

HELENA

PO Box 4817 ▪ 2501 Belt View Drive
Helena, MT 59604
406.449.8627 ▪ Fax 406.449.8631

www.greatwesteng.com



November 1, 2019

Karen Bucklin Sanchez, PE
USDA – Rural Development, Montana State Office
2229 Boot Hill Court
Bozeman, MT 59715

**RE: Seeley Lake Sewer District – Wastewater System Improvements
Phase 1 Collection System Preliminary Bid Documents – RD Review**

Dear Ms. Sanchez:

We are writing in response to your letter dated April 19, 2019 regarding the above-mentioned project. Below, you will find each of your comments followed by our response in italics.

Standard Contract Documents. RUS Bulletin 1780-26 Nov 7, 2017 Edition:

1. Provide updated Engineer's Estimate of Probable Cost by Bid Item, please.

Please see the attached updated Engineer's Estimate of Probable Cost.

2. Provide a signed Engineer's Certification of Final Plans and Specifications for project file. (RUS Bulletin 1780-26 Exhibit J.)

Signed Engineer's Certification of Final Plans and Specifications attached with this document.

3. Section 00200 Replace Article 11.01 with the required Rural Development Article 11.01. See: RUS Bulletin 1780-26 Nov 7, 2017 edition)

Section 00200, Article 11.01 has been replaced with the required Rural Development Article 11.01.

4. Suggestion: Section 00400 Bid Form Article 7.01. Why not require Items B., D. or G.?

These items will be required to be submitted within 7 days of the bid. However, they are not as critical for the collection system project and will be required before an award is recommended. In our experience, the more items required for during bid day, there is a greater chance for Contractor's to be considered non-responsive.

BILLINGS

6780 Trade Center Ave.
Billings, MT 59101
406.652.5000
Fax 406.248.1363

BOISE

3050 N. Lakeharbor Ln.
Suite 201
Boise, ID 83703
208.576.6646

GREAT FALLS

702 2nd Street South #2
Great Falls, MT 59405
406.952.1109

SPOKANE

9221 N. Division St.,
Suite F
Spokane, WA 99218
509.413.1430

5. Section 00800. Article 15.01.B.3 Delete second one. (First one is RD-required SC.)

Section 00800, Article 15.01.B.3 (second one) has been deleted.

6. Section 00900. Exhibit A. Project Sign. Use RD project sign and add other funders, or incorporate the USDA logo, EEO statement, and list President and Sec'y of Ag. into the SRF project sign.

Please see the new project sign inserted into the project documents.

7. Section 00910. Article SP-26. Unscheduled Employment of Engineer. Verify the rates listed are identical to those in the Seeley Lake Great West Engineering Services Agreement Exhibit C.

All rates match the Seeley Lake Great West Engineering Services Agreement, Exhibit C.

8. Include Environmental Mitigation noted in the Rural Development September 11, 2017 Letter of Conditions (LoC): "Follow guidelines in the Biological Assessment for construction activities to prevent interaction with Grizzly Bears." And; " Insure groundwater discharge does not elevate the temperatures in Morrell Creek and that water quality in Morrell Creek is not degraded."

These statements have been added to Specification Section 00910.

9. On sewer service connections: Will there be "stub outs" (sewer service connection at main") for all vacant properties? I.e., will each property have at least one connection or a stub out?

Yes. Please see Specification Section 00910, SP-39 for this requirement.

10. Add missing sections (Section 16 Electrical, Appendices A Geotechnical and B Permits). Provide a signed Engineer's Certification of Final Plans and Specifications for project file. (RUS Bulletin 1780-26 Exhibit J.)

These Sections will be added to the project documents. A copy of the signed Engineer's Certification of Final Plans and Specifications attached with this document.

Please contact me at 406-495-6160 or adeitchler@greatwesteng.com if you have any questions or need additional information.

Sincerely,

Great West Engineering, Inc.



Amy Deitchler, PE
Project Manager

cc: Felicity Derry, Seeley Lake Sewer District
Jean Curtis, Seeley Lake Sewer District
Lyle Coney, RD Program Specialist

**OPINION OF PROBABLE COST
SEELEY LAKE SEWER DISTRICT
COLLECTION SYSTEM PHASE 1
November 6, 2019**

#	BID ITEM	QTY	UNITS	UNIT PRICE	TOTAL
1	Exploratory Excavation	100	HR	\$ 300.00	\$ 30,000.00
2	Clearing and Grubbing Forcemain Route	3	AC	\$ 5,500.00	\$ 16,500.00
3	Imported Backfill	1,600	CY	\$ 15.00	\$ 24,000.00
4	8" SDR 35 Sewer Main	12,000	LF	\$ 60.00	\$ 720,000.00
5	8" Sewer Forcemain	7,500	LF	\$ 55.00	\$ 412,500.00
6	8" Sewer Forcemain Fittings	50	EA	\$ 1,000.00	\$ 50,000.00
7	2" Low Pressure Forcemain	1,350	LF	\$ 30.00	\$ 40,500.00
8	2" Forcemain Fittings	3	EA	\$ 500.00	\$ 1,500.00
9	HDD Morrell Creek	350	LF	\$ 250.00	\$ 87,500.00
10	4" Gravity Service Connection to Existing	121	EA	\$ 500.00	\$ 60,500.00
11	4" Gravity Service Line	13,600	LF	\$ 42.00	\$ 571,200.00
12	4" Gravity Sewer Service Cleanout	240	EA	\$ 520.00	\$ 124,800.00
13	4" Gravity Sewer Service Connection at Main	117	EA	\$ 270.00	\$ 31,590.00
14	Grinder Pump Service Connection to Existing	29	EA	\$ 500.00	\$ 14,500.00
15	Grinder Pump Service Unit	29	EA	\$ 8,500.00	\$ 246,500.00
16	1.5" Pressure Sewer Service Connection at Grinder Pump	29	EA	\$ 500.00	\$ 14,500.00
17	Pressure Line Cleanout	97	EA	\$ 1,000.00	\$ 97,000.00
18	1.5" Pressure Sewer Service Line	5,500	EA	\$ 25.00	\$ 137,500.00
19	1.5" Pressure Sewer Service Connection at Main	27	EA	\$ 265.00	\$ 7,155.00
20	Stub Out to Vacant Lot	31	EA	\$ 1,500.00	\$ 46,500.00
21	Standard Manholes	47	EA	\$ 4,300.00	\$ 202,100.00
22	Abandon Existing Septic Tank	152	EA	\$ 1,500.00	\$ 228,000.00
23	1.5" Curb Stop/Check Valve	29	EA	\$ 300.00	\$ 8,700.00
24	Air Release Vault	2	EA	\$ 10,000.00	\$ 20,000.00
25	Type 2 Bedding	400	CY	\$ 30.00	\$ 12,000.00
26	Highway Restoration	1,700	LF	\$ 60.00	\$ 102,000.00
27	Concrete Removal and Replacement	100	LF	\$ 45.00	\$ 4,500.00
28	Type A Surface Restoration (Asphalt)	2,100	LF	\$ 65.00	\$ 136,500.00
29	Type B Surface Restoration (Aggregate)	9,500	LF	\$ 34.00	\$ 323,000.00
30	Type C Surface Restoration (Lawn)	9,150	LF	\$ 15.00	\$ 137,250.00
31	Packaged Submersible Lift Station	2	EA	\$ 250,000.00	\$ 500,000.00
32	Fencing	100	LF	\$ 50.00	\$ 5,000.00
33	Electrical	20%	LS	\$ 746,500.00	\$ 149,300.00
34	Backup Generator	2	EA	\$ 75,000.00	\$ 150,000.00
35	Pigging Vault	1	EA	\$ 20,000.00	\$ 20,000.00
Direct Construction Subtotal					\$ 4,730,000
36	Mobilization	10%	LS		\$ 473,000
37	Traffic Control	2%	LS		\$ 94,600
38	Contingency	10%			\$ 473,000
Construction Subtotal					\$ 5,771,000
Right-of-Way & Permits To Be Obtained By Missoula County					
Bidding Engineering Services					\$ 50,100.00
Construction Engineering Services					\$ 725,500.00
Post Construction Engineering Services					\$ 8,800.00
Legal & Administrative 2%					\$ 115,000
TOTAL					\$ 6,670,400

¹ Estimated unit costs are based upon estimates from suppliers and bid tabs for similar projects throughout Montana

ENGINEER'S CERTIFICATION OF FINAL PLANS AND SPECIFICATIONS

PROJECT NAME: Seeley Lake Sewer District - Phase 1 Collection System

The final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, comply with all requirements of the U.S. Department of Agriculture, Rural Utilities Service, to the best of my knowledge and professional judgment.

If the Engineers Joint Contract Documents Committee (EJCDC) documents have been used, all modifications required by RUS Bulletin 1780-26 have been made in accordance with the terms of the license agreement, which states in part that the Engineer "must plainly show all changes to the Standard EJCDC Text, using 'Track Changes' (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions." Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).



Engineer

November 1, 2019

Date

Amy Deitchler, PE Project Manager

Name and Title

SECTION 00200

INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

	Page
ARTICLE 1 – Defined Terms.....	1
ARTICLE 2 – Copies of Bidding Documents	1
ARTICLE 3 – Qualifications of Bidders.....	1
ARTICLE 4 – Site and Other Areas; Existing Site Conditions; Examination of Site; Owner’s Safety Program; Other Work at the Site.....	1
ARTICLE 5 – Bidder’s Representations.....	3
ARTICLE 6 – Pre-Bid Conference	4
ARTICLE 7 – Interpretations and Addenda.....	4
ARTICLE 8 – Bid Security	5
ARTICLE 9 – Contract Times	5
ARTICLE 10 – Liquidated Damages.....	5
ARTICLE 11 – Substitute and “Or-Equal” Items.....	5
ARTICLE 12 – Subcontractors, Suppliers, and Others	6
ARTICLE 13 – Preparation of Bid	6
ARTICLE 14 – Basis of Bid	7
ARTICLE 15 – Submittal of Bid.....	8
ARTICLE 16 – Modification and Withdrawal of Bid.....	8
ARTICLE 17 – Opening of Bids.....	9
ARTICLE 18 – Bids to Remain Subject to Acceptance	9
ARTICLE 19 – Evaluation of Bids and Award of Contract	9
ARTICLE 20 – Bonds and Insurance.....	9
ARTICLE 21 – Signing of Agreement.....	10
ARTICLE 22 – State Laws and Regulations	10
ARTICLE 23 – FEDERAL REQUIREMENT	10
ARTICLE 24 – DEBARMENT CERTIFICATION	Error! Bookmark not defined.
ARTICLE 25 – Wage Requirements.....	10
ARTICLE 26 – Disadvantaged Business Enterprise (DBE) Requirements.....	11
ARTICLE 27 – Debarment Certification	11
ARTICLE 28 – Equal Employment Opportunity	11

