

CONTRACT MANUAL

CONTRACT FORMS AND CONDITIONS OF THE CONTRACT

City of Missoula, Montana

Playfair Park Tennis Court Reconstruction

Prepared by:
City of Missoula
Parks & Recreation Department
100 Hickory St.
Missoula, MT 59801

BID SET
May 9, 2022

Final



THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO THE MONTANA "UNIFORM ARBITRATION ACT" MONTANA CODE ANNOTATED, CHAPTER 27-5-111 ET. SEQ.

PLAYFAIR TENNIS COURT RECONSTRUCTION

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Playfair Park Tennis Court Reconstruction (half size 17 x 11)

~~Full size (34 x 22) is available through Missoula Plans Exchange and Quest CDN.~~

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TECHNICAL SPECIFICATIONS

~~Section – 32 1216 PAVING~~

TYPE C MIX, CITY OF MISSOULA PARKS
AND RECREATION DESIGN MANUAL 2018

~~Section – 32 1307 COURT SURFACING~~

REVISED TO LAYKOLD FROM PLEXIPAVE

Section – 32 1331 FENCING

**SECTION 00100
INVITATION TO BID**

Notice is hereby given that electronic bids for the reconstruction of Playfair tennis courts located at 3001 Bancroft Street, Missoula, MT. 59801 will be received until 3:30 p.m., local time, on Tuesday, June 7, 2022. The bids will then be publicly opened and read aloud digitally from the City of Missoula, via Teams Meeting. A link to the TEAMS Meeting will be sent to all plan holders.

TEAMS Meeting Call in (audio only)

[+1 323-694-9789](tel:+13236949789), [940116794#](tel:+1940116794) United States, Los Angeles

Phone Conference ID: 940 116 794#

The project is funded by the City of Missoula Park District and is subject to all applicable federal, state and local regulations as indicated within the project manual. Notice to proceed is flexible with the latest completion date of October 28, 2022

The work generally provides for reconstruction and expansion of one, 12-bay tennis court and includes: demolition, excavation, placement of fill, grading, compaction, asphalt paving, miscellaneous concrete flat work, fencing, installation of tennis infrastructure, striping and associated work in accordance with the Plans and Specifications.

The City will only accept online electronic bids through QuestCDN www.questcdn.com. Prospective Bidders must purchase contract documents through QuestCDN. Electronic plan download and electronic bidding can be completed through QuestCDN for a fee of \$30.00.

Prospective bidders will need the seven-digit **QuestCDN project number (8198066)** to locate the job on the QuestCDN website search page. To access the electronic bid form, download the project documents and click the online bidding button at the top of the advertisement. Bids will not be accepted from any prospective bidder who has not purchased contract documents through QuestCDN. Further information for electronic bidding is included within the Instructions to Bidders within the project manual.

Plans and specifications may be examined beginning May 9, 2022 through QuestCDN. The City of Missoula portal to QuestCDN is located on the City of Missoula website at <http://www.ci.missoula.mt.us/bids>, and selecting e-bidding. A page will open that allows free viewing of the project and plan holders list. Contract Documents may also be reviewed at the Missoula Plans Exchange (406) 549-5002.

Each bid or proposal must be accompanied by a Bid Bond (uploaded via QuestCDN) payable to the City of Missoula, in an amount not less than ten percent (10%) of the total amount of the bid. Successful Bidders shall furnish approved Performance and Payment Bonds each in the amount of one hundred percent (100%) of the contract amount, along with required Insurance coverage.

The contractor and any of the contractor's subcontractors doing work on this project will be required to obtain registration with the Montana Department of Labor and Industry (DLI) except as listed in MCA 39-9-211. Information on registration can be obtained from the Department of Labor and Industry by calling 1-406-444-7734. Successful contractors and vendors are further required to comply with City of Missoula Business Licensing requirements.

There will be an optional Pre-Bid Conference for interested bidders at 10:00 A.M. local time on Thursday, May 20, 2022. This meeting will be held in person at the City Parks and Recreation Office, Operations Conference Room, 100 Hickory St, Missoula, Montana 59801.

Questions regarding the project manual, drawings and specifications shall be directed to the Project Manager: David Selvage at 100 Hickory, Missoula, MT 59801 via phone at (406) 552-6252 or email at selvaged@ci.missoula.mt.us. Questions submitted after 12:00 p.m. (noon), local time, on June 3, 2022, are not guaranteed to be answered before the bid due date and time.

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The contractor and any subcontractor performing work on the project shall not pay less than the minimum standard prevailing wages for each work classification, which shall be the Montana Prevailing Wage Rates as stipulated within the project manual.

City of Missoula is an Equal Opportunity Employer. The Contractor(s) is required to be an Equal Opportunity Employer and must comply with the City of Missoula's Affirmative Action Policy.

The contractor must ensure that employees and applicants for employment are not discriminated against on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status or sexual orientation, gender identity or expression, except where these criteria are reasonable bona fide occupational qualifications.

The City of Missoula provides accommodations for any known disability that may interfere with a person's ability to participate in any service, program, or activity of the City. To request accommodation, please contact the City Clerk's Office at (406) 552-6079.

The City of Missoula reserves the right to waive informalities, to reject any and all bids, and, if all bids are rejected, to re-advertise under the same or new specifications, or to make such an award as in the judgment of its officials best meets the Agency's requirements.

Any objections to published specifications must be filed in written form with the City Clerk prior to bid opening.

Bid announcements and bid results are posted on the city's website at www.ci.missoula.mt.us/bids and on the City of Missoula's QuestCDN webpage.

Martha L. Rehbein, CMC City Clerk

PUBLICATION NOTICE DATES (Missoulia): **May 8, 2022**
May 15, 2022

END OF SECTION

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**SECTION 00110
NOTICE OF AWARD**

Dated _____, 20____

TO: _____
(Bidder)

ADDRESS: _____

PROJECT _____

OWNER'S CONTRACT NO. _____

CONTRACT FOR _____
(Insert name of Contract as it appears in the Bidding Documents)

You are notified that your Bid dated _____, 2022, for the above Contract has been considered. You are the apparent successful bidder and have been awarded a Contract for _____

(Indicate total Work, alternates or sections of Work awarded)

The Contract Price of your contract is _____ Dollars (\$_____).

_____ copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by _____, 22022.

1. Deliver to the OWNER, _____ fully executed counterpart(s) of the Contract Documents. [Each of the Contract Documents must bear your signature on (_____)].
2. Deliver with the executed Contract Documents, the Contract security (Bonds) as specified in the Instructions to Bidders (Article 20), [and] General Conditions (paragraph 5.01) [and Supplementary Conditions (paragraph SC-5.01).]

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3. (List other conditions precedent).

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

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

(OWNER)

By

(AUTHORIZED SIGNATURE)

(TITLE)

Copy to Project Manager

END OF SECTION

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SECTION 00120
NOTICE TO PROCEED

DATED _____, 20__

TO: _____
(Contractor)

ADDRESS: _____

OWNER'S PROJECT NO. _____
PROJECT _____
OWNER'S CONTRACT NO. _____
CONTRACT FOR _____

You are notified that the Contract Time under the above contract will commence to run on _____, _____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Contract Documents, the date of Substantial Completion is _____.

Before you may start any Work at the site, Paragraph 2.01.B of the General Conditions provides that you must deliver to the OWNER (with copies to Project Manager) certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start Work at the site, you must:

Copy to _____

(OWNER)

By _____
(AUTHORIZED SIGNATURE)

(TITLE)

END OF SECTION

**SECTION 00200
INSTRUCTIONS TO BIDDERS**

ARTICLE 1 - DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and the Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:
- A. "Bidder" – The individual or entity who submits a Bid directly to OWNER.
 - B. "Issuing Office" – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
 - C. "Successful Bidder" – The lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluations as hereinafter provided) makes an award.

ARTICLE 2 - BIDDING DOCUMENTS – ELECTRONIC BIDDING

- 2.1 The City of Missoula requires bidders submit electronic bids as prescribed on the City's electronic bidding site, **www.questcdn.com**. Prospective Bidders must purchase contract documents through QuestCDN. QuestCDN is a web-based platform for construction project advertisements, bid documents distribution and plan holders. Prospective bidders will need the seven-digit QuestCDN project number (**8198066**) to locate the job on the QuestCDN website search page. Bids will not be accepted from any prospective bidder who has not purchased contract documents through QuestCDN.

Obtaining bidding documents and submitting a bid:

- A. Proceed to the City of Missoula web site www.ci.missoula.mt.us/bids, click on the "e-bidding site". You then will be directed to the City's QuestCDN electronic bidding project list.
- B. Select the project listed in this advertisement from the list of projects. Prospective bidders may view the bid documents at no cost under 'view bid documents'. To be considered a plan holder, you must register for a free membership on QuestCDN and download the contract documents in digital form under 'download bid documents'. There is a non-refundable fee of \$15.00 to download the documents. Planholders that wish to bid the project, will be required to pay an additional non-refundable fee of \$15.00.
- C. You will be asked to sign into your account or create a free QuestCDN account by clicking the 'join' link. Contact QuestCDN at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading the project and vbid online bid submittal.
- D. The QuestCDN ebiddoc number for this project is: **8198066**

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- E. To access the bid form, click the online bidding button at the top of bid advertisement. The on-line bid button will be available when the project is published and open for bidding.
 - F. All addendums will be issued through the City's QuestCDN electronic bidding site. You must download the bid documents as a plan holder and receive any addenda. It is the sole responsibility of the contractor, subcontractor, vendor and/or any individual and/or corporation to review all addendums twenty-four (24) hours prior to bid.
 - G. Bidders will be required to acknowledge Addendum (by downloading) through the QuestCDN online bidding system in order to submit a bid.
- 2.2 The Bidding Documents include reference, amendments, and supplements to the Montana Public Works Standard Specifications (MPWSS), Sixth Edition, April 2010, including all addenda. Copies of the MPWSS may be obtained by contacting the Montana Contractors' Association, Inc., located at 1717 11th Ave, P.O. Box 4519, Helena, MT 59604, Phone: (406) 442-4162, Fax: (406) 449-3199.

ARTICLE 3 - QUALIFICATION OF BIDDERS

- 3.1 Contractors bidding on this project shall have at least one (1) American Concrete Institute (ACI) Certified Flatwork Finisher available, on-site at all times during placement and finishing, on any/all public infrastructure concrete such as curb and gutter, sidewalk, approaches, medians, bus stops, etc. within the City of Missoula. The Bid Proposal or Bid Form includes a location to identify, at minimum one of the bidders' ACI Certified Flatwork Finishers' name and Certification ID No. All certifications shall be verified to assure they are current. Bidders not providing, at minimum one name and Certification ID No. of the ACI Certified Flatwork Finisher to be on site during construction shall be considered non-responsive and rejected.

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA & SITE

4.1 Underground Facilities

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to the Owner and the Project Manager by owners of such Underground Facilities, including the Owner, or others. The Owner and the Project Manager do not assume responsibility for the accuracy or completeness thereof unless expressly provided otherwise elsewhere.

