58	Riverside Road	Highway 35	Highway 35
59	Ranchetts Drive	Riverside Road	Ranchetts Road
60	Ranchetts Lane	Riverside Road	Ranchetts Road
61	Ranchetts Road	Ranchetts Lane	Ranchetts Drive
62	Chapman Hill Road	Highway 35	Holt Drive
63	Pine Needle Lane	Holt Lane	End of asphalt
64	Hanging Rock Drive	Highway 35	Holt Drive
65	Chapman Hill Drive	Holt Drive	Holt Drive
66	Van Sant Road	Blaine View Lane	Lake Blaine Road
67	Cayuse Lane	Lake Blaine Road	Lake Blaine Drive
68	Lake Blaine Drive	Lake Blaine Road	Cul-de-sac
69	Lake Blaine Road	Foothills Road	Hemler Creek Road
70	Hemler Creek Road	Lake Blaine Road	Cul-de-sac
71	Creston Hatchery Road	Lake Blaine Road	Kauffman Lane
72	Creston Hatchery	Kauffman Lane	Highway 35
73	Beach Road	Holt Drive	Private gate
74	Coverdell Road	Highway 35	End of asphalt