ARTICLE 29 – Compliance with Wage Rate Requirements 11
ARTICLE 30 – American Iron and Steel (AIS) Requirements..... 12
ARTICLE 31 – Notice of Extended Payment Provision 12

ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within seven (7) days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

A. Evidence of Bidder's authority to do business in the state where the Project is located.

B. Bidder's state or other contractor license number, if applicable.

C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 Existing Site Conditions

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
1. The Supplementary Conditions and/or Special Provisions identify:
 - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions and/or Special Provisions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 3. If the Supplementary Conditions and/or Special Provisions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 Site Visit and Testing by Bidders

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and

submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill and compact all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions and the Special Provisions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work including but not limited to those general and local conditions affecting transportation, disposal, handling and storage facilities, availability of labor, utilities, roads, climatic conditions and seasons, physical conditions at the Site and project area a whole, Site topography and ground conditions, equipment and facilities needed prior to and during execution of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions and/or Special Provisions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions and/or Special Provisions, especially with respect to Technical Data in such reports and drawings;

- E. consider 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

6.01 A pre-Bid conference will be held at the time and location stated in the ~~invitation or advertisement to bid~~ Invitation to Bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing and must be received by no later than [redacted] local time on [redacted]. Questions received after this date will not be answered. Oral questions will only be accepted at the Pre-Bid conference. Written comments may be submitted to Amy Deitchler of Great West Engineering by mail at: P.O. Box 4817, Helena, MT 59604 or email at: adeitchler@greatwesteng.com. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.
- 7.03 Any addenda issued during the time of bidding must be covered in the Bid and included in the Contract Price in the Agreement. Receipt of each addendum must be acknowledged in the Bid. Any Bid in which all issued addenda are not acknowledged may be considered incomplete.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of ten percent (10%) of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety authorized to do business in Montana meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 The Contract for the Work, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids in the case of a proposed substitute and 5 days prior in the case of a proposed "or-equal." Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of

approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner. Substitutes and “or-equal” materials and equipment may be proposed by Contractor in accordance with Paragraphs 7.04 and 7.05 of the General Conditions after the Effective Date of the Contract.

- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.
- 11.03 If an award is made, Contractor shall be allowed to submit proposed substitutes and “or-equals” in accordance with the General Conditions.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 If required by the bid documents, the apparent Successful Bidder, and any other Bidder so requested, shall within seven days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work: ***lift station, electrical, or any item of work or supplier package that is over \$50,000.***

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.
- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 12.04 The Contractor shall not award work to Subcontractor(s) in excess of the limit stated in SC 7.06.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.04 A Bid by an individual shall show the Bidder’s name and official address.
- 13.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venture in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.06 All names shall be printed in ink below the signatures.
- 13.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.09 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s ~~state contractor license~~ current Montana Contractor’s registration number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

- 14.01 *Unit Price and/or Lump Sum*
- A. Bidders shall submit a Bid on a unit price and/or lump sum basis for each item of Work listed in the ~~unit price section of~~ bid schedule included in the Bid Form.
- B. The Bid will not be considered unless the Bid Form is complete, containing all unit prices and/or lump sum prices for each Bid item included in the Bid Form, and Bids and totals are shown legibly in their proper locations. The total amount of the Bid shall be legibly written and numerically presented in the proper place, and the Bid Form shall be manually signed.
- C. The “Bid Price” (sometimes referred to as the extended price) for each ~~unit price~~ Bid item will be the product of the “Estimated Quantity” (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all ~~unit price~~ Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- D. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in the favor of words.

14.02 Allowances

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one ~~separate unbound~~ bound copy of the Bid Form, and, if required, the Bid Bond Form. ~~The unbound copy of the Bid Form is to be~~ The bound copy of the Bid Form may be removed from the Bidding Documents or a copy may be produced. The form shall be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the address shown in the Invitation to Bid.
 - A. A Bid will not be considered unless accompanied by the proper Bid Security in accordance with Article 8 of these Instructions to Bidders.
 - B. Bids, Bid Securities, or bid modifications submitted by electronic transmission (such as fax or e-mail) will not be considered.
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the ~~advertisement or invitation to bid~~ Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 – BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – STATE LAWS AND REGULATIONS

- 22.01 All applicable laws, ordinances and the rules and regulations of authorities having jurisdiction over construction of the project shall apply to the Contract throughout. State laws and ordinances which the Contractor must comply with, include but are not limited to, those involving workmen’s compensation insurance, Contractor registration, and gross receipts tax.
- 22.02 Construction Contractors shall be registered in order to bid this project. Registration shall be per Montana Code Annotated 39-9-201. All Subcontractors whose portion of the work is over \$2,500 will be required to submit proof of registration with Department of Labor and Industry (DOLI).
- 22.03 Pursuant to Section 15-50-205, Montana Code Annotated, the Owner is required to withhold one (1) percent of all payments due the Contractor and is required to transmit such monies to the State Board of Equalization as part of the Public Contractor’s Fee. In like fashion, the Contractor is required to withhold one (1) percent from payments to Subcontractors. Under the statute, these Public Contractor’s Fees may be used as credits against income tax and corporation license tax paid or due in Montana.

ARTICLE 23 – FEDERAL REQUIREMENT

23.01 Federal requirements of Article 19 of the Supplementary Conditions apply to this Contract.

ARTICLE 24 – WAGE REQUIREMENTS

- 24.01 The Contractor and all Subcontractors shall pay for all labor employed at no less than the minimum standard prevailing rate of wages for each classification; which shall be the higher of either the Montana Prevailing Wage Rates or the Federal Davis Bacon Prevailing Wage Rates, including fringe benefits and applicable zone pay. A copy of both wage determinations is included in the Project Manual.
- 24.02 In addition, the Contractor and all Subcontractors must maintain certified payrolls for a period of not less than 3 years from the completion of work and post a statement of all wages and fringe benefits and a Davis-Bacon poster (WH-1321) at the site of the work.
- 24.03 The Contractor must also submit certified payrolls for all employees and employees of Subcontractors to the Engineer within one week of issuing each respective payroll.
- 24.04 If the contract price is in excess of \$100,000, provisions of the Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) apply.

ARTICLE 25 – DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

- 25.01 BIDDER’S attention is directed to Section 00900 (Funding Agency Special Provisions for Montana Public Facility Projects) of these Contract Documents. The successful BIDDER shall comply with all applicable articles therein.
- 25.02 DBE solicitation requirements are located in ARTICLE 1.5.2 [Guidance for Participation By Disadvantaged Business (DBE) Enterprises In United States Environmental Protection Agency Programs of 40 CFR 33] of Section 00900. An online DBE quote request form is available to BIDDERS at <https://app.mdt.mt.gov/dbeqt/>. The BIDDER should fill out and submit the quote request form as early in the bidding period as possible to allow sufficient time for qualified DBE firms to respond. A DBE must be certified as such by a state or federal agency (e.g., the Small Business Administration, the Department of Transportation, or EPA) or by a state, local, or independent private organization, provided their criteria match those under section 8(a) (5) and (6) of the Small Business Act and Small Business Administration’s 8(a) Business Development Program Regulations. **Self-certification of DBEs is not allowed.** Inadequate DBE solicitation efforts by the BIDDER may be grounds for the MDEQ State Revolving Fund program to withhold funds for the project and withhold authorization to award the construction contract. In accordance with Section 00900 Article 1.5.2, **failure to submit evidence showing a “good faith effort” may cause the bid to be rejected as non-responsive.**

ARTICLE 26 – DEBARMENT CERTIFICATION

- 26.01 Bidder’s attention is directed to Section 1.05.3 (Certification Regarding Debarment, Suspension and Other Responsibility Matters) of Section 00900 with respect to Certification Regarding Debarment. Federal funding is being utilized on this project and the successful bidder must provide the Debarment Certification statement at the time of bid opening with the bid and other forms required.
- A. The Certification must also be provided for all Subcontractors prior to the signing of the Agreement.

ARTICLE 27 – EQUAL EMPLOYMENT OPPORTUNITY

- 27.01 BIDDER’S attention is directed to ARTICLE 1.5.1 [Equal Employment Opportunity and Affirmative Action Requirements] of Section 00900, the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, national origin, sex, marital status, age, or political ideas. Bidders on this work will be required to comply with the President’s Executive Orders No. 11246 as amended, 11458, 11518, and 11625.

ARTICLE 28 – COMPLIANCE WITH WAGE RATE REQUIREMENTS

- 28.01 Under all Schedules of this Contract with the Owner, the Contractor and all subcontractors shall pay for all labor employed at no less than the minimum standard prevailing rate of wages for each classification; which shall be the higher of either the Montana Prevailing Wage Rates or the Federal Davis-Bacon Prevailing Wage Rates, as appended.
- 28.02 In addition, the Contractor and all Subcontractors must maintain certified payrolls for a period of not less than 3 years from the completion of work and post a statement of all wages and fringe benefits and a Davis-Bacon poster (WH-1321) at the site of the work.

- 28.03 The Contractor must also submit certified payrolls for all employees and employees of Subcontractors to the Engineer within one week of issuing each respective payroll.

ARTICLE 29 – AMERICAN IRON AND STEEL (AIS) REQUIREMENTS

- 29.01 Bidder’s attention is directed to ARTICLE 1.5.10 of Section 00900 with respect to American iron and Steel (AIS) Requirements. All of the iron and steel products used in the project must be produced in the United States. “Iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, rebar and construction materials. The iron and steel products used in the project must comply with the American Iron and Steel requirements of Section 436 of the Consolidated Appropriations Act of 2014 (P.L. 113-76) and as further interpreted by applicable EPA guidance (see http://water.epa.gov/grants_funding/aisrequirement.cfm).
- 29.02 The General Contractor shall provide, to the Owner, the Manufacturer/Supplier Certification forms (from Exhibit E of Section 00900) either prior to product purchase or when the products are delivered. The General Contractor(s) shall also provide the Owner with the General Contractor Certification form(s) (from Exhibit E of Section 00900) upon project completion. General Contractor(s) shall ensure that all subcontractors and manufacturers/suppliers on the project have met the AIS requirements.
- 29.03 A waiver from the American Iron and Steel requirements may be issued by the Administrator of the Environmental Protection Agency if it is found that: 1) applying the American Iron and Steel provisions would be inconsistent with the public interest; 2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or 3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent. Waiver requests must be submitted to the state for review and submittal to the EPA.

ARTICLE 30 – NOTICE OF EXTENDED PAYMENT PROVISION

- 30.01 Pursuant to MCA 28-2-2115, Bidders are hereby notified that this contract allows the Owner to make payment within 45 days after approval of the payment request or as otherwise stipulated in the Supplementary Conditions to the General Conditions, SC-15.01.D.1. This provision is due to anticipated processing periods associated with funds to be received from state and federal grant and loan agencies.

END OF SECTION

SECTION 00800

SUPPLEMENTARY CONDITIONS TO THE STANDARD GENERAL CONDITIONS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 *Defined Terms*

SC-1.01.A Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

Abnormal Weather Conditions – Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions.