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

- A. Examine and carefully study the Bidding Documents including any Addenda and the other related data identified in the Bidding Documents;
- B. Visit the Site and become familiar with and satisfy the Bidder 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, water, power, roads, climactic conditions and seasons, physical conditions at the work Sites and project area as a whole, job site topography and ground conditions, equipment and facilities needed preliminary to and during work prosecution;

- C. Become familiar with and satisfy Bidder as to all Federal, State and Local Laws and Regulations that may affect cost, progress, or performance of the Work;
- D. Promptly give the Project Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by the Project Manager is acceptable to the Bidders; and
- E. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

- 4.3 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences or procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given the Project Manager written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in Bidding Documents and the written resolutions thereof by the Project Manager are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

- 5.1 **There will be an optional Pre-Bid Conference for interested bidders at 10:00 A.M. local time on Thursday, May 20, 2022.** The meeting will be held in person at the City Parks and Recreation Office, Operations Conference Room, 100 Hickory St, Missoula, Montana 59801. Oral statements will not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SITE AND OTHER AREAS

- 6.1 The site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by the Contractor.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

- 7.1 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Project Manager in writing. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Project Manager as having received the Bidding Documents. Questions received after the date and time listed in the Invitation to

Bid may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 7.2 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by the Owner or the Project Manager.
- 7.3 Any addenda issued during the time of bidding, or forming a part of the Contract Documents loaned to the Bidder for the preparation of his proposal, shall be covered in the Bid and shall be made a part of the Agreement. Receipt of each addendum shall be acknowledged in the Bid Form. Any Bid in which all issued addenda are not acknowledged will be considered incomplete, non-responsive, and will not be read.

ARTICLE 8 - BID SECURITY

- 8.1 A Bid must be accompanied by Bid Security made payable to the Owner in an amount of ten percent (10%) of Bidder's maximum Bid price and in the form of cash, a cashier's check, certified check, bank money order, or bank draft, in any case drawn and issued by a national banking association located in Montana or by any banking corporation incorporated under the laws of Montana; or a Bid Bond (on a form attached if a form is prescribed) issued by a surety authorized to do business in Montana meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.
- 8.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents and furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within fifteen (15) days after the Notice of Award, the Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earlier of seven (7) days after the Effective Date of the Agreement or sixty-one (61) days after the Bid opening, whereupon Bid Security furnished by such Bidders will be returned.
- 8.3 Bid security of other Bidders whom the Owner believes do not have a reasonable chance of receiving the award will be returned within fourteen (14) days after Bid opening.

ARTICLE 9 - CONTRACT TIMES

- 9.1 The number of days within which, or the dates by which, the Work is to be (a) Substantially Completed and (b) also completed and ready for final payment are set forth in the Bid Form and the Agreement Form.

ARTICLE 10 - LIQUIDATED DAMAGES

- 10.1 Provisions for liquidated damages, if any, are set forth in the Agreement Form.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.1 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by the Contractor if acceptable to the Project Manager, application for such acceptance will not be considered by the Project Manager until after the Effective Date of the Agreement. The procedure for submission of any such application by the Contractor and consideration by the Project Manager is set forth in Paragraphs 6.05 of the General Conditions and may be supplemented in the General Requirements or Special Provisions.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.1 If the Special Provisions require or the Owner would request the identity of certain Subcontractors, Suppliers, individuals or entities to be submitted to the Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five (5) days after Bid opening submit to the Owner a list of all such Subcontractors, Suppliers, individuals or entities proposed for those portions of the Work for which such identification is required. 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, individual, or entity if requested by the Owner. If the Owner or the Project Manager after due investigation has reasonable objection to any proposed Subcontractor, Supplier, individual or entity the Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.
- 12.2 If the apparent Successful Bidder declines to make any such substitution, the Owner may determine such Bidder to be non-responsive and reject the Bid. Declining to make requested substitution will not constitute grounds for forfeiture of the Bid Security of any Bidder. Any Subcontractor, Supplier, individual or entity so listed and against which the Owner and the Project Manager makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to the Owner and the Project Manager subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.
- 12.3 The Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom the Contractor has reasonable objection.

ARTICLE 13 - PREPARATION OF BID

- 13.1 The Bid Form sample is included with the Bidding Documents, Section 00300. The Bid Worksheet shall be completed through QuestCDN. Along with the Bid Worksheets, Contractor's shall print pages 4 and 5 of the bid form, execute, scan, and upload this document. Contractors shall also upload their executed Bid Bond. Contractor shall also execute and upload the required documents contained within Article 7.01 of the Bid Form. Bids shall be strictly in accordance with the prescribed form. Any modifications thereof or deviations there from may be considered as sufficient cause for rejection. Bids carrying riders or qualifications to the Bid being submitted may be rejected as irregular.
- 13.2 All blanks on the Bid Worksheet shall be completed.
- 13.3 Bids by a corporation must be executed in the corporate name by the president or a vice-president or other corporate officer who is authorized to bind the corporation, and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature. The Bid of a corporation which is signed by a person other than a corporate officer must be accompanied by a Power of Attorney showing that person's authority.
- 13.4 A Bid by a partnership shall be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

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- 13.5 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
- 13.6 A Bid by an individual shall show the Bidder's name and official address.
- 13.7 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature.
- 13.8 All signatures are to be in ink and names must be typed or printed below the signature. The title of the person(s) executing the bid shall be clearly indicated beneath the signature.
- 13.9 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form). Bids in which all issued addenda are not acknowledged will be considered incomplete, non-responsive, and will not be read.
- 13.10 The address and telephone number for communications regarding the Bid must be shown.
- 13.11 Current Montana Contractor's registration number must be shown.

ARTICLE 14 - BASIS OF BID; EVALUATION OF BIDS

14.1 Bids

- A. Bidders shall submit a Bid on a unit price and/or lump sum basis for each item of Work listed in the Bid Worksheet. The Bid will not be considered unless the Bid Worksheet contains all Unit Prices or lump sum, and alternates as shown on the Bid Form.
- B. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit price 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.

ARTICLE 15 - SUBMITTAL OF BID

15.1 Each prospective Bidder must register with QuestCDN as indicated in Article 2. The Bid Worksheet is to be completed through QuestCDN and submitted with the Bid security along with the following additional documents:

- A. Bid Security (Section 00430 of the Project Manual.)
- B. Page 4 of Section 00300 Addenda acknowledgement and Signature Page.
- C. Page 5 of Section 00300 – Information Required of Bidder.

15.2 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Invitation to Bid.

15.3

- A. The Bid will not be considered unless accompanied by proper Bid Security in accordance with Article 8 of these Instructions to Bidders.
- B. Alternative Bids will not be considered unless called for.
- C. Bids by telephone, teletype, fax or other telecommunication systems will not be considered.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BIDS

16.1 Bids may be modified or withdrawn by an appropriate document duly executed in the 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 as called for in the Invitation to Bid. Requests for modification or withdrawal must be written and must be signed in the same manner and by the same person(s) who signed the Bid.

16.2 If, within 24 hours after Bids are opened any Bidder files a duly signed written notice with the Owner and promptly thereafter demonstrates to the reasonable satisfaction of the 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 or negotiated, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 - OPENING OF BIDS

17.1 Bids will be opened at the time set for opening in the 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

18.1 All Bids will remain subject to acceptance for ninety (90) days after the day of the Bid opening, but the Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 - AWARD OF CONTRACT

- 19.1 The Owner reserves the right to reject any and all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. The Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. The Owner also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. The Owner reserves the right to reject the Bid of any Bidder if the Owner believes it would not be in the best interest of the Project to make an award to that Bidder whether because Bid is not responsive or the Bidder is unqualified, does not meet the performance criteria, or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner.
- 19.2 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of the Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.3 In evaluating Bids, the 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 to Proceed.
- 19.4 In evaluating Bidders, the Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Special Provisions.
- 19.5 The Owner may conduct such investigations as the Owner deems necessary to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals or entities to perform the Work in accordance with the Contract Documents.
- 19.6 If the Contract is to be awarded, the Owner will award the Contract to the responsible Bidder whose Bid, conforming with all material terms and conditions of the Bidding Documents, is lowest price, in the best interest of the Project, and other factors considered. The Owner reserves the right to accept or reject the Bids, or portions of Bids if denoted in the Bid as separate schedules, and to award more than one Bid or schedule for the same Bid if any of the aforementioned combination of Bids or schedules will be in the best interest of the Owner.
- 19.7 The Owner reserves the right to cancel the award of any Agreement at any time before the complete execution of said Agreement by all parties without any liability against the Owner. Without limiting the foregoing, it is expressly stated that final award of the Contract is contingent upon securing appropriate financing.

ARTICLE 20 - CONTRACT SECURITY

- 20.1 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth the Owner's requirements as to Performance Bond, Payment Bond, and certificates of insurance. When the Successful Bidder delivers the executed Agreement to the Owner, it must be accompanied by such Bonds and insurance.

ARTICLE 21 - SIGNING OF AGREEMENT

- 21.1 When the Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within fifteen (15) days thereafter, Successful Bidder shall sign and deliver (at least five (5) counterparts of) the Agreement and attached documents to the Owner with the required Bonds and certificate of insurance verifying compliance with insurance requirements of the Contract and/or any statutes or ordinances. Within fifteen (15) days thereafter the Owner shall deliver at least one fully signed counterpart to Successful Bidder with a complete set of the Drawings and Specifications.

ARTICLE 22 - STATE LAWS AND REGULATIONS

- 22.1 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, employment preference to Montana contractors and Montana residents, special fuel user requirements, and gross receipts tax. The Contractor must also comply with all applicable state and federal occupational disease and health and safety laws and regulations.

ARTICLE 23 - NON-COLLUSION

- 23.1 The firm or individual submitting this proposal has not by or through any of its officers, partners, owners, or any other person associated therewith, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this project, and is not financially interested in or otherwise affiliated in a business way with any other Bidder on this project.

ARTICLE 24 - PRECONSTRUCTION CONFERENCE

- 24.1 Prior to the start of construction, the Owner, Project Manager, Contractor, and other interested parties will meet to review the project, the schedule, and related items of the work or contract administration.

ARTICLE 25 - CONTRACTOR'S REGISTRATION AND WORKER'S COMPENSATION REQUIREMENTS

- 25.1 Montana law requires all Contractors to register with the Department of Labor prior to submitting their bid. Forms for registration are available from the Department of Labor and Industry, P.O. Box 8011, 1805 Prospect Ave., Helena, Montana 59604-8011. Information on registration can be obtained by calling 1-406-444-7734. All laborers and mechanics employed by CONTRACTOR or subcontractors in performance of the construction work shall be paid wages at rates as may be required by Federal Law. The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

Registration forms and additional information may be obtained by contacting the Montana Department of Labor and Industry, 1805 Prospect Ave., P.O. Box 8011, Helena, MT 59604-8011, or by calling 406-444-0563.

The Contractor must provide certification that workers' compensation insurance will be maintained as required by the Montana Workers' Compensation Act (39-71-101 MCA).