Agency – The Project is financed in whole or in part by USDA Rural Utilities Service pursuant to the Consolidated Farm and Rural Development Act (7 USC Section 1921 et seq.). The Rural Utilities Service programs are administered through the USDA Rural Development offices; therefore, the Agency for these documents is USDA Rural Development.

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

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

SC-1.01.A.48 Add the following language at the end of the last sentence of Paragraph 1.01.A.48:

A Work Change Directive cannot change Contract Price or Contract Times without a subsequent Change Order.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01 *Delivery of Bonds and Evidence of Insurance*

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

A. *Bonds*: Engineer shall furnish to Contractor six copies of the Agreement and other Contract Documents bound therewith. Contractor shall execute the Agreement, attach executed copies of the required Bonds and Power of Attorney and submit all copies to Engineer who will forward them to the Owner. Owner shall execute all copies and return two copies to the Contractor. Owner shall also furnish two counterparts or conformed copies to the Engineer and shall retain two copies.

B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Engineer, Contractor shall also deliver to Engineer copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. 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 executed 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 under Article 6 (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

SC-2.02 Copies of Documents

SC-2.02.A Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor five copies of the Contract Documents (including two fully executed counterparts of the Agreement), and one copy in electronic portable document format (PDF).

Additional copies of Drawings and Project Manuals may be obtained from the Engineer on the following basis:

Full or partial sets of Drawings	\$5.00 per sheet (Full size)
	\$1.50 per sheet (Half size)
Each book of Specifications	\$100.00

SC-2.03 Before Starting Construction

SC-2.03.A Add the following new paragraph immediately after Paragraph 2.03.A.3:

- 4. a preliminary list of construction equipment with hourly rates, owned or rented by the Contractor and all Subcontractors that will be used in the performance of the Work. The equipment list will include information necessary to confirm the hourly rates per the General Conditions and SC-13.01.B.5.c, including make, model, and year of manufacture as well as the horse power, capacity or weight, and accessories.

SC-SC-2.04 Preconstruction Conference; Designation of Authorized Representatives

SC-2.04.A Delete Paragraph 2.04.A in its entirety and insert the following in its place:

Before any Work at the Site is started, a conference will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

The conference shall be attended by authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent. The Contractor shall be responsible for ensuring that all major Subcontractors; Suppliers; and other concerned parties attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

SC-2.05 Initial Acceptance of Schedules

SC-2.05.A Delete Paragraph 2.05.A in its entirety and insert the following in its place:

- A. Prior to the first application for payment all schedules and documents identified in paragraph 2.03.A shall be finalized and acceptable to the Engineer and Owner. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer and Owner as provided below. Acceptance of these schedules and documents by either Engineer or Owner will neither impose on Engineer or Owner responsibility for the sequencing, scheduling or progress of the Work and will not interfere with or relieve Contractor from Contractor's full responsibility therefore.

SC-2.05.A Add the following new paragraph immediately after Paragraph 2.05.A.3:

4. Contractor's Schedule of Construction Equipment will be acceptable to Engineer as to form and substance if it provides the necessary information to reference the equipment and establish the hourly rates in accordance with the General Conditions and SC-13.01.B.5.c.

SC-2.06 *Electronic Submittals*

SC-2.06.A Add the following new paragraph immediately after Paragraph 2.06.A:

1. Electronic data for Shop Drawings and other submittals may be relied upon if done in accordance with Section 01300.

SC-2.06.B Add the following language to the end of Article 2.06.B.

Special requirements for electronic data apply to this Project. See attached Exhibit entitled "Electronic Communications Protocol Addendum," Consensus DOCS form 200.2.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01 *Commencement of Contract Times; Notice to Proceed*

SC-4.01.A Amend the first sentence of Paragraph 4.01.A to read as follows:

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

SC-4.01.A Amend the last sentence of Paragraph 4.01.A by striking out the following words:

In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

SC- 4.04 *Progress Schedule*

SC-4.04.A Delete Paragraph 4.04.A.1 in its entirety and insert the following in its place:

1. Contractor shall submit to Engineer with each application for payment an updated progress schedule reflecting the amount of work completed and adjustments to future work. Such adjustments will be acceptable to Engineer as providing an orderly progression of the Work to completion within any specified milestones and the Contract Time. No progress payment will be made to Contractor until the updated schedules are submitted to and acceptable to Engineer and Owner. Review and acceptance of progress schedules by the Engineer will neither impose on Engineer responsibility for the sequencing, scheduling or progress of the Work,

nor interfere with or relieve Contractor from Contractor's full responsibility therefore.

SC-4.05 Delays in Contractors' Progress

SC-4.05.C.2 Amend Paragraph 4.05.C.2 by striking out the following words "abnormal weather conditions;" and inserting the following words "Abnormal Weather Conditions;".

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.01 Availability of Lands

SC-5.01 Add the following new paragraph at the end of Paragraph 5.01.C:

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

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

- A. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:
1. Report dated *October 25, 2019, prepared by SK Geotechnical. Billings, MT., entitled: "Utility Geotechnical Evaluation, Seeley Lake Wastewater System, Seeley Lake, MT", consisting of 49 pages.* The Technical Data contained in such report upon whose accuracy Contractor may rely are *included in Appendix A.*

SC-5.04 Differing Subsurface or Physical Conditions

SC-5.04.A Add the following new paragraphs at the end of Paragraph 5.04.A:

Contractor to notify Owner and Engineer in writing about differing subsurface or physical conditions within 15 days of discovery and before disturbing the subsurface as stated above.

No claim for an adjustment in the contract price or contract times (or Milestones) will be valid for differing subsurface or physical conditions if procedures of this Paragraph 5.04 are not followed.

SC-5.05 Underground Facilities

SC-5.05.A Add the following new paragraph immediately after Paragraph 5.05.A.2.d:

3. At least 2 but not more than 10 business days before beginning any excavation, the Contractor shall, in accordance with MCA 69-4-502, notify all owners of underground facilities and coordinate the Work with the owners of such underground facilities. The information shown or indicated in the Contract Documents with respect to existing underground facilities is based on information and data obtained from the owners of the facilities without field exploration, and

as such, Owner and Engineer are not responsible for the accuracy or completeness of such information or data.

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.02 Insurance—General Provisions

SC-6.02.B Delete Paragraph 6.02.B in its entirety and insert the following in its place:

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

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

SC-6.03 Contractor’s Liability Insurance

SC-6.03.G Add the following new paragraph at the end of Paragraph 6.03.G:

The Contractor’s insurance coverage shall name the Owner, Engineer and Engineer’s Consultants, the State, its officers, officials, employees and volunteers as an additional insured under Commercial General Liability, Automobile Liability, Excess or Umbrella policies.

SC-6.03.I Amend Paragraph 6.03.I.3 by striking out the words “10 days” and replacing them with the words “45 days”, and as so amended, Paragraph 6.03.I.3 remains in effect.

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

- 1. Workers’ Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:

Statutory

Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>
Employer's Liability:	\$ <u>1,000,000</u>
Bodily injury, each accident	\$ <u>1,000,000</u>
Bodily injury by disease, each employee	\$ <u>1,000,000</u>
Bodily injury/disease aggregate	\$ <u>1,000,000</u>
Employer's Liability Insurance under Paragraph 6.03.A of the General Conditions may be satisfied by primary insurance or a combination of primary and excess or umbrella insurance. The same excess or umbrella insurance may also be used to satisfy the limits of Automobile Liability Insurance and/or Commercial General Liability Insurance. Primary occurrence limit cannot be less than \$500,000. For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	
	\$ <u>1,000,000</u>
Foreign voluntary worker compensation	<u>Statutory</u>

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	\$ <u>3,000,000</u>
Products - Completed Operations Aggregate	\$ <u>3,000,000</u>
Personal and Advertising Injury	\$ <u>2,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>2,000,000</u>

Contractor's General Liability Insurance under Paragraphs 6.03.B and 6.03.C of the General Conditions may be satisfied by primary insurance or a combination of primary and excess or umbrella insurance. The same excess or umbrella insurance may also be used to satisfy the limits of Automobile Liability Insurance and/or Employer's Liability Insurance under Workers' Compensation. Primary occurrence limit cannot be less than \$1,000,000. The deductible, if any, may not exceed \$5,000 per occurrence.

3. In addition to other requirements in the General Conditions, Coverage will include at a minimum:

- A. Premises – Operations
- B. Operations of Independent Contractor
- C. Contractual Liability
- D. Personal Injury

E. Products and Completed Operations

F. Per Project Aggregate

G. NO Additional Exclusions that modify the standard ISO Commercial General Liability Policy form 1996 (or later) ISO commercial General Liability Form in regard to explosion, collapse, blasting, underground property damage, subsidence, or work performed by subcontractors will be acceptable.

4. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:

Each person \$ 2,000,000

Each accident \$ 2,000,000

Property Damage:

Each accident \$ 2,000,000

[or]

Combined Single Limit of \$ 2,000,000

Coverage to include:

- a. All Owned Autos
- b. All Hired Autos
- c. All Non-Owned Autos

Contractor's Automobile Liability Insurance under Paragraphs 6.03.D of the General Conditions may be satisfied by primary insurance or a combination of primary and excess or umbrella insurance. The same excess or umbrella insurance may also be used to satisfy the limits of General Liability Insurance and/or Employer's Liability Insurance under Workers' Compensation. Primary occurrence limit cannot be less than \$1,000,000. The deductible, if any, may not exceed \$5,000 per occurrence.

5. OWNERS and CONTRACTORS Protective Policy (OCP) - Purchased By CONTRACTOR:

If box is checked, Contractor is not required to provide Owners and Contractors Protective Policy (OCP) under this contract

Delete Article 6.04 A of the General Conditions in its entirety and insert the following in its place:

In addition to the insurance required to be provided by Contractor under Paragraphs 6.03 inclusive, Contractor shall purchase and maintain a separate Owners and Contractors Protective Policy (OCP) to protect Owner against claims which may arise from operations under the Contract Documents, with limits of liability as specified below. The policy must be in the name of the Owner. This liability insurance shall include as additional insureds the Engineer and the Engineer's Consultants, and include coverage for the respective directors,

officers, partners, employees, agents and other consultants and subcontractors of all such additional insureds.

- a. General Aggregate \$2,000,000
- b. Each Occurrence \$1,000,000

(Bodily Injury and Property Damage)

The OCP policy shall remain in effect until completion of the project and final payment is made to the Contractor and all times thereafter when the Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 14.07 of the General Conditions.

The insurance policy will contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least forty-five (45) days prior written notice (10 day exception for non-payment) has been given to Owner and to each other additional insured (and the certificates of insurance furnished to Owner and each other additional insured will so provide).