ARTICLE 26 - GROSS RECEIPTS TAX

- 26.1 Pursuant to Section 15-50-206(2)(3), MCA, the governmental agency issuing the contract is required to withhold 1% of all payments due the Contractor and is required to transmit such moneys to the Montana Department of Revenue as part of the public Contractor's license fee. In like fashion, the Contractor is required to withhold 1% from payments to subcontractors.

ARTICLE 27 - TIME FOR BEGINNING WORK AND COMPLETION OF WORK

- 27.1 The construction period for the work is based on calendar days stipulated in the contract documents. The Contractor will be issued a written "Notice to Proceed" following the "Notice of Award" and review and approval of the contract, contract bonds and insurance certificate. Construction calendar day's number one (1) shall be the day stated in the "Notice to Proceed." The project shall be completed within the calendar days stipulated in the contract documents.

ARTICLE 28 - CITY OF MISSOULA LICENSE AND BOND REQUIREMENTS

- 28.1 Any Contractors engaged in public work in the City of Missoula's area of jurisdiction are required to have a license from the City of Missoula based upon the nature of the work. A bond is also required for each type of work in the City of Missoula's area of jurisdiction. Licenses are obtainable at the office of the City Treasurer, City Hall, Missoula, Montana.

ARTICLE 29 - AFFIRMATIVE ACTION POLICY

- 29.1 Contractors, subcontractors and other firms doing business with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action Plan, and Title 49 M.C.A. entitled "Human Rights" or forfeit the right to continue such business dealings.

The City's Affirmative Action Policy Statement is:

The Mayor of the City of Missoula or the Mayor's designee may adopt an affirmative action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status or sexual orientation, gender identity or expression, except where these criteria are reasonable bona fide occupational qualifications. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate equal employment opportunity for all present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all human resource actions are administered on the basis of job necessity.

Specific responsibility for developing, implementing, monitoring and reporting are assigned to the City Personnel staff under the supervision and direction of the Chief Administrative Officer and the Mayor.

It is the policy of the City of Missoula to eliminate any practice or procedure that discriminates illegally or has an adverse impact on an "affected" class. Equal opportunity shall be provided for all City employees during their terms of employment. All applicants for City employment shall be employed on the basis of their qualifications and abilities.

The City of Missoula, where practical, shall utilize minority owned enterprises and shall ensure that subcontractors and vendors comply with this policy. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees, program participants, trainees and applicants.

ARTICLE 30 – NON-DISCRIMINATION

- 30.1 All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status or sexual orientation, gender identity or expression, except where these criteria are reasonable bona fide occupational qualifications.

ARTICLE 31 - NOTICE OF APPROVAL OF PAYMENT REQUEST PROVISION

- 31.1 These Contract Documents and this Contract allows the OWNER to review and approve each CONTRACTOR's periodic payment request within thirty (30) days after the request is received by the OWNER.

ARTICLE 32 - NOTICE OF EXTENDED PAYMENT PROVISION

- 32.1 These Contract Documents and this Contract allow the OWNER to make periodic payments within thirty (30) days after the OWNER's approval of each periodic payment request.

ARTICLE 33 – CERTIFIED FLATWORK FINISHER

- 33.1 Contractors bidding on this project shall have at least one (1) American Concrete Institute (ACI) Certified Flatwork Finisher available, on-site at all times during placement and finishing, on any/all public infrastructure concrete such as curb and gutter, sidewalk, medians, approaches, bus stops, etc. within the City of Missoula.

ARTICLE 34 – STATE REVOLVING FUND REQUIREMENTS

- 34.1 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.

ARTICLE 35 – EQUAL EMPLOYMENT OPPORTUNITY

- 35.1 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 36 – DISADVANTAGE BUSINESS ENTERPRISES (not used)

ARTICLE 37 - DEBARMENT CERTIFICATION (not used)

ARTICLE 38 - COMPLIANCE WITH WAGE RATE REQUIREMENTS

38.1 BIDDER'S attention is directed to ARTICLE 1.5.7 [Wage Determination] of Section 00900 with respect to wage rates. 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 Montana Prevailing Wage Rates as appended.

ARTICLE 39 - AMERICAN IRON AND STEEL (AIS) REQUIREMENTS (Not used)

END OF SECTION

**SECTION 00300
BID FORM**

PROJECT IDENTIFICATION:

**PLAYFAIR TENNIS COURT RENCONSTRUCTION
3001 Bancroft Street
Missoula, Montana 59801**

CONTRACT IDENTIFICATION AND NUMBER:

**Playfair Tennis Court Reconstruction
City of Missoula
City Project Number: PKR-2022-04 VAR**

THIS BID SUBMITTED TO:

**City of Missoula (Electronically via QuestCDN)
City Clerk's Office, 435 Pymat Street, Missoula, MT 59802**

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

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid, and Instruction to Bidders, including without limitations those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged on Page 4 of this document.
- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

PLAYFAIR TENNIS COURT RECONSTRUCTION

- NOT USED**
- D. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
 - E. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the time(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
 - F. Bidder is aware of the general nature of the Work to be performed by the Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - H. Bidder has given the Project Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by the Project Manager is acceptable to Bidder.
 - I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the Owner.

The BIDDER certifies that no official of the Owner, Project Manager, or any member of such official's immediate family, has direct or indirect interest in the pecuniary profits or Contracts of the BIDDER.

5.01 The Bidder will complete the Work in accordance with the Contract Documents for the prices listed on the Bid Schedule (Bid Worksheet). The Bid Worksheet will be filled out and submitted electronically through the QuestCDN system as detailed in Section 00200 in the Instructions to Bidders.

NOTE: 1% Montana Gross Receipts Tax shall be included in Unit Prices submitted in the Bid Worksheet.

NOTE: A sample bid worksheet is included at the end of this Section 00300 for Bidder's information only.

CONTRACT TIME (As defined in the Agreement)

Notice to Proceed will be flexible, with the latest completion date of October 28, 2022

- A. Unit Prices have been computed in accordance with Paragraph 11.03.B. of the General Conditions.
- B. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.
- C. The undersigned agrees that the unit prices shall govern in checking the Bid, and should a discrepancy exist in the Total Estimated Price and Total Amount of Unit Prices Bids listed above after extensions are checked and corrections made, if any, the Total Amount of Unit Prices Bid as corrected shall be used in awarding this Contract.
- D. The Owner reserves the right to reject any or all bids, and accept the bid in the best interest of the Owner.

6.01 Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement (Section 00500).

7.01 The following documents are attached to and made a condition of the Bid:

- A. **Contractors shall execute their Bid Bond, in the amount of 10% of the maximum Bid Price, and upload their bond with their bid through QuestCDN.**
- B. **Contractor shall print the last two pages of this Bid Form (Page 4 and 5), to include Addenda acknowledgement and signature page, and the Information Required of Bidder form and upload with their bid through QuestCDN.**

PLAYFAIR TENNIS COURT RECONSTRUCTION

- C. Contractor shall execute the Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form and upload with their Bid.**

8.01 The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions to Bidders, General Conditions, and the Supplementary Conditions.

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged the following Addenda:

Addendum No.

Addendum Date

9.01 Bid Submittal – SIGNATURE PAGE

BIDDER: *[indicate correct name of bidding entity]*

By:

[Signature] _____

[Printed name] _____

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

**BID FORM
INFORMATION REQUIRED OF BIDDER
GENERAL INFORMATION**

The bidder shall furnish the following information. Failure to comply with this requirement will render the Bid non-responsive and may cause its rejection.

(1) Contractor's name, address, and telephone number:

(2) Montana Contractor' Registration Number: _____

(3) Tax ID Number: _____

(4) ACI Certified Concrete Flatwork Finisher for Project:

NAME: _____ Certification ID #: _____

(5) Number of years as a contractor in construction work of this type: _____
List 3 or more projects of similar scope and complexity as this project completed over the last 5 years:

(6) Name of person who inspected sites of proposed work for your firm:

NAME: _____ Date of Inspection: _____

(7) Name, address and telephone number of surety company and agent who will provide the required bonds on this contract:

END OF SECTION 00300

PLAYFAIR TENNIS COURT RECONSTRUCTION

ATTACHMENT A – SAMPLE BID WORKSHEET

Contractor:

ate:

Completed by:

Quest CDN Project Bid Number: 8183585

Project A - Bonner Park Sport Court - BID Sheet

Date: 2022.04.13

No.	Activity	Quantity	Unit	Unit Cost	Unit Cost - Lump Sum	Notes
1.0	General Conditions					
1.1	Temporary Traffic Control	1	LS			
	Sub Total					
2.0	Civil & Park					
2.1	Temporary Construction Fencing	326	LF			
2.2	Temporay Construction Access	1	LS			
2.3	Demo - Remove Existing Bituminous Sport Court and Infrastructure	3,520	SF			2 Basketball Stations
2.4	Demo - Clearing and Grubbing	575	SF			
2.5	Trillurain or Approved Equal	3,520	SF			
2.6	Irrigation Sleeve	1	LS			
2.7	4" Concrete Sidewalk	40	SF			
2.8	Excavation	7	CY			
2.9	3/4" Minus Crushed Aggregate		CY			
2.10	Sport Court - Type C Bituminous Pavement (3,520 Sq. Ft.)	6	TON			
2.11	Contractor Installed - Owner Provided Basketball Station		EA			
2.12	Pavement Markings - Water Based Court Striping	1	LS			
	Sub Total					
	Total					
3.0	Bid All					
1A	Pavement Markings - Epoxy Based Court Striping	1	LS			

SECTION 00430 - BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name—Include Location*):

BOND

Bond Number:

Date:

Penal sum

\$

(Words)

(Figures)

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

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

By:

Signature

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Attest:

Signature

Signature

Title

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

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

**SECTION 00500
AGREEMENT FORM**

This Agreement is dated as of the _____ day of _____ in the year 2022, by and between the City of Missoula, hereinafter called "Owner" and _____, hereinafter called the Contractor. The Owner and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

1.01 The Contractor shall complete all Work as specified or indicated in the Contract Documents, as generally described in the Invitation to Bid and detailed within the Contract Documents.

Article 2. THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

SPORT COURT RECONSTRUCTION
Playfair Park Tennis Court
City of Missoula Project number: PKR 2022-04 VAR

Article 3. CONTRACT TIME

4.01 Time of the Essence

A. All the time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to achieve Substantial Completion

A. The Contract Time, specified in number of Calendar days, is: **130 Calendar Days based on a June 20, 2022 start date (subject to a Notice To Proceed) with a completion required date no later than October 28, 2022)**

- B. The Work will be substantially complete, as defined within the Special Provisions, within the number of days (as specified above) after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions.

4.03 Liquidated Damages (NOT USED)

Article 5. CONTRACT PRICE

5.01 The Owner shall pay the Contractor for completion of the work in accordance with the Contract Documents an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item that is constructed and accepted. Unit prices are those listed in the Unit Price Schedule of the Bid Form, Section 00.00. Estimated quantities used for bidding purposes are not guaranteed, payment will be for actual quantities as determined by the Project Manager or the Owner in accordance with Article 5.07 of the General Conditions. Unit prices have been computed as provided in paragraph 1.03 of the General Conditions.

Article 6. PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. The Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the Project Manager as provided in the Contract Documents.

6.02 Progress Payments; Retainage

- A. The Owner shall make progress payments in accordance with Article 14 of the General Conditions on account of the Contract Price on the basis of the Contractor's Applications for Payment as recommended by the Project Manager, once each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the number of units of each bid item completed times the bid unit price in the Unit Price Schedule of the Bid Form for that item.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the sum of the unit price items less the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as the Project Manager may determine or the Owner may withhold, in accordance with paragraph 14.02 of the General Conditions.

- a. The Owner shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents.
 - b. Retainage will be five percent (5%) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to the Owner as provided in paragraph 14.02 of the General Conditions).
2. Upon Substantial Completion and at the Owner's discretion, the amount of retainage may be further reduced if requested by the Contractor.
 3. Each application for payment shall be accompanied by an executed lien release form from the General Contractor. Upon request and prior to issuing final payment of the project, lien releases must be received from any Subcontractor and Supplier performing work on the project. Lien release shall be in a format acceptable to the Owner.

6.03 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, the Owner shall pay the remainder of the Contract Price as recommended by the Project Manager as provided in said paragraph 14.07.

Article 7. INTEREST

7.01 Not used. (Interest not allowed on unpaid balance.)

Article 8. CONTRACTOR'S REPRESENTATION

- 8.01 In order to induce the Owner to enter into this Agreement, the Contractor makes the following representations:
- A. The Contractor has examined and carefully studied the Contract Documents (including all Addenda) listed in paragraph 9 and the other related data identified in the Bidding Documents.
 - B. The Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
 - C. The Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
 - D. The Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Provisions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions. The Contractor acknowledges that such reports and drawings are not

Contract Documents and may not be complete for the Contractor's purposes. The Contractor acknowledges that the Owner and the Project Manager do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

- E. The Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by the Contractor including applying the specific means, methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract Documents to be employed by the Contractor, and safety precautions and programs incident thereto.
- F. The Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- G. The Contractor is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- H. The Contractor has correlated the information known to The Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- I. The Contractor has given PROJECT MANAGER written notice of all conflicts, errors, ambiguities or discrepancies that The Contractor has discovered in the Contract Documents and the written resolution thereof by PROJECT MANAGER is acceptable to the Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 9. CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. Invitation to Bid (page 1 to 2, inclusive);
 - 2. Notice of Award (page 1 to 1; inclusive);
 - 3. Notice to Proceed (page 1 to 1; inclusive);
 - 4. Instructions to Bidders (pages 1 to 15, inclusive);

5. Bid Form (pages 1 to 6, inclusive);
6. This Agreement (pages 1 to 8, inclusive);
7. Performance Bond (pages 1 to 2, inclusive);
8. Payment Bond (pages 1 to 2, inclusive);
9. General Conditions (pages 1 to 68, inclusive);
10. Supplementary Conditions (pages 1 to 18, inclusive);
11. Special Provisions and specifications as listed in the table of contents in the Project Manual;
12. Prevailing Wage Rate Determination (Section 00910, inclusive);
13. Specifications bearing the title "Montana Public Works Standard Specifications, Sixth Edition, dated April, 2010, as amended";
14. Drawings consisting of sheets bearing the general title: **PLAYFAIR PARK**
- Exhibits to this Agreement (enumerated as follows):
- A. CONTRACTOR's Bid (pages _ to _, inclusive);
15. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Written Amendments;
- b. Work Change Directives;
- c. Change Order(s).
- B. The documents listed in paragraph 9.01.A. are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 of the General Conditions.

Article 10. MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. The Owner and the Contractor each bind itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under a Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and the Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Party of the First Part:
OWNER

City of Missoula
435 Ryman St.
Missoula, MT 59802

ATTEST:

By: _____
John Engen
Mayor

Martha L. Robbein, CMC
City Clerk

(Seal)

Party of the Second Part:
CONTRACTOR

XX Contractor
XX Street
XX MT, 59XXX

By: _____
(signature)

ATTEST:

Title: _____

(Secretary)

(Seal of Corporation)

NOT USED

CERTIFICATE OF OWNER'S ATTORNEY AND AGENCY CONCURRENCE

CERTIFICATE OF OWNER'S ATTORNEY

PROJECT NAME:

CONTRACTOR NAME AND CONTRACT NUMBER:

I, the undersigned, _____, the duly authorized and acting legal representative of _____, do hereby certify as follows: I have examined the attached Contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements is adequate and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Name

Date

AGENCY CONCURRENCE

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative

Date

Name

**SECTION 00610
PERFORMANCE BOND**

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): _____

SURETY (Name and Address of Principal Place of Business): _____

OWNER (Name and Address): _____

CONTRACT

Date: _____

Amount: _____

Description (Name and Location): _____

BOND

Date (Not earlier than Contract Date): _____

Amount: _____

Modifications to this Bond Form: _____

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reversed side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1 Owner has notified Contractor and Surety at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default, and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; and
 2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 6.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Owner or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions:
 - 12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
 - 12.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
 Surety Agency or Broker
 Owner's Representative (Project Manager or other party)

**SECTION 00620
PAYMENT BOND**

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): _____

SURETY (Name and Address of Principal Place of Business): _____

OWNER (Name and Address): _____

CONTRACT

Date: _____

Amount: _____

Description (Name and Location): _____

BOND

Date (Not earlier than Contract Date): _____

Amount: _____

Modifications to this Bond Form: _____

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reversed side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title
(Attach Power of Attorney)

Attest: _____

Signature and Title

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title
(Attach Power of Attorney)

Attest: _____

Signature and Title

1. Contractor and Surety jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits by alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1 Send an answer to that Claimant with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and Project Managing services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
 Surety Agency or Broker
 Owner's Representative (Project Manager or other party)

SECTION 00700

**STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION
CONTRACT**

PLAYFAIR TENNIS COURT RECONSTRUCTION

7.1.01 **GENERAL.** The Contract Documents comprise the following general classifications of documents, including all additions, deletions and modifications incorporated therein before the execution of the Agreement:

- A. Bidding Documents
- B. Contractual Documents
- C. General Conditions of the Contract
- D. Project Special Conditions
- E. Drawings and Specifications

7.1.02 **BIDDING DOCUMENTS** are issued by the Owner to assist bidders in preparing their proposals include:

- A. **Advertisement/Invitation to Bid**
- B. **Instructions to Bidders**
- C. **Proposal:** The offer of a Bidder to perform the work described by the Contract Documents made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.
- D. **Proposal Guarantee:** A cashier's check, certified check, bank money order or bank draft drawn and issued by a national banking association located in the State of Montana or any banking corporation incorporated in the State of Montana, or a bid bond or bonds executed by a surety corporation authorized to do business in the State of Montana shall accompany the Proposal submitted by the Bidder, as a guarantee that the Bidder will enter into an Agreement with the City of Missoula for construction of the work, if the contract is awarded.
- E. **Addenda to Contract Document:** Any addenda issued during the time of bidding, or forming a part of the Contract Document loaned to the Bidder for the preparation of his Proposal, shall be covered in the proposal, and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the Proposal.

7.1.03 **CONTRACTUAL DOCUMENTS.**

- A. **Agreement** covers the performance of the work described in the Contract Documents including all supplemental addenda thereto and all general and special provisions pertaining to the work or materials therefore.
- B. **Bond:** The Contractor shall, at the time of his execution of the Agreement, furnish bonds in a form prescribed by the Owner and with a Surety Company authorized to do business in the State where the work is located as follows:

Missoula, Montana
Project Site: Playfair Park (Tennis Courts)
3001 Bancroft St.
Missoula, MT. 59081

- 1. **Performance Bond** in an amount equal to 100% of the Contract Amount as a guarantee of good faith on the part of the Contractor to execute the work in accordance with the terms of the Contract.

2. **Labor and Material Payment Bond** in an amount equal to 100% of the Contract Amount as a guarantee of good faith on the part of the Contractor to make all payments for labor and material in connection with the Contract.

7.1.04 **GENERAL CONDITIONS OF THE CONTRACT** outline certain general responsibilities of the City of Missoula, hereafter called the "Owner" and the Contractor and also responsibilities delegated by the Owner to the Missoula City Project Manager who may act as the agent of the Owner. References to "Project Manager" throughout the contract documents refers generally to the Missoula City Project Manager unless specific reference is elsewhere provided for a professional Project Manager contracted by the City of Missoula to consult on the project.

- A. **Modifications** of the General Conditions may be included so that these General Conditions may be exactly tailored to the specific project. Modifications shall be listed in the Project Special Conditions or Project Special Provisions and become a part of these contract documents.

7.1.05 **PROJECT SPECIAL CONDITIONS** or PROJECT SPECIAL PROVISIONS are conditions and provisions not included in the General Conditions of the Contract or modifications to the General Conditions which apply to this specific project.

7.1.06 **DRAWINGS AND SPECIFICATIONS.** The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, equipment and transportation necessary for the proper execution of the work, unless specifically noted otherwise. The Contractor shall do all the work outlined in the Contract Documents and all incidental work necessary to complete the project in a substantial and acceptable manner, and fully complete the work or improvement, ready for use, occupancy and operation by the Owner.

- A. **Discrepancies:** Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Owner or Project Manager, who shall promptly correct such inconsistencies or ambiguities in writing. Any work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.
- B. **Adequacy:** Responsibility for adequacy of the design and for the Drawings and Specifications shall be borne by the owner. The complete requirements of the work to be performed under the Contract shall be set forth in Drawings and Specifications to be supplied by the Owner or by the Project Manager as representative of the Owner. The Drawings and Specifications shall be considered inseparable documents and in considering them the Contractor shall rely upon both instruments in order to perform the work in accordance with their combined intent.
- C. **Additional Instructions:** Further instructions may be issued by the Project Manager during the progress of the work by means of Drawings, or otherwise to make more clear or specific the Drawings and Specifications or as may be necessary to explain or illustrate changes in the work to be done.

- D. **Copies Furnished to Contractor:** Except as provided for otherwise, all required copies of Drawings and Specifications necessary for the execution of the work shall be furnished to the Contractor without charge.
- E. **Dimensions:** Only figured dimensions on the Drawings will be used by the Contractor. Where the work of the Contractor is affected by finish dimensions, these shall be determined by the Contractor at the site, and he shall assume the responsibility therefore.