6. Contractor's Pollution Liability:

If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

Each Occurrence	\$ <u>3,000,000</u>
General Aggregate	\$ <u>5,000,000</u>

7. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following:

8. Contractor's Professional Liability:

Each Claim	\$ <u>2,000,000</u>
Annual Aggregate	\$ <u>3,000,000</u>

SC-6.05 Property Insurance

SC-6.05.A Delete Paragraph 6.05.A. and 6.05.A.1 and insert the following in its place:

- A. Contractor shall purchase and maintain property insurance upon the work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. Include the interests of Owner, Contractor, Subcontractors, Sub-Subcontractors, Engineer, Engineer's Consultants, and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

SC-6.05.A.2 Add the following.

- If box is checked, Contractor is not required to include builder's risk to insure against flood under this Contract

SC-6.05.A Add the following to paragraph 6.05.A

14. Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.04 "Or Equals"

SC-7.04.A Amend the third sentence of Paragraph 7.04.A by striking out the following words:

Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted,

SC-7.04.A.1.a.3 Amend the last sentence of Paragraph 7.04.A.1.a.3 by striking out the following word "and;" and adding a period at the end of Paragraph 7.04.A.1.a.3.

SC-7.04.A.1a.4 Delete Paragraph 7.04.A.1.a.4 in its entirety.

SC-7.06 Concerning Subcontractors, Suppliers, and Others

SC-7.06.A Add the following language at the end of Paragraph 7.06.A:

The Contractor shall not award work valued at more than fifty percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

SC-7.06.B Delete Paragraph 7.06.B in its entirety.

SC-7.06.D Amend the first sentence of Paragraph 7.06.D to read as follows:

Within five (5) days of Owner's request, Contractor shall identify Subcontractors, Suppliers, or other individuals or entities as may be called for in the Special Provisions.

SC-7.06.E Amend the second sentence of Paragraph 7.06.E by striking out the following words:

Owner may also require Contractor to retain specific replacements; provided, however, that

SC-7.12 Safety and Protection

SC-7.12.C Amend the second sentence of Paragraph 7.12.C by striking out the words "Supplementary Conditions" and replacing them with the words "Special Provisions".

SC-7.12.F Add following new paragraphs immediately after Paragraph 7.12.G:

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

posted safety rules, tailgate meetings, and site inspections by safety and other inspectors employed by the Contractor.

- I. The Contractor shall be responsible for and shall take necessary precautions and provide all material and equipment to protect, shore, brace, support and maintain all underground pipes, conduits, drains, sewers, water mains, gas mains, cables, etc., and other underground construction uncovered in the proximity, or otherwise affected by the construction work performed by him. All pavement, surfacing, driveways, curbs, walks, buildings, grass areas, trees, utility poles or guy wires damaged by the Contractor's operations in the performance of this work shall be repaired and/or replaced to the satisfaction of the Owner, Engineer, and effected property owner at the Contractor's expense. The Contractor shall also be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property or facility, regardless of location or character, which may be caused by moving, hauling, or otherwise transporting equipment, materials, or men to and from the work or any part of site thereof; whether by him or his subcontractors. The Contractor shall make satisfactory and acceptable arrangements with owner of, or the agency or authority having jurisdiction over, the damaged property or facility concerning its repair or replacement or payment of costs incurred in connection with said damage.
- J. The Contractor shall conduct his work so as to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways, and walks, whether public or private, the Contractor shall obtain approval from the governing party and shall, at his own expense, provide and maintain suitable and safe bridges, detours, and other temporary expedients for the accommodation of public and private drives before interfering with them. The provisions for temporary expedients will not be required when the Contractor has obtained permission from the owner and tenant of the private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designated point.
- K. Safety provisions must be entirely adequate and meet with City or State and Federal regulations to protect the public on these streets and roads.

SC-7.18 Indemnification

SC-7.18.A Add the following new paragraph at the end of Paragraph 7.18.A:

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

ARTICLE 8 – OTHER WORK AT THE SITE

SC-8.02 Coordination

SC-8.02 Delete Paragraph 8.02 in its entirety and replace with the following:

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the

Site, the following will be set forth in the Special Provisions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Special Provisions, Owner shall have sole authority and responsibility for such coordination.

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

SC-10.03 Project Representative

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

- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
 4. Liaison:
 - a. Serve as Engineer’s liaison with Contractor. Working principally through Contractor’s authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
 5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. Review of Work and Rejection of Defective Work:
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. Inspections, Tests, and System Start-ups:
 - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
10. Records:
 - a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

- c. Maintain records for use in preparing Project documentation.
- 11. Reports:
 - a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.
- 12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
- 14. Completion:
 - a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
 - b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.
- C. The RPR shall not:
 - 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

SC-11.07 Execution of Change Orders

SC-11.07.C Add the following new paragraph immediately after Paragraph 11.07.B:

- C. All Contract Change Orders must be concurred in by Agency before they are effective.

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

SC-13.01 Cost of the Work

SC-13.01.B.5.c Delete paragraph 13.01.B.5.c in its entirety and insert the following in its place:

- c. The rental of all construction equipment and machinery and parts thereof whether rented from contractor or rented from others. The cost shall be calculated as follows and will include the costs of transportation, loading, unloading, assembly, dismantling and removal thereof for equipment involved only in the changed portion of the work covered under the cost of the Work method. Transportation, loading and assembly costs will not be included for equipment already on the site which is being used for other portions of the Work. The cost of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work. Hourly equipment and machinery rates shall be calculated from the Rental Rate Blue Book for Construction Equipment, and the Equipment List submitted according to SC-2.03 and SC-2.05, and as follows:
 1. for working equipment, the hourly rate shall be the monthly rental rate divided by 176 hours per month plus the hourly operating cost.
 2. for equipment on standby, the hourly rate shall be 50% of the monthly rental rate divided by 176 hours per month, and the hourly operating cost shall not be applied.
 3. for specialized equipment rented for a short duration used for change order work or additional work not part of the scope of work bid, the equipment rental rates will be negotiated prior to the work being performed.

SC-13.02 Allowances

SC-13.02.C Delete Paragraph 13.02.C in its entirety.

SC-13.03 *Unit Price Work*

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

- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
1. if the extended price of a particular item of Unit Price Work amounts to ten percent (10%) 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 twenty five percent (25%) from the estimated quantity of such item indicated in the Agreement; and
 2. if there is no corresponding adjustment with respect to any other item of Work; and
 3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01 *Progress Payments*

SC 15.01.B.1 Amend the second sentence of Paragraph 15.01.B.1 by striking out the following words “a bill of sale, invoice, or other”.

SC-15.01.B.3 Add the following language at the end of Paragraph 15.01.B.3:

No payment 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.4 Add the following new paragraphs after Paragraph 15.01.B.3:

4. Each application for progress payment shall be accompanied by Contractor’s updated progress schedule, shop drawing schedule, procurement schedule, and other data specified herein or reasonably required by Owner or Engineer. The Owner reserves the right to require submission of monthly certified payrolls by the Contractor.
5. The Application for Payment form to be used on this Project is adapted from EJCDC No. C-620 and supplied by the Engineer. The Agency must approve all Applications for Payment before payment is made.
6. The Application for Payment form to be used on this Project is EJCDC No. C-620. The Agency must approve all Applications for Payment before payment is made.

SC-15.01.D.1 Delete Paragraph 15.01.D.1 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 forty five (45) days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

SC-15.01.E.I Add the following language at the end of the first sentence of Paragraph 15.01.E.I:

, including liquidated damages.

SC-15.02 Contractor's Warranty of Title

SC-15.02.A Amend Paragraph 15.02.A by striking out the following words "no later than seven days after the time of payment by Owner" and replacing them with the following words "no later than the time of payment by Owner".

SC-15.02.B Add the following new paragraph immediately after Paragraph 15.02.A:

- B. Neither recommendation of any progress payment by Engineer nor payment by the Owner to Contractor, nor any use or occupancy of the Work or any part thereof will release the Contractor from complying with the Contract Documents. Specifically the Contractor shall maintain in accordance with Article 6, property insurance on all Work, materials, and equipment whether incorporated in the project or not and whether included in an application for payment or not, for the full insurable value thereof. Passing title to Owner for materials and equipment included in an application for payment does not relieve the Contractor of the Contractor's obligation to provide insurance (including property insurance) as required in Article 6 of the General Conditions and these Supplementary Conditions. All insurance shall remain in effect as provided in Article 6.

SC-15.04 Partial Use or Occupancy

SC-15.04 Add the following new paragraph immediately after Paragraph 15.04.A.4:

- B. Owner has the right to take possession of or use any completed or substantially completed portions of the work at any time, but such taking possession or use will not be deemed an acceptance of any work not completed in accordance with the Contract Documents. Owner's use of any facilities so identified in the Contract Documents will not be grounds for extension of the contract time or change in the contract price. Owner's use of any facilities not specifically identified in the Contract Documents will be in accordance with conditions agreed to prior to such use, and any extra costs or delays in completion incurred and properly claimed by Contractor will be equitably adjusted with a Change Order. Facilities substantially completed in accordance with the Contract Documents which are occupied or used by Owner prior to substantial completion of the entire work will be done in accordance with General Conditions 15.03. Guarantee periods for accepted or substantially completed work including mechanical and electrical equipment will commence upon the start of continuous use by Owner. All tests and instruction of Owner's personnel must be satisfactorily completed, and Owner shall assume responsibility for and operation of all facilities occupied or used except as may arise through portions of work not yet completed by Contractor. If the work has been substantially completed and the Engineer certifies that full completion thereof is materially delayed through no fault of the Contractor, the Owner shall,

without terminating the Agreement, make payment of the balance due for the portion of the work fully completed and accepted.

SC-15.05 Final Inspection

SC-15.05 Add the following new paragraph immediately after Paragraph 15.05.A:

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

ARTICLE 16 SUSPENSION OF WORK AND TERMINATION

SC-16.01 Owner May Suspend Work

SC-16.01 Add the following new paragraph immediately after Paragraph 16.01.A

- B. Owner may also suspend the Work or any portion thereof at the request of the Contractor by written notice to Contractor and Engineer. Contractor shall make such a request in writing to the Owner and furnish a copy of the request to the Engineer. If the Owner grants the Contractor's request to suspend the Work, Contractor will not be entitled to an adjustment in the Contract Price or an extension of the Contract Times, directly attributable to the suspension. However, the days which expire during the suspension would not be counted against Contract Times.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 Arbitration

- A. All matters subject to final resolution under this Article will be decided by arbitration in accordance with the rules of *American Arbitration Association (AAA)*, subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.
- C. No arbitration arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and
 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.
- D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.
- E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

SC-17.03 Attorneys' Fees

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02.