7.2.01 **OWNER'S RIGHTS AND RESPONSIBILITIES.**

- A. **Lands by Owner:** The Owner will provide the lands shown on the Drawings or described in the Specifications upon which the work under the Contract is to be performed and to be used for right-of-way for access.
- B. **Base Lines and Bench Marks:** Unless otherwise specified, the Owner will establish base lines necessary for the location of the principal component parts of the work together with a suitable number of bench marks adjacent to the work.
- C. **Owner's Right to Correct Deficiencies:** upon failure to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five days' written notice to the Contractor, the Owner, may without prejudice to any other remedy he may have, correct such deficiencies in work intended to become a permanent part of the project.
- D. **Suspension of Work by Project Manager:** The Project Manager shall have the authority to suspend the work, wholly or in part, for such period or periods as he may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable to carry out the provisions of the Contract, or to supply materials meeting the requirements of the Contract Documents.
 - 1. **Notice:** The work or any portion thereof may be suspended at any time by the Owner or Project Manager provided that he gives the Contractor written notice of suspension which shall set forth the date on which work is to be resumed. The Contractor shall resume the work upon written notice from the Owner or Project Manager and within ten days after the date set forth in the notice of suspension.
- E. **Owner's Right to Terminate Agreement and Complete the Work:** The Owner shall have the right to terminate his agreement with the Contractor after giving ten day's written notice of termination to the Contractor in the event of any default by the Contractor.
 - 1. **Default by Contractor:** It shall be considered a default by the Contractor whenever he shall:
 - a. Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.
 - b. Disregard or violate provisions of the Contract Documents or fail to prosecute the work according to the agreed Schedule of Completion, including extensions thereof.
 - c. Fail to provide a qualified superintendent, competent workmen or subcontractors, or proper materials, or fail to make prompt payment therefore.

2. **Completion by the Owner:** In the event of termination of the Agreement by the Owner because of default by the Contractor, the Owner may take possession of the work and of all materials and equipment thereon and may finish the work by whatever method and means he may select.

7.2.02 **CONTRACTOR'S RIGHTS AND RESPONSIBILITIES.** All work shall be done in strict accordance with the Contract Documents. Observations, construction review, tests, recommendations or approvals by the Owner or Project Manager or persons other than the Contractor, shall in no way relieve the Contractor of his obligation to complete all work in accordance with the Contract Documents. All work shall be done under the direct supervision of the Contractor. The Contractor shall be responsible for construction means, methods, techniques and procedures, and for providing a safe place for the performance of the work by the Contractor, Subcontractors, suppliers and their employees and for access, use, work or occupancy by all authorized persons.

- A. **Lands by Contractor:** Any land or access thereto not specifically shown to be furnished by the Owner that may be required for temporary construction facilities or for storage of materials shall be provided by the Contractor with no liability to the Owner. The Contractor shall confine his apparatus and storage to such additional areas as he may provide at his expense.
1. **Private and Public Property:** The Contractor shall not enter upon private property for any purpose without obtaining permission, and he shall be responsible for the preservation of all public property, trees, monuments, structures and improvements, along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.
- B. **Surveys:** Based upon the information provided by the Owner or Project Manager, the Contractor shall observe and develop the project per provided Northing and Eastings. The Contractor shall be responsible for providing survey services at the cost of the Owner for the project based on the information provided in the Drawing Set. Contractor shall immediately notify the Owner or Project Manager of any discrepancies or unforeseen conditions. Contractor shall carefully preserve bench marks, reference points and stakes, and, in the case of destruction thereof by the Contractor or resulting from his negligence, the Contractor shall be charged with the expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the loss or disturbance of such initial bench marks, reference points and stakes.
- C. **Public Utilities:** The elevation and location of all public utilities shown on the Drawings were taken from existing public records. It shall be the duty of the Contractor to make final and exact determination of the location and extent of all utilities and he will be liable for any expense resulting from damage to them. It will be the contractor's responsibility to contact Montana Rail Link Railroad when working near the railroad tracks and obtain any necessary clearances or permits.

- D. **Superintendent:** A qualified superintendent, who is acceptable to the Owner, shall be maintained on the work site and give efficient supervision to the work until its completion. The superintendent shall have full authority to act in behalf of the Contractor, and all instruction given to the superintendent shall be considered as given to the Contractor. It shall be the responsibility of this Contractor's superintendent to coordinate the work of all the Subcontractor's. The superintendent shall be present on the site at all time.
- E. **Subcontracts:** At the time set forth in the Contract Documents or when requested by the Owner or Project Manager, the Contractor shall submit in writing for review of the Owner or Project Manager the names of the Subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the approval of the Project Manager. The Contractor is responsible to the Owner or Project Manager for the acts and deficiencies of his Subcontractors, and of their direct and indirect employees, to the same extent as he is responsible for the acts and deficiencies of his employees. The Contract Documents shall not be construed as creating any contractual relation between any Subcontractor and the Owner. The Contractor shall bind every Subcontractor by the terms of the Contract Documents.
1. For the convenience of reference and to facilitate the letting of Contracts and Subcontracts, the Specifications are separated into titled sections. Such separation shall not, however, operate to make the Owner or the Project Manager an arbiter to establish limits to the contracts between the Contractor and Subcontractor.
- F. **Contractor's Right to Suspend Work or Terminate Agreement:** Contractor may suspend work or terminate his Agreement with the Owner upon ten days' written notice to the Owner for any of the following reasons:
1. If an order of any court or other public authority caused the work to be stopped or suspended for a period of ninety days through no act or fault of the Contractor or his employees.
 2. If the Owner should fail to act upon any request for payment within thirty days after it is present in accordance with the General Conditions of the Contract.
 3. If the owner should fail to pay the Contractor any sum within thirty days after its award by arbitrators.
- G. **Work During an Emergency:** The Contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property.
- 7.2.03 **RESPONSIBILITY OF THE OWNER OR PROJECT MANAGER.** The Owner or Project Manager shall decide questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Drawings and Specifications and all questions as to the acceptable fulfillment of the Agreement on the part of the Contractor.
- A. **Observation of the Work:** All materials and each part or detail of the work shall be subject at all times to the observation by the Owner, Project Manager or their authorized agents, and the Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and the diligent execution of the Contract. Observations may be made at the site or at the source of material supply, whether mill, plant or shop. The Project Manager and Construction Inspector shall be allowed access to all

parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make his observations and construction review.

- B. **Acceptability of Work:** The Owner's or Project Manager's decision as to the acceptability or adequacy of the work shall be final and binding upon the Contractor. The Contractor agrees to abide by the Owner's or Project Manager's decision relative to the performance of the work.
- C. **Project Manager's Decisions:** All claims of the Owner or the Contractor may/shall be presented to the Project Manager for decision which shall be final except in cases where time and/or financial considerations are involved, which shall be subject to arbitration.

7.2.04 **ORAL AGREEMENTS.** No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any action whatsoever, other than by a definitely agreed waiver or modification thereof in writing.

7.2.05 **OBSERVATION OF COMPLETED WORK.** The Contractor shall remove or uncover such portions of the completed work as may be directed by the Owner or Project Manager at any time before acceptance of the work. After examination, the Contractor shall restore the work to the standard required by the Contract Documents. Should the work thus exposed or examined prove acceptable, the uncovering and the restoring of the work shall be paid for as Extra Work but, should the work exposed or examined prove unacceptable, the uncovering, removing and restoring of the work shall be at the Contractor's expense.

7.2.06 **WORK BY OWNER OR OTHER CONTRACTORS.**

- A. **Separate Contracts:** The Owner may let other contracts in connection with the work of the Contractor. The Contractor shall cooperate with other contractors with regard to storage of materials and execution of their work. It shall be the Contractor's responsibility to inspect all work by other contractors affecting his work and to report to the Owner any irregularities which will not permit him to complete his work in a satisfactory manner. His failure to notify the Owner of such irregularities shall indicate the work of the other contractors has been satisfactorily complete to receive his work. The Contractor shall not be responsible for defects of which he could not have known, which develop in the work of others after the work is completed. It shall be the responsibility of the Contractor to measure the completed work in place and report to the Owner immediately any difference between completed work by others and the provisions of the Contract Documents.
- B. **Written Agreement:** Whenever work being done by the Owner through his own employees or through other contractors is contiguous to work covered by the Contract Documents, the respective rights of the various interests involved shall be established by written agreement to secure the completion of the various portions of the work in general harmony.

7.2.07 **ARBITRATION.** Should there be any dispute or any questioned decision of the Owner or Project Manager, which is subject to arbitration, it shall be promptly submitted to arbitration upon demand by either party of the dispute. The Contractor shall not delay the work because arbitration proceedings are pending unless he shall have written permission from

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the Owner or Project Manager to do so and such delay shall not extend beyond the time when the arbitrators shall have the opportunity to determine whether the work shall continue or be suspended pending decision by the arbitrators of such a dispute. Any demand for arbitration shall be in writing and shall be delivered to the Owner or Project Manager and the adverse party by registered mail addressed to the last known address of each, within ten days of receipt of the Owner's or Project Manager's decision, and in no event after final payment has been made and accepted. Should the Project Manager fail within a reasonable period to make a decision regarding a claim of the owner or Contractor, a demand for arbitration may then be made as if the Project Manager's decision has been rendered against the party demanding arbitration.

- A. **Arbitrators:** No one shall be qualified to act as arbitrator who has, directly or indirectly, any financial interest in the Contract or who has any business or family relationship with the Owner, the Contractor or the Project Manager. Each arbitrator selected shall be qualified by experience and knowledge of the work involved in the matter to be submitted to arbitration.
- B. **Procedure:** Arbitration shall be in accordance with the procedure and standards of the American Arbitration Association.

MATERIALS, EQUIPMENT AND WORKMANSHIP**SECTION 7.3**

7.3.01 **MATERIALS AND EQUIPMENT.** The materials and equipment installed in the work shall meet the requirements of the Contract Documents and no materials or equipment shall be ordered until reviewed by the Project Manager. All materials and equipment not otherwise specifically indicated shall be furnished by the Contractor. The Contractor shall guarantee all materials and equipment he provides in accordance with Paragraph 2.3.08.

A. **Substitutions:** In order to establish standards of quality, the Owner or Project Manager has, in the detailed Specifications, referred to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design.

1. The Contractor shall furnish the complete list of proposed desired substitutions prior to signing of the Contract, together with such Project Managing and catalog data as the Owner or Project Manager may require.

2. The Contractor shall abide by the Project Manager's recommendation when proposed substitute materials or items of equipment are not recommended for installation and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing by the General Contractor and not by individual trades or material suppliers. The Owner or Project Manager will review proposed substitutions and make his recommendations in writing within a period of ten calendar days.

B. **Space Requirements:** It shall be the responsibility of the Contractor to insure that materials and equipment to be furnished fit the space available. He shall make necessary field measurements to ascertain space requirements, including those for connections, and shall order such sizes, and shapes of equipment that the final installation shall suit the true intent and meaning of the Contract Documents.

C. **Arrangement:** Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment to operate properly, and in harmony with the intent of the Contract Documents, and to make all changes in work required by such arrangement.

D. **Unacceptable Materials and Equipment:** Materials and equipment which do not conform to the requirements of the Contract Documents, are not equal to samples reviewed by the Owner or Project Manager, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall not be furnished nor installed.

E. **Storage:** Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials and equipment shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the owner or lessee.