SC-17.03 Attorneys' Fees: For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 18 – MISCELLANEOUS

SC-18.01 Giving Notice

SC-18.01 Add the following new paragraph immediately after Paragraph 18.01.A:

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

SC-18.09 Add the following new paragraph immediately after Paragraph 18.08:

18.09 Tribal Sovereignty

- A. No provision of this Agreement will be construed by any of the signatories as abridging or debilitating any sovereign powers of the {insert name of Tribe} Tribe; affecting the trust-beneficiary relationship between the Secretary of the Interior, Tribe, and Indian landowner(s); or interfering with the government to government relationship between the United States and the Tribe.

SC-19 Add Article 19 titled "FEDERAL REQUIREMENTS".

ARTICLE 19 – FEDERAL REQUIREMENTS

SC-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.

SC-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 following "Certificate of Owner's Attorney" (Exhibit I of RUS Bulletin 1780-26) before Owner submits the executed Contract Documents to Agency for approval.
- B. Concurrence by Agency in the award of the Contract is required before the Contract is effective.

SC-19.03 Conflict of Interest and Gratuities

- A. Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer.
- B. 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 in Contractor. Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

SC-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 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. If Contractor intends to let any subcontracts for a portion

of the work, Contractor must 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 must 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 of small and minority businesses and women's business enterprises;
- (4) Establishing delivery schedules, where the requirements permits, which encourages 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 U.S. Department of Commerce;

SC-19.06 Anti-Kickback

- A. Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 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 Agency.

SC-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 agrees 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).

SC-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 Part 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 regulation at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

SC-19.10 Environmental Requirements

- A. When constructing a project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental conditions:
 1. Wetlands – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.
 2. Floodplains – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e.g., alluvial soils on NRCS Soil Survey Maps.
 3. Historic Preservation – Any excavation by Contractor that uncovers an historical or archaeological artifact shall be immediately reported 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 State Historic Preservation Officer (SHPO).
 4. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.
 5. Mitigation Measures – The following environmental mitigation measures are required on this Project: { Insert mitigation measures here}.

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

- A. Where applicable, for contracts awarded by the Owner in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor must 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 must 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 must 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.

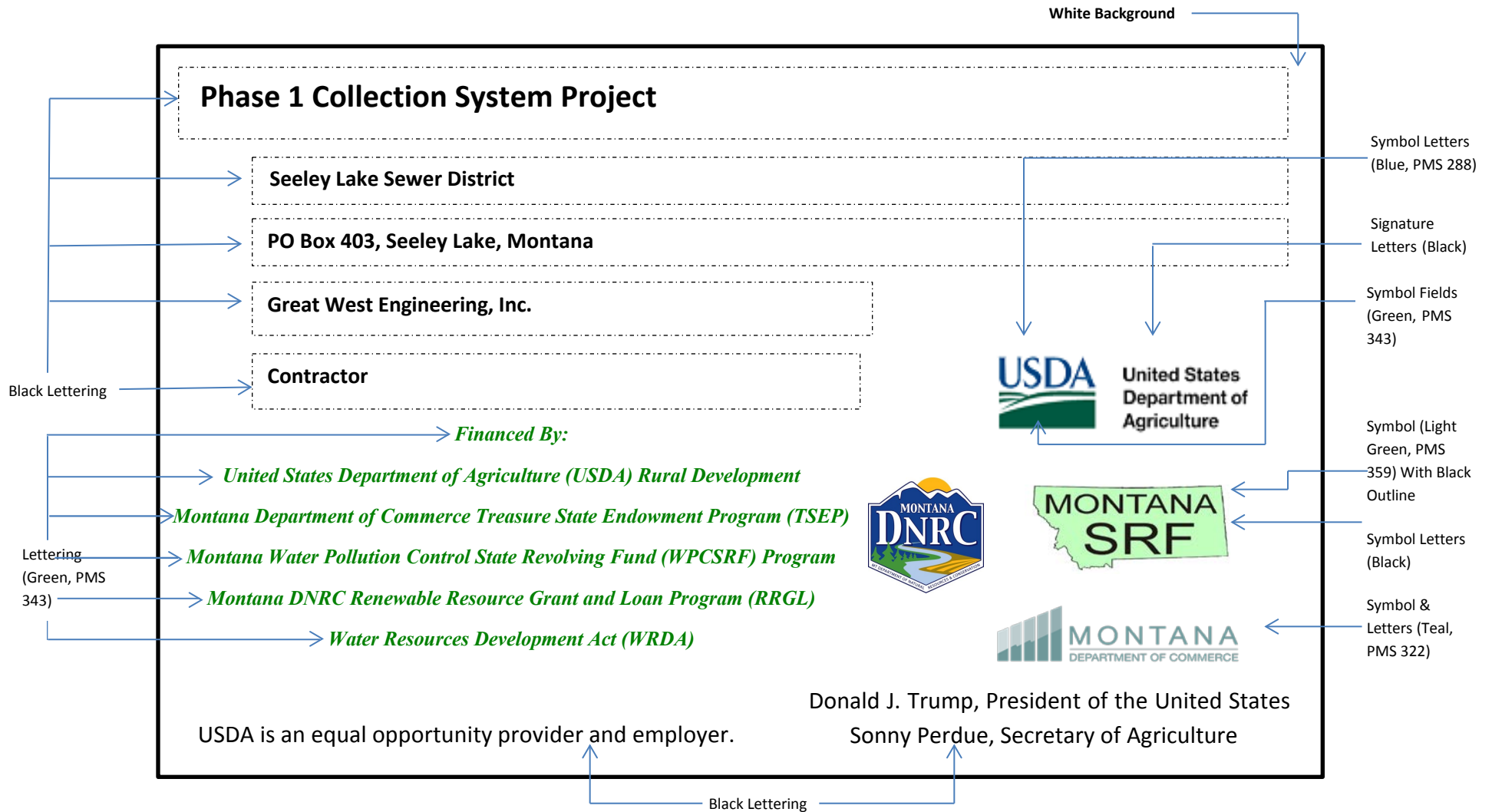
SC-19.12 Debarment and Suspension (Executive Orders 12549 and 12689)

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

SC-19.13 Procurement of Recovered Materials

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

TEMPORARY CONSTRUCTION SIGN FOR RURAL DEVELOPMENT PROJECTS



SIGN DIMENSIONS: 1200mm x 2400mm x 19mm (approx.. 4' x 8' x 3/4")

PLYWOOD PANEL (APA RATED A-B GRADE-EXTERIOR)

SECTION 00910

SPECIAL PROVISIONS

SP-01	INCORPORATION OF THE MPWSS	1
SP-02	QUALIFICATIONS OF CONTRACTOR, SUBCONTRACTORS, SUPPLIERS, AND OTHERS	1
SP-03	SUBSURFACE AND PHYSICAL CONDITIONS	1
SP-04	PREBID EXPLORATION/SITE INFORMATION	2
SP-05	PETROLEUM CONTAMINATED SOILS	2
SP-06	SPOIL	2
SP-07	BEST MANAGEMENT PRACTICES.....	3
SP-08	WATER FOR CONSTRUCTION.....	3
SP-09	SITE RESTORATION FOR SEWER MAINS AND FORCEMAIN	4
SP-10	IRRIGATION SYSTEM RESTORATION FOR SEWER MAINS AND FORCEMAIN...	5
SP-11	PRIVATE ACCESS.....	5
SP-12	SEWER MAIN AND FORCEMAIN LANDSCAPED AREAS	5
SP-13	EXPLORATORY EXCAVATION	5
SP-14	REMOVAL AND REPLACEMENT OF EXISTING FENCES	6
SP-15	CONFLICTS WITH UTILITIES.....	6
SP-16	DEWATERING	6
SP-17	QUALITY CONTROL TESTING OF SOIL AND ASPHALT MATERIALS	7
SP-18	CONSTRUCTION STAKING	8
SP-19	CONSTRUCTION SEQUENCING	8
SP-20	WINTER SHUTDOWN	8
SP-21	PERMITS.....	8
SP-22	TEMPORARY PROJECT SIGNS.....	9
SP-23	EASEMENTS, CONSTRUCTION LIMITS, AND RIGHT-OF-WAY	9
SP-24	SCHEDULING NOTICE TO PROCEEDS.....	10
SP-25	WORKING HOURS.....	10
SP-26	UNSCHEDULED EMPLOYMENT OF THE ENGINEER.....	10
SP-27	CONTRACTOR EMERGENCY CONTACT	11
SP-28	NOXIOUS WEEDS	11
SP-29	FIELD OFFICES	11
SP-30	TRACER WIRE.....	12

SP-31	WAGE RATES	12
SP-32	ACCEPTANCE OF M-4000 CONCRETE	12
SP-33	PROGRESS MEETINGS	13
SP-34	ZONE PAY	13
SP-35	SERVICE REQUIREMENTS	14
SP-36	ABANDON SEPTIC TANK IN-PLACE	14
SP-37	VACANT LOTS	14
SP-38	SEWER SERVICE SITE REHABILITATION.....	14

SP-01 INCORPORATION OF THE MPWSS

All provisions of the Montana Public Works Standard Specifications, Sixth Edition, April 2010, hereafter collectively referred to as the MPWSS, apply to the project, except where portions of the MPWSS are modified or replaced by the Contract Documents. Each Section of the MPWSS that has been modified is listed in the Table of Contents of Section 00950 Standard Modifications to MPWSS. The entire Section from the MPWS has not been rewritten for these modifications. Instead, modifications are indicated for a specific subsection, paragraph, sentence or drawing.

Where a Standard Modification to MPWSS does not exist for a particular Section of MPWSS it shall be assumed the work is to be completed in accordance with the appropriate MPWSS Section. When a Standard Modification to MPWSS does exist the requirements of that modification supersede the related MPWSS requirement. Where paragraphs are specifically deleted or modified, or new paragraphs added, all other parts of the MPWSS will remain in effect unless otherwise modified by the Project Manual in accordance with the order of governance as specified in "Summary of Work". Forms included in the Project Manual will be used in lieu of similarly titled forms in the MPWSS. Where Technical Specifications follow the Modifications in later Divisions of the Project Manual, those Specifications replace same numbered specifications in the MPWSS.

Delete Part 4: MEASUREMENT AND PAYMENT in all sections of the MPWSS. Payment for an item will only be made if that item is listed as a Bid Item in Section 00400: Bid Form. If an item is listed as a Bid Item, administrative and procedural requirements will be listed in Section 01275: Measurement and Payment. If an item is not listed as a Bid Item, the item is not required or is considered an incidental cost to other Bid Items.

SP-02 QUALIFICATIONS OF CONTRACTOR, SUBCONTRACTORS, SUPPLIERS, AND OTHERS

Provide qualifications for the Contractor and all Subcontractors, Suppliers, or other persons or organizations identified in Technical Specifications per the guidelines in the respective specification sections.

Submit the evidence of qualifications listed in Article 3.01 of the Instructions to Bidders as well as the following additional information.

- A list of at least three (3) jobs successfully completed within the last five (5) years by the Bidder similar in size and scope to the Work, including references for each project;
- The proposed Superintendent's name and resume; and
- The general availability of the Bidder to complete the Work within a reasonable timeframe.
- For each Subcontractor, Supplier, or other person or organization listed, include the primary contact and phone number, Disadvantaged Business Status, approximate anticipated monetary value of Work, and a list of similar projects over the past three (3) years.

SP-03 SUBSURFACE AND PHYSICAL CONDITIONS

In the preparation of Drawings and Specifications, the Engineer or Engineer's Consultants relied upon the following reports of exploration and tests of subsurface conditions at the Site:

1. *Preliminary Engineering Report for Wastewater System Improvements, Seeley Lake Sewer District, Seeley Lake, Montana, prepared by Great West Engineering, May, 2012.*

2. *Geotechnical Report, Seeley Lake Sewer District, Seeley Lake, Montana, prepared by SK Geotechnical Engineering, May, 2019.*

These reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which the Contractor may rely as identified and the above are incorporated therein by reference. Contractor is not entitled to rely upon other information and data utilized by Engineer and Engineer’s Consultants in the preparation of Drawings and Specifications.

SP-04 PREBID EXPLORATION/SITE INFORMATION

All Bidders are strongly encouraged to visit the site of the work and conduct all field investigations at their disposal to become acquainted with the nature of the work. Obtain written authorization from the Owner utilities, and others who may be directly affected prior to entering the property, conducting field tests, drilling, boring, excavating, or test pumping.

If potential Bidders wish to excavate test pits, the excavations will be limited to the vicinity of those areas that appear on the Drawings to be excavated. Excavations in paved areas will not be allowed without written permission from the Owner. Excavations must be backfilled in a reasonably uniform manner and graded to the original ground surface line and grade. Backfill in unpaved streets, parking areas, or alleys must be compacted as specified in the Contract Documents and surfaced with four inches of new or existing gravel.

SP-05 PETROLEUM CONTAMINATED SOILS

There is a possibility of encountering petroleum contaminated soils and petroleum contaminated groundwater within the work area. If this occurs during construction, cease work in the area where contamination is discovered until a time and materials change order for the extra work can be agreed upon by the Contractor, Owner, Engineer and the Montana DEQ Underground Storage Tank Program. Proceed with other elements of the project at no additional cost to the Owner in such an event. The work in the affected area will again proceed after a change order is processed. No shutdown time or associated additional costs will be awarded other than those agreed upon in the change order.

Contaminated soils were listed on the Montana DEQ LUST list site at two locations pertaining to the project. The location for #3460 New Roveros is 3182 Montana Highway 83 at 47° 10’ 37.2” N, 113° 28’ 56.676” W. The location for #3750 Seeley Swan High School is 456 Airport Road at 47° 10’ 22.8648” N, 113° 28’ 21.8712” W.

SP-06 SPOIL

Unless otherwise indicated on the Drawings or elsewhere in these specifications, place spoil in the confines of the existing easements or right-of-ways. In areas where confines limit the placement of spoil, the Contractor may have to haul the spoil out of the area until he is ready to backfill. The locations of spoil placement will be discussed at the preconstruction conference and will be subject to approval by the Engineer. The Contractor will be responsible for the disposal of all excess spoil.

No additional payment will be allowed the Contractor for this work. Refer to Section 01275: Measurement and Payment for more information.

SP-07 BEST MANAGEMENT PRACTICES

Dust Control – Dust control is to be considered an integral part of the Work. Dust Control shall be provided from the start of construction until the Work is complete. Fugitive dust as a result of construction shall be controlled at all times within the subject property. The Contractor shall have a water truck available for dust control prior to beginning any construction tasks. Wetting shall be done a minimum of twice per day in dry conditions or at the direction of the Engineer or Owner as required until the final construction activities are completed. Contractor shall be prepared to provide dust control until the final surface restoration is completed. All costs incurred to meet dust control requirements are incidental to other items of the contract and no separate payment shall be made.

Road and Parking Lot Cleaning – It shall be the sole responsibility of the contractor to keep all roads and parking lots free from mud, gravel, cobbles or other contaminants generated as a result of construction activities. It shall be the responsibility of the contractor clean all foreign matter from roads and parking areas in a reasonable amount of time as determined by the Owner & Engineer. All costs incurred to meet road and parking lot cleaning requirements are incidental to other items of the contract and no separate payment shall be made.

Erosion Control Measures – Temporary erosion and sediment control measures includes the installation and maintenance of temporary structural control measures to reduce or eliminate the erosion of soil and transport of sediment offsite as result of construction activities. This may include, but not be limited to, silt fences, ditch checks, sediment basins, erosion control mats, stabilized construction entrance, temporary diversions, inlet protection, sediment traps, and slope drains. If erosion control measures are required, it shall be the responsibility of the contractor to install and maintain them throughout the construction. All costs incurred to meet erosion control requirements are incidental to other items of the contract and no separate payment shall be made.

Noxious Weed Control – Comply with the County Noxious Weed Management Act, Title 7, Chapter 22, Part 21 and all county and contract noxious weed control requirements. Determine the specific noxious weed control requirements of each county where the project is located before submitting a bid. Equipment and vehicles will be washed prior to entering the project site to remove vegetation to avoid the spread of weeds. All costs incurred to meet noxious weed control requirements are incidental to other items of the contract and no separate payment shall be made.

Failure to Provide Service – If the contractor fails to provide adequate service on the above listed items, the Owner reserves the right to contract these activities to a third party, the cost of which will be deducted from the contract amount at the time of the next pay request.

SP-08 WATER FOR CONSTRUCTION

The Contractor may obtain water for construction purposes from the Seeley Lake Water District. All water used must be metered, recorded and this information provided to the Owner upon project completion. The water will be made available from the fire hydrants. Fire hydrants XXXX will be the only hydrants allowed for the use of water. These hydrants are shown on Sheet X. The Contractor may operate the fire hydrants, however any damage sustained from the usage will be the responsibility of the Contractor to repair. The Contractor is responsible for providing all required fittings, meters, hoses, backflow assemblies, valves and other appurtenances required for obtaining water for construction from the Owner.

Contractors permitted to use a hydrant need to know and understand proper hydrant operation procedures as they are the party ultimately responsible for improper hydrant connections or any other improper

operation of a hydrant. The contractor is responsible to teach proper operation procedures to all employees using hydrants. This includes water truck drivers or any other employees of the company that operate hydrants for any reason.

Meter Hydrant Connection Procedures

1. Perform a safety check of the hydrant. Check the hydrant visually, and shake the hydrant with your hands to make sure it is rigid (do not use a movable hydrant – they are dangerous and serious injury to the operator may result). Check the hydrant to ensure the caps are tight.
2. Remove hydrant nozzle cap.
3. Attach metering device and hose and install brace support. All hydrant connections must include a RPZ backflow assembly or device acceptable to the Engineer at all times.
4. Open hydrant slowly. It should take more than 60 seconds to fully open to prevent surging on the water system. Open completely to shut off drip drain while hydrant is in use. Valves downstream of the hydrant shall not be used to control flow.
5. They discharge end of the hose should not be inserted under any circumstances, into a tank or container underwater or laid on the ground to make and lay in its own pool of water. There must be at all time an air gap between the end of the water hose and the container.
6. Upon filling the tank or upon completion of the permitted use, slowly close hydrant valve.
7. Remove hose
8. Replace nozzle cap and tighten securely.
9. No hydrant shall ever be left without the cap replaced and securely tightened.

The use of fire hydrants for construction water needs is a privilege, and the Owner will not tolerate abuse of this privilege. This includes illegal connections, water theft, vandalism, tampering, failing to replace caps, or damage caused by neglect.

SP-09 SITE RESTORATION FOR SEWER MAINS AND FORCEMAIN

Site Restoration is an important part of this project. Site Restoration is replacement or reconstruction of site improvements to rights-of-way, easements, public property, and private property that are affected or altered by construction operations, with improvements restored to condition which is equal to, or better than, that which existed prior to construction operations. These Site Restoration items include but are not limited to; concrete curb and gutter replacement, sidewalk replacement, concrete surfaces, asphalt replacement, gravel restoration, seeding, sod, and irrigation system repair.

Initial restoration (rough grading, temporary aggregate if necessary, removal of excess excavated material and debris) shall be done each day to the extent necessary to allow the movement of local traffic and permit access to all areas for emergency vehicles. Maintenance of streets, drives, sidewalks, etc. shall be the responsibility of the Contractor (including dust control, grading, stabilization, etc.) until the restoration is complete and has been accepted by the Owner and Engineer. Restoration of each street or section of utility line shall follow the construction in a timely fashion so as to minimize inconvenience to the Owner and the general public. The manner in which this restoration is done by the Contractor will be a determining factor in the approval of partial payment requests.

After utility work is completed on underground utilities and submitted on monthly estimate for payment, complete site restoration for those utility segments before next monthly estimate for payment is

submitted, unless extended in writing by Owner and Engineer. If site restoration is not completed, the Contractor's partial payment request may be denied or additional retainage may be withheld.

For utility work requiring testing or post-installation TV inspection, completion of segment is not considered to include testing or TV inspection. Schedule for completion of site restoration is not determined by completion of testing or TV inspection.

SP-10 IRRIGATION SYSTEM RESTORATION FOR SEWER MAINS AND FORCEMAIN

The Contractor shall replace, with new materials, all damaged irrigation system components disturbed by construction. All irrigation components shall be replaced with equal or superior products than existing. All components shall be Rainbird brand or Engineer approved equal. The Contractor shall coordinate with Owner to schedule shutdown of irrigated areas to be impacted by construction.

All underground sprinkling equipment shall be replaced or repaired in a timely fashion so as to minimize damage to the lawn areas. The maximum time between Owner's shutdown of irrigation zones (as requested by Contractor) or Contractor damage to the irrigation system, shall be 14 days.

The Contractor will be responsible for any lawn damage caused by delayed replacement of the sprinkling equipment. If irrigation system repair and/or replacement are not completed within 14 days, the Contractor's partial payment request may be denied or additional retainage may be withheld.

SP-11 PRIVATE ACCESS

At all times during construction, afford property owners access to their property to the highest degree possible. Ensure that businesses will have at least one approach open at all times, if possible, and open closed-off approaches as quickly as possible.

SP-12 SEWER MAIN AND FORCEMAIN LANDSCAPED AREAS

Repair any landscaped or vegetated areas on private or public land that are scarred or destroyed during construction to an equal or better condition than that prior to the start of construction. This will include removing, replacing and grading topsoil. Replace all landscaped and/or grass areas disturbed during the construction process with a minimum 6-inches of topsoil. Reseed all disturbed areas, private or public, unless otherwise indicated.

No additional payment will be allowed to the Contractor for this work if outside the pay limits depicted in the restoration details or detailed in Section 01275: Measurement and Payment.

SP-13 EXPLORATORY EXCAVATION

Exploratory excavation is included in the construction contract. Exploratory excavation is for the convenience of the Owner and/or Engineer and will be used when a subsurface condition needs to be determined or verified. Payment for exploratory excavation will be authorized with documentation of Owner authorization (Engineer issued field order). Contractor initiated exploratory excavation that has not been Owner authorized will not be authorized for payment.