- F. **Manufacturer's Directions:** Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

7.3.02 **SAMPLES.** All samples called for in the Specifications or required by the Owner or Project Manager shall be furnished by the Contractor and shall be submitted to the Owner or Project Manager for his review. Samples shall be furnished so as not to delay fabrication, allowing the Owner or Project Manager reasonable time for the consideration of the samples submitted.

- A. **Samples for Tests:** The Contractor shall furnish such samples of materials as may be required for examination and test. All samples of materials for tests shall be taken according to standard methods or as provided in the Technical Specifications.
- B. **Contractor's Guaranty:** All samples shall be submitted by the Contractor with a covering letter indicating that such samples are recommended by the Contractor for the service intended and that the Contractor's Guaranty will fully apply.
- C. **All materials, equipment and workmanship** shall be of accordance with samples guaranteed by the Contractor and reviewed by the Owner or Project Manager.

7.3.03 **SHOP DRAWINGS.** The Contractor shall provide shop drawings, setting schedules and such other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the Drawings, Specifications or the Owner's or Project Manager's instructions. Deviations from the drawings and Specifications shall be called to the attention of the Owner or Project Manager at the time of the first submission of shop drawings and other drawings for consideration. The Owner's or Project Manager's review of any drawings shall not release the Contractor from responsibility for such deviations. Shop drawings shall be submitted according to a schedule prepared jointly by the Contractor and the Owner or Project Manager.

- A. **Contractor's Certifications:** When submitted for the Owner's or Project Manager's review, shop drawings shall bear the Contractor's certification that he has reviewed, checked and approved the shop drawings, that they are in harmony with the requirements of the Project and with the provisions of the Contract Documents, and that he has verified all field measurements and construction criteria, materials, catalog numbers and similar data. Contractor shall also certify that the work represented by the shop drawings is recommended by the Contractor and the Contractor's Guaranty will fully apply.

7.3.04 **EQUIPMENT DATA.** The Contractor shall submit for the Owner's or Project Manager's review complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gauge or thickness, brand name, catalog number and general type. This submission shall be compiled by the Contractor and reviewed by the Owner or Project Manager before any of the equipment is ordered.

- A. **Index:** Each data sheet or catalog in the submission shall be indexed according to specification section and paragraph for easy reference.

B. Relation to Contract Documents: Catalog data for equipment reviewed by the Owner or Project Manager shall not supersede the Owner's or Project Manager's Contractor Documents. The review of the Project Manager shall not relieve the Contractor from responsibility for deviations from Drawings or Specifications, unless he has in writing called the Project Manager's attention to such deviations at the time of submissions, nor shall it relieve him from responsibility for errors of any sort in the items submitted. The Contractor shall check the work described by the catalog data with the Project Manager's Contractor Documents for deviations and errors.

C. Contractor's Certification: Equipment data shall be submitted by the Contractor with a covering letter indicating that he has reviewed, checked and approved the data submitted, that they are in harmony with the requirements of the Project and with the provisions of the Contract Documents and that he has verified all field measurements and construction criteria, material, catalog numbers and similar data. Contractor shall also certify that the work represented by the shop drawings is recommended by the Contractor and that his Guaranty will fully apply.

7.3.05 REJECTED WORK AND MATERIALS. Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause shall be removed within ten days after written notice is given by the Owner or Project Manager, and the work shall be re-executed by the Contractor. The fact that the Owner or Project Manager may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

A. Should the Contractor fail to remove rejected work or materials within ten days after written notice to do so, the Owner may remove them and may store the materials.

B. Correction of faulty work after final payment shall be in accordance with Paragraph 2.5.13

7.3.06 CUTTING AND PATCHING. The Contractor shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the Drawings and the Specifications to the various trades or as required by the Drawings and Specifications to complete the structure. Contractor shall restore all such cut or patched work as approved by the Owner or Project Manager. Cutting of existing structure that may endanger the work, adjacent property, workmen or the public shall not be done.

7.3.07 CHARACTER OF WORKMEN. The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or any Subcontractor or persons employed by Subcontractors. All workmen must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any foreman or workman employed by the Contractor or Subcontractor who does not perform his work in a skillful manner or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Owner or Project Manager, be discharged immediately and shall not be employed again in any portion of the work without the approval of the Owner or Project Manager.

7.3.08 **GUARANTY.** The Contractor shall guarantee all materials and equipment furnished and work performed for a period of **one year** from the date of written acceptance of the work, except that any damage caused by settlement of trench excavation backfill, any defective pipe installed which causes said settlement, or any concrete curb and sidewalk, shall be guaranteed for a period of two years.

A. **The performance bond** shall remain in full force and effect during the guaranty period.

C. **Correction of faulty work** after final payment shall be as provided in Paragraph 2.5.13.

INSURANCE, LEGAL RESPONSIBILITY AND SAFETY

SECTION 7.4

7.4.01 **INSURANCE.** The Contractor shall not commence any work until he obtains, at his own expense, all required insurance. Such insurance must have the approval of the Owner as to limit, form and amount. The Contractor will not permit any Subcontractor to commence work on this project until the same insurance requirements have been complied with by such Subcontractor.

A. **Types:** The types of insurance the Contractor is required to obtain and maintain for the full period of the Contract will be: Workmen's Compensation Insurance, Comprehensive General Liability Insurance, and Property Insurance upon the work itself written on a Builders' Risk "All-Risk" or open peril or special causes of loss policy form as detailed in the following portions of this specifications.

B. **Evidence:** As evidence of specified insurance coverage, the Owner may, in lieu of actual policies, accept certificates issued by the insurance carrier showing such policies in force for the specified period. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without Forty-five day's notice in writing to be delivered by registered mail to the Owner. Should any policy be canceled before final payment by the Owner to the Contractor and the Contractor fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under this Contract.

C. **Adequacy of Performance:** Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be canceled before the end of the guaranty period and the Contractor fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to charge the cost thereof to the Contractor.

D. **Payment of Damages:** Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this contract.

7.4.02 **WORKMEN'S COMPENSATION INSURANCE.** Before the Agreement between the Owner and the Contractor is entered into, the Contractor shall submit written evidence that he and all subcontractors have obtained, for the period of the Contract, full Workmen's Compensation Insurance coverage for all persons whom they employ or may employ in carrying out the work under this Contract. This insurance shall be in strict accordance with the requirements of the most current and applicable State Workmen's Compensation Insurance Laws.

7.4.03 **COMPREHENSIVE GENERAL LIABILITY INSURANCE.** Before commencement of the work, the Contractor shall submit written evidence that he and all his Subcontractors have obtained for the period of the Contract, full Comprehensive General Liability Insurance coverage. This coverage shall provide for both bodily injury and property damage. (The Comprehensive General Liability Insurance will include as Additional Named Insured: The Owner, the Project Manager and his consultants; and each of their officers agents and employees).

A. **Bodily Injury** portion shall include coverage for injury, sickness or disease, and death, arising directly or indirectly out of, or in connection with the performance of work under this Contract, and shall provide for a limit of not less than one million dollars (\$1,000,000) for all damages arising out of bodily injury, sickness or disease to or death of one person, and a total limit of two million dollars (\$2,000,000) for damages arising out of bodily injury, sickness or disease and death of two or more persons in any one occurrence.

B. **Property Damage** portion will provide for a limit of not less than that listed below for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of work under this Contract and in any one occurrence including explosion, collapse and underground exposure.

1. Automobile \$1,000,000

2. Other than automobile \$1,000,000 each occurrence, \$3,000,000 aggregate

C. **Indemnity:** Included in such insurance will be Contractual Coverage sufficiently broad to insure the provisions of Paragraph 2.4.05

7.4.04 **PROPERTY INSURANCE UPON THE WORK.** Before commencement of the work, the Contractor shall submit written evidence that he has obtained, for the period of the Contract, property insurance upon the work at the site in the amount of the full replacement cost thereof.. This policy shall be written on a Builders' Risk "All-Risk" or open peril or special causes of loss policy form and include Completed Value Insurance coverage (including Flood and/or Earthquake) upon the entire project which is the subject of this Contract and including completed work and work in progress. At a minimum this insurance shall cover physical loss and damage to the Work itself, to temporary buildings or structures, and to materials and equipment in care, custody, control or in transit before and during installation, from at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, including flood. Such insurance shall be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner. Such insurance shall include as Additional Named Insured: The Owner; the Project Manager and his consultants; and each of their officers; employees and agents; and any other persons with an insurable interest designated by the Owner as an Additional Named Insured.

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- A. **Deductible Clause:** Such insurance may have a deductible clause but amount of deductible shall not exceed \$250.00.

7.4.05 **INDEMNITY.** The Contractor shall hold harmless, indemnify and shall defend the Owner, the Project Manager and his consultants, and each of their officers and employees and agents, from any and all liability claims, demands, losses, costs, damages, expenses or liability to the extent arising or alleged to arise from the Contractor's performance of the work described herein, but not including the sole negligence of the Owner or the Project Manager. Contractor shall procure and maintain in force, at its expense, the liability insurance required.

7.4.06 **PATENTS AND ROYALTIES.** If any design, device, material or process covered by letters, patent, or copyright is used by the Contractor, he shall provide for such use by legal agreement with the Owner of the patent or a duly authorized licensee of such owner, and shall save harmless the Owner and the Project Manager from any and all loss or expense on account thereof, including its use by the Owner.

7.4.07 **PERMITS.** All permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor in advance of prosecution of work.

7.4.08 **LAWS TO BE OBSERVED.** The Contractor shall give all notices and comply with all Federal, State and local laws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Owner and the Project Manager against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decrees, whether by himself or his employees.

A. Motor Vehicles. Contractor's attention is specifically invited to Montana Statutes regarding Motor Vehicle Registration requirements (MCA 61-3-701). Vehicles used in gainful occupation or business enterprise in Montana, including highway work, shall be registered with a County Treasurer, and Montana license plates or other identification markers shall be issued and displayed upon the vehicle when operated in Montana. Residents of Montana may not operate vehicles with a driver's license issued by any other state than Montana, may not operate motor vehicles without a valid Montana Driver's License (MCA 61-3-302).

7.4.09 **WRITTEN NOTICE.** Written notice shall be considered as served when delivered in person or sent by registered mail to the individual, firm or corporation or to the last business address of such known to him who serves the notice.

- A. **Change of Address:** It shall be the duty of each party to advise the other parties to the Contract as to any change in his business address until completion of the Contract.

7.4.10 **ASSIGNMENT OF CONTRACT.** Neither the Contractor nor the Owner shall sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations there under, without written consent of the other party.