The Contractor shall be prepared to provide Owner directed exploratory excavation within 5 working days of receipt of a field order directing exploratory excavation. Owner may issue a stop work order on any work related to the exploratory excavation if Contractor fails to complete directed exploratory excavations within the field order directed time frame. Contractor will not be authorized or granted an

adjustment in the contract price and or contract time for a work suspension related to Contractor's failure to meet the time requirements for exploratory excavations.

SP-14 REMOVAL AND REPLACEMENT OF EXISTING FENCES

It is the responsibility of the Contractor to coordinate with Owner, prior to removing existing fences, to determine procedures, length of time fence may be removed, and requirements for temporary fencing until permanent fencing is complete.

All fence removed must be reassembled prior to the end of the work day. A secure fence will be required at the end of each work day. The trench under the fencing section must be backfilled at least 20' either side of the fence at the end of each work day.

SP-15 CONFLICTS WITH UTILITIES

As shown on the Drawings, utilities may be in conflict with certain areas of the project. Utilities and other appurtenances may include but are not limited to the following: culverts; propane or gas mains and services; television cables; telephone lines and pedestals; electrical boxes and lines; street lights; telephone and power poles; water mains and services; sanitary sewer mains and services; and storm drain pipes and inlets.

Utility locations are based on the available information which has been provided to or discovered by the Engineer. There is no guarantee as to the accuracy and completeness thereof is expressly disclaimed. As outlined in SC-5.05.A.3, the Contractor must check with the Utilities Underground Location Center (800-424-5555) at least two full working days in advance of the planned work date so that all utilities are located prior to digging.

The Contractor shall coordinate work with all utility companies or private entities that may be affected by the project. For utilities shown on the Drawings, the Contractor shall be responsible for any charges associated with relocating, removing, replacing, crossing, working around, or supporting utilities or otherwise addressing utility conflicts as necessary to conduct construction operations and properly construct the project. The Contractor shall also be solely responsible for any damage to these utilities due to their operations. The Contractor shall work closely with the utilities to ensure their criteria are met and no problems result. For underground utilities not shown on the Drawings, the Contractor shall follow procedures outlined in Article 5.05: Underground Facilities of the General Conditions.

Unless identified as a bid item in the Bid Form, no separate payment will be made for this work, and the Contractor shall figure the cost of such work into other applicable bid items.

SP-16 DEWATERING

The Contractor will be responsible for any dewatering operations which may be necessary to adequately remove water such that construction activities can be completed as specified. The Contractor will be responsible for conveyance and disposal of water to surface watercourses. Make all necessary arrangements for infringements across private property and obtain and adhere to any necessary discharge permits from the Montana DEQ.

Groundwater was encountered in Borings ST-5 through ST-7, Borings ST-17 through ST-19, and Boring ST-21. The groundwater was encountered at depths ranging from about 3 1/2 to 18 1/2 feet. Therefore, groundwater will impact construction of the proposed sanitary sewer lines, force mains, and lift stations. This is especially true in the areas of the lift stations and directional drilling beneath Morrell Creek

For all of the necessary dewatering across the site, the method of dewatering will need to be determined by the contractor based on their past experience and available equipment. It should also be noted that these types of gravelly soils are highly transmissive and can produce significant volumes of water.

Groundwater at each of the lift station locations will need to be drawdown at a minimum of 2 feet below bottom-of-proposed excavation, prior to performing the excavation. Please see the Geotechnical Report included in Appendix A.

SP-17 QUALITY CONTROL TESTING OF SOIL AND ASPHALT MATERIALS

This Special Provision only applies to soil and asphalt materials. Refer to other applicable sections of the specifications for quality control testing requirements of other materials.

Complete testing of all components of the project will be required to the satisfaction of the Owner and the Engineer. The Contractor is solely responsible for quality control (QC) testing.

The following table outlines the minimum frequency of quality control testing. All testing is the responsibility of the Contractor and must be conducted by an approved, certified testing laboratory or individual.

Contractor must remedy all defects and performance problems revealed by the testing to the satisfaction of the Engineer at no additional expense to the Owner. The Owner may conduct quality assurance testing in addition to the Contractor’s quality control testing, and in the case of a conflict between quality control and quality assurance testing, the quality assurance testing will govern.

Minimum Quality Control Testing Frequency Table

SECTION	ITEM DESCRIPTION	TEST OR SUBMITTAL	FREQUENCY
TRENCH BACKFILL			
02221	Type ‘A’ Trench Backfill	Field Density/Moisture Content	1 test / 200 LF / lift
02221	Type ‘B’ Trench Backfill	Field Density/Moisture Content	1 test / 300 LF / lift
02221	Type ‘C’ Trench Backfill	Field Density/Moisture Content	1 test / 400 LF / lift
STREET, SIDEWALK, AND CURB AND GUTTER BACKFILL			
02230	Subgrade Preparation	Field Density/Moisture Content	1 test / 5,000 SF / lift
02230	Embankment Placement	Field Density/Moisture Content	1 test / 5,000 SF / lift
02230	Subexcavation Replacement	Field Density/Moisture Content	1 test / 5,000 SF / lift
02234	Sub-Base Course(s)	Field Density/Moisture Content	1 test / 2,500 SF / lift
02235	Base Course(s)	Field Density/Moisture Content	1 test / 2,000 SF / lift
MISCELLANEOUS BACKFILL			
02300	Select Fill/Structural Fill	Field Density/Moisture Content	1 test / 1,000 SF / lift
02300	Drainage Course	Field Density/Moisture Content	1 test / 1,000 SF / lift
02300	Filter Material	Field Density/Moisture Content	1 test / 200 LF / lift

ASPHALT (PLANT MIX BITUMINOUS SURFACE)			
02510	Asphalt Concrete Pavement	Field Density	1 test / roller pass
02510	Asphalt Concrete Pavement	Field Thickness	1 test / 3,000 SF
02510	Asphalt Concrete Pavement	In-Place Density and Thickness	1 core / 500 ton

SP-18 CONSTRUCTION STAKING

Contractor shall be responsible for all necessary construction staking.

SP-19 CONSTRUCTION SEQUENCING

Contractor will be required to coordinate forcemain installation with the Water Resource and Recovery Facility (WRRF) Contractor for tie-in.

Collection system startup and wastewater treatment startup will need to be sequenced between the two Contractors as well. The collection system services will not be able to be completed until the wastewater treatment plant is operational. See SP-24 for NTP options.

SP-20 WINTER SHUTDOWN

A shutdown due to inclement weather during the winter months may be requested by the Contractor. Indicate the number of calendar days being requested in the original shutdown request. This initial request may be extended during the shutdown period as long as such extension is justifiable and requested at least 14 days prior to the date the original extension was to elapse. Any extension of shutdown will require the Contractor to demonstrate that adequate operations can be maintained throughout the extended period. Shutdown extensions may require operation modifications and approval of the Montana DEQ. Only one winter shutdown will be granted during the project.

The Owner reserves the right to approve or disapprove any shutdown or extension requests. As a condition of approval of a shutdown, close all open excavations, provide for maintaining traffic, and provide for protection of public property at the work site. The Contractor will not be allowed to perform any work during the shutdown period unless prior approval is granted by the Owner.

SP-21 PERMITS

The Owner and Engineer will obtain the following permits at no expense to the Contractor. The Contractor will be required to carry out all provisions of these permits as part of this contract.

1. Montana Department of Fish, Wildlife, and Parks – Montana Stream Protection Act (SPA124 Permit). This permit requires the Contractor to minimize the impact on fish, wildlife and riparian areas through proper construction practices and erosion control measures. The Contractor shall adhere to all requirements set forth in the permits obtained by the Owner.
2. Montana Department of Environmental Quality – Short-Term Water Quality Standard for Turbidity (318 Authorization).
3. U.S. Army Corps of Engineers – Federal Clean Water Act (404 Permit).

The Contractor is responsible for obtaining all necessary permits, licenses, agreements, insurance, and approvals required by any government authority or agency for the performance of this work at his own expense. Owner will allow Contractor access, as appropriate and necessary, for obtaining data in regard to permits and, at its own discretion, may assist Contractor, when necessary, in obtaining such permits. These Permits may include but are not limited to the following:

1. Storm Water Discharge Permit. The work requires a General Permit for Storm Water Discharges Associated with Construction Activities, and all discharges must be in accordance with the submitted Storm Water Pollution Prevention Plan (SWPPP). The Contractor is responsible for preparing and signing a SWPPP and submitting a complete Notice of Intent (NOI) package to the Montana Department of Environmental Quality. The Contractor will be responsible for all fees associated with the permit application.

Implement and comply with the provisions of the NOI and SWPPP and the cost of this item will be distributed throughout the contract price. If the Contractor elects not to carry out the provisions of the NOI and SWPPP, he shall be responsible for any damages or fines the State of Montana may assess for non-compliance. At the end of the project, the Contractor will be responsible for submitting and signing a completed Notice of Terminations (NOT) form to the Department of Environmental Quality. The Contractor will be responsible for paying annual SWPPP permit renewal fees until the NOT is issued.

2. All permits required for dewatering of the site
3. All permits required for storm water discharge/erosion control
4. All permits required for underground excavation, including Missoula County excavation permits.
5. All permits required for the treatment plant buildings including State building, electrical, and plumbing.

SP-22 TEMPORARY PROJECT SIGNS

Construct and install a project sign in accordance with Section 00900: Funding Agency Special Provisions. The sign must acknowledge the Owner, the Department of Natural Resources (DNRC), State Revolving Fund (SRF), Treasure State Endowment Program (TSEP), Rural Development (RD), Water Resources Development Act (WRDA), and State and Tribal Assistance Grant (STAG). Submit a proposed sign design in accordance with the referenced conditions, and the Engineer will fill in the applicable dollar amounts on the submittal and make any other comments or corrections at that time.

No separate payment will be made for this work. The cost of furnishing and installing the signs will be included in the mobilization Bid Item for the base bid.

SP-23 EASEMENTS, CONSTRUCTION LIMITS, AND RIGHT-OF-WAY

Conduct construction operations within the easement, construction limits, and right-of-way limits. Obtain written permission from the adjoining private landowner prior to conducting any operations off the allowed easement. Take care to protect, preserve and/or replace objects and structures encountered within the confines of the easements and restore all disturbed areas restored to the original condition unless otherwise dictated in these specifications.

SP-24 SCHEDULING NOTICE TO PROCEEDS

The Contractor will have the option of Notice to Proceed (NTP) based on one of three scenarios.