- 7.4.11 **ORAL AGREEMENTS.** No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.
- 7.4.12 **WORK DURING AN EMERGENCY.** The Contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases he shall notify the Owner of the emergency as soon as practicable, but he shall not wait for instructions before proceeding to the properly protect both life and property.
- 7.4.13 **WARNING SIGNS AND BARRICADES.** The Contractor shall provide adequate signs, barricades, red lights and watchmen and take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by suitable signal lights which shall be kept burning from sunset to sunrise. All traffic control devices shall meet the standards set forth in the manual on Uniform Traffic Control Devices. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades, or detours exist.
- 7.4.14 **PUBLIC CONVENIENCE.** The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the Project Manager. Fire hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which shall not be obstructed.
- 7.4.15 **SAFETY.** In accordance with general accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property affected directly or indirectly by his operations during the performance of the work. This requirement will apply continuously 24 hours per day until acceptance of the work by the Owner and shall not be limited to normal working hours.
- A. **The duty of the Project Manager** to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the construction site.
- 7.4.16 **EXISTING CONSTRUCTION.** When new construction is adjacent to or crosses highways, railroads, streets or utilities under the jurisdiction of State, County, City or other public agency, public utility or private entity, the Contractor shall secure written permission from the proper authority before executing such new construction. A copy of this written permission must be filed with the owner before any work is done. The Contractor shall replace or repair all existing construction damaged in the execution of this Contract. The Contractor will be required to furnish a release from the proper authority before final acceptance of the work.

7.4.17 **SANITARY PROVISIONS.** The Contractor shall provide and maintain such sanitary accommodations for the use of his employees and those of his Subcontractors as may be necessary to comply with the requirements and regulations of the local and state departments of Health.

PROGRESS AND COMPLETION OF WORK**SECTION 7.5**

- 7.5.01 **NOTICE TO PROCEED.** Following the execution for the Contract by the Owner and the Contractor, written Notice to Proceed with the work shall be given by the Owner to the Contractor. The Contractor shall begin and prosecute the work regularly and uninterruptedly thereafter with such force as to secure the completion of the work within the Contract time.
- 7.5.02 **CONTRACT TIME.** The Contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated herein. Computation of the Contract Time shall commence on the day following the date the Contractor's Acknowledgement of the Notice to Proceed and every calendar day following shall be counted as Contract Time.
- 7.5.03 **PRE-CONSTRUCTION MEETING.** A meeting with the Owner, City Project Manager and Contractor as to review scope of work construction schedules, equipment data, labor force, materials, subcontractor work, prior to actual start of work.
- 7.5.04 **SCHEDULE OF COMPLETION.** The Contractor shall submit to the Owner or Project Manager, schedules showing the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the various parts of the work, and estimated date of completion of each part. These schedules are to be submitted at the Pre-Construction meeting, Section 2.5.03.
- 7.5.05 **CHANGES IN THE WORK.** The Owner reserves the right to make such alterations in the plans or in the quantities of work as may be considered necessary. Such alterations shall be in writing by the Owner or Project Manager and shall not be considered as a waiver of any conditions of the contract nor to invalidate any of the provisions thereof; provided, however, that the execution of a supplemental agreement acceptable to both parties of the contract will be necessary before any alteration is made which involves (1) an extension or shortening of the length of the project by more than 25% (2) an increase or decrease of more than 25% of total cost of the work calculated from the original proposal quantities and the unit contract prices, or (3) an increase or decrease of more than 25% in the quantity of any one major contract item.

For condition (3) above, a major item is defined as any item, unless otherwise indicated on the plans or designated in the Special Provisions, the contract price for which amounts to 10% or more of the total contract price as determined by the original quantities and the unit contract prices.

When an alteration requires the execution of a supplemental agreement, the agreement shall be fully executed before any work on the alteration is started. Alterations involving an increase of more than 25% in the net of any one minor contract item will not require a supplemental agreement.

- 7.5.06 **EXTRA WORK.** New and unforeseen items of work found to be necessary, and which cannot be covered by any item or combination of items for which there is a Contract price, shall be classed as Extra Work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated, upon written order from the Owner as approved by the Project Manager. In the absence of such written order, no claim for Extra Work shall be considered. Extra Work shall be performed in accordance with these Contract Documents where applicable and work not covered by such shall be done in accordance with the best construction practice and in a workmanlike manner. Extra Work required in any emergency to protect life and property shall be performed by the Contractor as required by the Project Manager.
- 7.5.07 **EXTENSION OF CONTRACT TIME.** A delay beyond the Contractor's control occasioned by an Act of God, by act or omission on the part of the Owner or by strikes, lockouts, fire, etc., may entitle the Contractor to an extension of time in which to complete the work as agreed by the Owner, provided, however, that the Contractor shall immediately give written notice to the Owner of the Cause of such delay.
- A. **Act of God shall** mean an earthquake, flood, cyclone or other cataclysmic phenomenon of nature. Hail, wind, flood or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damages to the work resulting therefrom.
- 7.5.08 **USE OF COMPLETED PORTIONS.** The Owner shall have the right to take possession of and use any complete or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the completion of uncompleted work or causes refinishing of completed work, the Contractor shall be entitled to such extra compensation or extension of time or both, as agreed by the Owner.
- 7.5.09 **REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES.** At the termination of this Contract, before acceptance of the work by the owner, the Contractor shall remove all of his equipment, tools and supplies from the property of the Owner. Should the Contractor fail to remove such equipment, tools and supplies, the Owner shall have the right to remove them at the expense of the Contractor.
- 7.5.10 **CLEANING UP.** The Contractor shall remove from all public and private property, all temporary structures, rubbish, and waste materials resulting from his operation or caused by his employees, and shall remove all surplus materials leaving the site smooth, clean and true to line and grade.
- 7.5.11 **OWNER'S CERTIFICATE OF SUBSTANTIAL COMPLETION.** When the work to be performed under this Contract is substantially completed in accordance with the Contract Documents, the Project Manager shall prepare a Certificate of Substantial Completion to be acknowledged and accepted by the Owner and the Contractor. The Certificate may list items to be completed or corrected but such Certificate shall not relieve the Contractor of his obligation to complete all work, whether listed or not, in accordance with the Contract Documents nor will it preclude any right the Owner may have for recourse in accordance with the Contract Documents.

7.5.12 **TERMINATION OF CONTRACTOR'S RESPONSIBILITY.** The Contract will be considered complete when all work has been finished, the final review made up by the Owner or Project Manager, and the project accepted in writing by the Owner or Project Manager. The Contractor's responsibility shall then cease, except as set forth in his Performance Bond, as provided in Paragraph 2.3.08 Guaranty, and as provided in Paragraph 2.5.13 Correction of Faulty Work After Final Payment.

7.5.13 **CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT.** The making of the final payment by the owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Contractor shall promptly replace any such defects discovered within the guaranty period specified in these General Conditions.

PAYMENTS TO CONTRACTOR

SECTION 7.6

7.6.01 **DETAILED BREAKDOWN OF CONTRACT AMOUNT.** Except in cases where unit prices form the basis for payment under the Contract, the Contractor shall, within ten days of receipt of Notice to Proceed, submit a complete breakdown of the Contract Amount showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon approval of the breakdown of the Contract Amount by the Owner or Project Manager, it shall be used as the basis for all Requests for Payment.

7.6.02 **REQUESTS FOR PAYMENT.** The Contractor may submit to the Owner periodically, but not more than once each month a Request for Payment for work done and materials delivered to and stored on the site. The Contractor shall furnish the Owner all reasonable information required for obtaining the necessary data relative to the progress and execution of the work. Payment for materials stored on the site will be conditioned upon evidence submitted to establish the Owner's title to such materials. Each Request for Payment shall be computed on the basis of work completed on all items listed in the Detailed Breakdown of Contract, unit prices, less five percent to be retained until final completion and acceptance of the work and less previous payments.

7.6.03 **PROJECT MANAGER'S ACTION ON A CONTRACTOR'S REQUEST FOR PAYMENT.** All Contractor's Requests for Payment shall be referred to the Project Manager for his review and, within a reasonable period, the Project Manager shall:

- A. **Recommend payment** by the Owner of the Request for Payment as submitted.
- B. **Recommend payment** by the Owner of such other amount as the Project Manager shall consider is due the Contractor, informing the Owner and the Contractor in writing of his reasons for recommending the amended amount.
- C. **Recommend to the Owner** that payment of the Request for Payment be withheld, informing the Contractor and the Owner in writing of his reasons for so recommending.

7.6.04 **OWNER'S ACTION ON REQUEST FOR PAYMENT.** Within thirty days after receipt of a Request for Payment from the Contractor, the Owner shall:

- A. **Pay the Request** for Payment as recommended by the Project Manager.
- B. **Pay such other amount**, in accordance with Paragraph 2.6.05 as he shall decide is due the Contractor, informing the Contractor and the Project Manager in writing of his reasons for payment the amended amount.
- C. **Withhold payment** in accordance with Paragraph 2.6.05, informing the Contractor and the Project Manager of his reasons for withholding payment.

7.6.05 **OWNER'S RIGHT TO WITHHOLD PAYMENT OF A REQUEST FOR PAYMENT.** The Owner may withhold payment, in whole or in part, of a Request for Payment to the extent necessary to protect himself from loss on account of any of the following:

- A. **Defective work.**
- B. **Evidence indicating** the probably filing of claims by other parties against the Contractor which may adversely affect the Owner.
- C. **Failure of the Contractor** to make payments due to Subcontractors, material suppliers or employees.

7.6.06 **INTEREST ON UNPAID REQUESTS FOR PAYMENT.** No interest will be paid on unpaid requests for payment.

7.6.07 **PAYMENT FOR UNCORRECTED WORK.** Should the Owner direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the Owner for the uncorrected work.

7.6.08 **PAYMENT FOR REMOVAL OF REJECTED WORK AND MATERIALS.** The removal of work and materials rejected in accordance with paragraph 2.3.05 and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor, and he shall pay the cost of replacing the work and other contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.

- A. **Removal by owner:** Removal of rejected work or materials and storage of materials by the Owner, in accordance with Paragraph 2.3.05, shall be paid by the Contractor within thirty days after written notice to pay is given by the Owner. If the Contractor does not pay the expenses of such removal and after then days' written notice being given by the Owner of his intent to sell the materials at auction or at private sale and will pay to the Contractor the net proceeds therefrom after deducting all the costs and expenses that should have been born by the Contractor.

7.6.09 **PAYMENT FOR EXTRA WORK.** Written notice of claims for payment for Extra Work shall be given to the Contractor within ten days after receipt of instructions from the Owner to proceed with the Extra Work and also before any work is commenced, except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, the Contractor's itemized estimate sheets showing all labor and materials shall be submitted to the Owner. The Owner's order for Extra Work shall specify any extension of the Contract Time and one of the following methods of payment:

- A. **Unit prices** or combinations of unit prices which formed the basis of the original Contract.
- B. **A lump sum** based on the Contractor's estimate and accepted by the Owner.
- C. **Actual cost** plus 15 percent for overhead and profit.

Actual costs are defined as follows:

- 1. **Labor costs**, including time of foreman while engaged directly upon extra work.
- 2. **Labor insurance** and taxes.
- 3. **Materials** and supplies actually used on the work.
- 4. **Equipment** used will be reimbursed at the rental rate listed for such equipment specified in the current edition of the "Rental Rate Blue Book" as published by Machinery Information Division of K-III Directory Corporation, 1735 Technology Drive, Suite 410, San Jose, California 95110; Telephone (800) 669-3282. Individual pieces of equipment or tools having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor.