- 1) Collection system project NTP will be issued within 70 days of the Wastewater Treatment Plant Project substantial completion. Substantial completion is anticipated to be 18 months after NTP of the Wastewater Treatment Plant Project. Sewer service connections will not be allowed to be completed until 60 days after the Wastewater Treatment plant project substantial completion is issued.
- 2) Collection system project NTP will be issued within a reasonable time after bidding the project. Once the collection mains, lift station, and forcemain work is completed, a shutdown will be issued. Sewer service connections will only be allowed to be stubbed to the property line until connections are completed. Work on the sewer services will not be allowed to start until 30 days after substantial completion of the Wastewater Treatment Plant project has been issued.
- 3) Collection system project NTP will be issued when the substantial completion of the Wastewater Treatment Plant project has been issued. Sewer service connections will not be allowed until 30 days after NTP is issued.

SP-25 WORKING HOURS

Regular working hours are defined as an eight-hour period (plus 1 hour lunch allotment) within the bounds of 7:00 AM and 6:00 PM. Work during other hours may be permitted following written approval of the Owner. Contractor shall provide the Engineer a request at least three (3) days prior to working other hours, or in excess of 8 hours per day. Engineer shall provide a response to the request within 24 hours of receipt. Emergency work may be done without prior permission.

SP-26 UNSCHEDULED EMPLOYMENT OF THE ENGINEER

Examples of damages for unscheduled employment of the Engineer that will be assessed against the Contractor include, but are not limited to:

- 1) The Contractor working beyond the specified contract time.
- 2) The Contractor working more than 8 hours per day, (or 40 hours per week if four ten hour shifts are run) or on Saturdays, Sundays, and Federal Holidays.
- 3) The Contractor utilizing material, supplies, or equipment that requires the redesign of the project.
- 4) The Contractor destroying or disturbing baselines benchmarks or reference stakes.
- 5) Failure of the Contractor to maintain acceptable as-built records.
- 6) The review of a fourth or subsequent submittal of a Shop Drawing, sample, or other item requiring approval.
- 7) Additional services required due to the Contractor's failure to pay subcontractors and/or suppliers.
- 8) Retests required by the Engineer of tests that have failed.
- 9) Additional construction administration required by the Engineer as a result of unacceptable work.

Damages for the unscheduled employment of the Engineer may be incurred by the following personnel and will be determined based on the following hourly rates:

Straight Time	
Project Manager	\$180.00/Hour
Project Engineer	\$120.00/Hour
Resident Project Representative (RPR)	\$120.00/Hour
RPR Overtime Rate	\$180.00/Hour
Project Administrator	\$120.00/Hour
Clerical	\$74.00/Hour
Mileage	\$ 0.65/Mile
Survey Crew	\$166.00/Hour
GPS Rental	\$400.00/Day
Nuclear Densometer	\$75.00/Day

The rates listed herein are subject to changes on January 1st of each year.

Out of pocket expenses for materials, equipment, supplies, transportation, lodging, and subsistence will be billed at cost plus ten percent. Damages for unscheduled employment of the Engineer will be deducted from monthly progress payments and the final payment as the damages are incurred. Damages for unscheduled employment of the Engineer are independent from liquidated damages for delay as described in the agreement.

SP-27 CONTRACTOR EMERGENCY CONTACT

Provide a primary and secondary 24-hour, 7-day a week emergency contact.

SP-28 NOXIOUS WEEDS

Comply with the County Noxious Weed Management Act, Title 7, Chapter 22, Part 21 and all county and contract noxious weed control requirements. Determine the specific noxious weed control requirements of each county where the project is located before submitting a bid. Equipment and vehicles will be washed prior to entering the project site to remove vegetation to avoid the spread of weeds. All costs incurred to meet noxious weed control requirements are incidental to other items of the contract.

SP-29 FIELD OFFICES

Maintain a suitable field office at the site, which will serve as headquarters for the project Superintendent. All communications, drawings, instructions, and other articles will be delivered to the Contractor's field office or to the Contractor's main office as appropriate. Communications delivered to either location will be deemed to have been delivered to the Contractor.

Maintain copies of record drawings, specifications, shop drawings, submittals, and all communications pertinent to the performance of the work at the field office and make them available to the Owner or Engineer for use at all times.

In addition to the Contractor's field office, provide a suitable field office within the Contractor's field office for the Resident Project Representative. The field office shall be weathertight, heated field office for use as a common facility by all personnel engaged in construction activities; of sufficient size to accommodate required office personnel and meetings of at Project site. Keep office clean and orderly. Furnish and equip offices as follows:

- Desk and four chairs, four-drawer file cabinet, a plan table, a plan rack, and bookcase.
- Provide a room of not less than 100 sq. ft. for Resident Engineer.
- Furnish room with desk, work table, two chairs, plan rack, and locking storage for surveying equipment.
- The Contractor shall pay all electrical and heating bills.
- Provide an electric heater and air conditioner with thermostat capable of maintaining a uniform indoor temperature of 68 deg F.
- Provide fluorescent light fixtures capable of maintaining average illumination of 20 fc at desk height.
- Provide two 110- to 120-V duplex outlets.

All electrical and heating bills for the field office are the responsibility of the contractor. No separate payment will be made for field offices. The cost of field offices will be included in the mobilization Bid Item for the base bid.

SP-30 TRACER WIRE

Jacketed #14 copper wire shall be used for detection wire with HDPE and PVC pipe. Jacketed #14 copper detection wire shall be installed on all water mains and sewer force mains. All spliced and repaired wire connections in the tracer wire system shall be made using solderless splice kits. No splices will be allowed for wire lengths less than 500 feet. All tracer wire shall be tested by the Contractor prior to final inspection. Contractor shall notify the Engineer 24 hours in advance of the testing.

No separate payment will be made for this work. The cost of furnishing and installing the tracer wire system shall be incidental to other appropriate bid items. See Section 01275: Measurement and Payment and the Drawings for more information.

SP-31 WAGE RATES

Pink Wage Rate Section, includes a Davis-Bacon Additional Classifications Process manual. This manual shall be used to determine any classification that is not included in the wage rate general decision. Any questions on this process shall be referred to Terry Campbell at the State Revolving Fund (SRF) program. He can be contacted at tcampbell@mt.gov. All questions regarding wage rates shall be submitted in writing.

SP-32 ACCEPTANCE OF M-4000 CONCRETE

Each lot of concrete is accepted or rejected based on the lot acceptance test strength and air content testing.

PAY FACTORS	
M-4000 CONCRETE	
LOT ACCEPTANCE STRENGTH, x psi	
STRENGTH, x (psi)	Strength Pay factor, PF
$x \geq 4000$	PF = 1.0
$4000 > x \geq 3500$	$PF = 1.0 - 0.15 (4000 - x) / 500$
$3500 > x \geq 2800$	$PF = 0.85 - 0.85 (3500 - x) / 700$
$2800 > x$	PF = 0, Remove and Replace

The Contractor may request acceptance of a lot at strength pay factors equal to or greater than 0.95 in lieu of approved corrective work or removal and replacement. Acceptance at strength pay factors lower than 0.95 instead of approved corrective work or removal and replacement will be on the Engineer's determination of the effects the defective lot will have on structural integrity and durability.

Concrete air content will be determined on the same sample used to make the compression test cylinders for acceptance. The lot acceptance air content is the average of the test results for the lot. In cases where the measured air content within a lot varies by more than 2.5 percentage points, a separate air content pay factor will be computed for each test result and the lot air content pay factor will be the average of the individual test result pay factors. The Pay Factor for each lot based on air content is determined by the Engineer. In addition to the air content pay factor, coating concrete with an approved penetrating epoxy sealer at no cost to the Owner will be required any time concrete having air content less than 3.5% for M-4000 concrete is allowed to remain in place.

Application of Multiple Pay Factors: The total Pay Factor for any lot will be the product of all of the individual pay factors. All pay factors will be rounded to the nearest hundredth.

SP-33 PROGRESS MEETINGS

The Engineer will schedule and conduct progress meetings at regular intervals to discuss the status of the project. The meetings will be conducted at the project site, unless otherwise indicated. The Engineer will prepare the meeting agenda and will distribute the agenda to all invited attendees.

In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

Engineer shall record significant discussions and agreements achieved and shall distribute the meeting minutes to everyone concerned.

SP-34 ZONE PAY

For the purposes of calculating zone pay for prevailing wage rates, it should be noted that the center of the project site is 53 miles from the Missoula County Courthouse in Missoula one-way, over the shortest practical maintained route.

SP-35 SERVICE REQUIREMENTS

Maintain wastewater flows throughout the project. The existing wastewater system shall not be disturbed until the tie-in of the new sewer service is in place. Septic tanks cannot be abandoned until the sewer service connection is made, tested, and accepted.

Do not interrupt water service except as approved by the Engineer.

The Contractor will be responsible for any damage that occurs to the Owner and/or customers on the system due to interruption of service. No additional compensation shall be allowed for installation of any measures required to continue service. These costs shall be distributed within appropriate Bid Items in the contract.

SP-36 ABANDON SEPTIC TANK IN-PLACE

Once a property is connected to sewer, existing septic tanks, seepage pits and cesspools must be located, pumped and crushed or filled in accordance with the Missoula City-county Health Code, Regulation 1. The septic tanks shall be pumped out by a DEQ licensed sewage disposal provider. The license shall be provided to the Owner prior to commencing any pumping. A copy of the pumping receipt shall be submitted to the onsite RPR. The tank shall then be properly abandoned in one of the following ways: a.) filled with sand, ¾" gravel, or other suitable material (concrete slurry); b.) broken into pieces with the resultant hole being filled with suitable material; or c.) removed, with the resultant hole being filled with suitable material.

SP-37 VACANT LOTS

All vacant lots shall get a sewer service stub out to the property line. Stub out locations are not shown on the drawings and will be determined in the field by the Engineer.

SP-38 SEWER SERVICE SITE REHABILITATION

All sewer services will be backfilled to match the existing conditions. A minimum of 2-inches of topsoil shall be replaced. Gravel, sidewalks, trees, etc. do not need to be replaced on sewer service trenches within 5-feet either side of the center of pipe.

SP-39 ENVIRONMENTAL CONSIDERATIONS

Follow guidelines in the Biological Assessment for construction activities to prevent interactions with Grizzly Bears. The Biological Assessment is included in [Appendix D](#).

Ensure that any groundwater discharge does not elevate the temperatures in Morrell Creek and that water quality in Morrell Creek is not degraded. Contractor shall measure temperature in Morrell Creek a minimum of 48 hours prior to any discharge and continue to monitor during discharge. If the temperature or water quality change, discharge must cease immediately.

SP-40 PREINSTALLATION CONFERENCE

A pre-installation conference is required prior to each major work item being performed. Work items that will require a conference include, but are not limited to lift station installation, start of pipe work, and start of sewer service work. The Engineer may request a pre-installation conference for any item of work associated with the project.

At each meeting, the work plan will be discussed with all applicable parties. Subcontractors performing any work shall be present as well as the General Contractor. Specifications, submittals, materials, safety, and testing shall be discussed at a minimum.

END OF SECTION