7.6.10 **PAYMENT FOR WORK SUSPENDED BY THE OWNER.** If the work or any part thereof shall be suspended by the Owner and abandoned by the Contractor as provided in Paragraph 2.2.01, Suspension of Work by owner, the Contractor will then be entitled to payment for all work done.

7.6.11 **PAYMENT FOR WORK BY THE OWNER.** The cost of the work performed by the Owner, in removing construction equipment, tools and supplies in accordance with Paragraph 2.5.09, Removal of Construction Equipment, Tools, and Supplies, and in correcting deficiencies in accordance with Paragraph 2.2.01e, Owner's Right to Terminate the Agreement and Complete the Work, shall be paid by the Contractor.

7.6.12 **PAYMENT FOR WORK BY THE OWNER FOLLOWING TERMINATION OF THE CONTRACT.** Upon termination of the Contract by the owner in accordance with Paragraph 2.2.01, Owner's Right to Terminate Agreement and Complete the Work, no further payments shall be due the Contractor until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Owner.

7.6.13 **PAYMENT FOR WORK TERMINATED BY THE CONTRACTOR.** Upon suspension of the work or termination of the Contract by the Contractor in accordance with Paragraph 2.2.02f, Contractor's Right to Suspend Work or Terminate Agreement, the Contractor shall recover payment from the Owner for the work performed, plus loss on plant and materials, plus established profit and damages.

7.6.14 **PAYMENT FOR SAMPLES AND TESTING OF MATERIAL.** Samples furnished in accordance with Paragraph 2.3.02, Samples, shall be furnished by the Contractor at their expense and may be used in the work, after acceptance.

A. **Testing of samples and materials** furnished in accordance with Paragraph 2.3.02, Samples shall be arranged and paid for by the Contractor.

7.6.15 **ACCEPTANCE AND FINAL PAYMENT.** When the Contractor shall have completed the work in accordance with the terms of the Contract Documents, he shall certify completion of the work to the Owner and submit a final Request for Payment, which shall be the Contract Amount plus all approved additions, less all approved deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, and, upon acceptance by the owner, the Owner will release the Contractor except as to the conditions of the Performance Bond and the Labor and Material Payment Bond, any legal rights of the Owner, required guaranties, and Correction of Faulty Work after Final Payment, and will pay the Contractor's final Request for Payment. The Contractor shall allow sufficient time between the time of completion of the work and approval of the final

Request for Payment for the Owner or Project Manager to assemble and check the necessary data.

A. **Release of Liens:** The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner such amounts as the Owner may have been compelled to pay in discharging such liens including all costs and a reasonable attorney's fees.

SECTION 00810

SUPPLEMENTARY CONDITIONS TO THE GENERAL CONDITIONS

Delete Section 00810 “SUPPLEMENTARY CONDITIONS TO THE GENERAL CONDITIONS” in its entirety within the Montana Public Works Standard Specifications, Sixth Edition, April 2010, as amended, and replace with the following SUPPLEMENTARY CONDITIONS TO THE GENERAL CONDITIONS.

This contract will be constructed and administered under the requirements of the Montana Public Works Standard Specifications (MPWSS), Sixth Edition, April 2010, and all supplemental documents. These Supplementary Conditions to the General Conditions amend or supplement the Standard General Conditions (Section 00700) of the Construction Contract from the Montana Public Works Standard Specifications, Sixth Edition, April 2010, as amended. All provisions which are not so amended or supplemented remain in full force and effect.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 DEFINED TERMS

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions and as follows:

Add the following to the end of paragraph 101.A.2:

“The definition of the word “Contract” is synonymous with the word “Agreement” and is used interchangeably in the Contract Documents.”

Amend 101.A.12 to include as Contract Documents the following:

“...Performance Bond, Payment Bond, Notice of Award, these Supplementary Conditions to the General Conditions, Permits approved and pending...”

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01 DELIVERY OF BONDS AND EVIDENCE OF INSURANCE

Add the following to Paragraph: 2.01.A

“The Project Manager shall furnish to the Contractor five (5) copies of the Agreement and other Contract Documents bound therewith. The Contractor shall execute the Agreement, insert executed copies of the required Bonds, Power of Attorney, and Certificate of Insurance and submit all copies to the Project Manager who will forward them to them the Owner. The Owner shall execute all copies and return two (2) copies to the Contractor who shall promptly deliver one copy to their surety. The Owner shall also furnish a counterpart or conformed copy to the Project Manager and shall retain two (2) copies.”

Delete the beginning of the first sentence of Paragraph 2.01.B. and replace with the following:

“B. Evidence of Insurance: Before the Owner will execute the Agreement and before any work at the site is started,...”

SC-2.02 COPIES OF DOCUMENTS

Add the following to Paragraph 2.02.A:

“The Contractor shall be furnished five (5) half-size and two (2) full size copies of the plans and Contract documents. Additional (printed) sets are available for \$100.00 each.”

SC-2.03 NOTICE TO PROCEED

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

“Following the execution of the Agreement by the Owner and the Contractor, written Notice to Proceed with the Work shall be given by the Owner to the Contractor. The Contract Time will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the effective date of the agreement.”

SC-2.05 BEFORE STARTING CONSTRUCTION

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

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

Add a new paragraph immediately after paragraph 2.05.A.4 of the General Conditions, which is to read as follows:

“2.05.A.5 Where a Contract is awarded on a lump sum basis, the Contractor shall file with the Project Manager a balanced price segregation of his lump sum bid into items similar to the various subdivisions of the general and detailed specifications, the sum of which shall equal the lump sum bid. The cost of various materials shall be furnished upon request of the Project Manager and such data will then be used as a basis for making progress estimates. Breakdown cost itemized specification section and trade, and distribute cost to individual applicable units and specific series or, identification number, utilize said designation throughout cost breakdown. Provide detailed breakdown for individual yard piping or conduit runs and identify approximate quantities involved to satisfaction of the Project Manager. Provide separate breakdown for change order items or items requested.

Provide an additional breakdown sheet, equivalent to AIA document G703, showing the tabulation format for stored materials. Submit this sheet each month with the

Contractor's pay request breakdown. The detail and format of cost breakdown and stored materials tabulation sheet shall be fully approved by the Project Manager."

SC-2.07 INITIAL ACCEPTANCE OF SCHEDULES

Delete the first paragraph of 2.07.A in its entirety and insert the following in its place:

"Prior to the first application for payment all schedules and documents identified in paragraph 2.05.A shall be finalized and acceptable to the Project Manager and the Owner. No progress payment shall be made to the Contractor until the schedules are submitted to and acceptable to the Project Manager and the Owner as provided below. The progress schedule shall be CPM form or other acceptable format that shows estimated time for each work item, and starting and completion dates for each part of the Work.

Acceptance of these schedules and documents by either the Project Manager or the Owner will neither impose on the Project Manager or the Owner responsibility for the sequencing, scheduling or progress of the Work and will not interfere with or relieve the Contractor from the Contractor's full responsibility therefore."

Add the following after Paragraph 2.07.A.3

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

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT. AMENDING. REUSE

SC-3.01. INTENT

Add the following paragraphs after paragraph SC-3.01C, which are to read as follows:

- "D. The Specifications may vary in form, format and style. Some specification sections are written in varying degrees of streamlined or declarative style and some sections may be relatively narrative by comparison. Omissions of such words and phrases as "the Contractor shall," in conformity with "as shown," or "as specified" are intentional in streamlined sections. Omitted words and phrases shall be supplied by inference. Similar types of provisions may appear in various parts of a section or articles within a part depending on the format of the section. The Contractor shall not take advantage of any variation of form, format or style in making claims for extra Work.
- E. The cross referencing of specification sections under the subparagraph heading "Related Sections include but are not necessarily limited to:" and elsewhere within each specification section is provided as an aid and convenience to the Contractor. The Contractor shall not rely on the cross referencing provided and shall be responsible to coordinate the entire work under the Contract Documents and provide a complete Project whether or not the cross referencing is provided in each section or whether or not the cross referencing is complete."

Add the following paragraph after paragraph SC-3.03.B.1:

2. In resolving conflicts resulting from conflicts, errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

- a. Agreement
- b. Specifications
- c. Drawings

Within the Specifications, the order of precedence is as follows:

- a. Addenda/Change Orders
- b. Contractor's Bid (Bid Form)
- c. Supplemental General Conditions
- d. Special Provisions
- e. Notice Inviting Bids
- f. Instructions to Bidders
- g. General Conditions
- h. Technical Specifications
- i. Referenced Standard Specifications

With reference to the drawings, the order of precedence is as follows:

- a. Figures govern over scaled dimensions
- b. Detail drawings govern over general drawings
- c. Addenda/change order drawings govern over contract drawings
- d. Contract drawings govern over standard drawings
- e. Contract drawings govern over shop drawings

ARTICLE 4 – AVAILABILITY OF LANDS: SUBSURFACE AND PHYSICAL CONDITIONS: HAZARDOUS ENVIRONMENTAL CONDITIONS: REFERENCE POINTS

SC-4.01 AVAILABILITY OF LANDS

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

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

SC-4.02 SUBSURFACE AND PHYSICAL CONDITIONS

Delete the first sentence of Paragraph 4.02.A and replace with the following:

“A. Reports and Drawings: The Special Provisions identify:

Delete Paragraph 4.02.A.1 and replace with the following:

“1. The reports, explorations, tests, drawings, etc., if any, of subsurface or physical conditions at or contiguous on the site the Project Manager has used in preparing the Contract Documents.

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Add the following new paragraphs immediately after Paragraph 4.02.B.3 of the General Conditions:

- “4. Test hole information represents subsurface characteristics to the extent indicated, and only for the point location of the test hole. The Contractor shall make his own interpretation of the character and condition of the materials which will be encountered between test hole locations. It shall be understood that the information provided is not guaranteed to be more than a general indication of the physical conditions likely to be found.
5. Any aerial photos used to produce the drawings may be dated, and therefore do not represent the actual conditions of the site. It is the Contractor’s responsibility to verify existing conditions as required in the Bidders’ Examination of Site section of the Instructions to Bidders.”

SC-4.03 DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

Add the following to the end of Paragraphs 4.03.A.

“The Contractor to notify the Owner and the Project Manager 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 4.03 are not followed.”

SC-4.04 – UNDERGROUND FACILITIES

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

- “3. At least 2 but not more than 10 business days before beginning any excavation, the Contractor shall according to MCA 69-4-503, 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, the Owner and the Project Manager are not responsible for the accuracy or completeness of such information or data.”

SC-4.05 REFERENCE POINTS

Add the following to paragraph 4.05:

“The Owner provided survey and reference points are detailed within the Special Provisions, Section 01050, Field Project Engineering. The Contractor shall provide all other staking required to complete the project as well as comply with any additional requirements (if any) detailed within Section 01050.

SC-4.06 HAZARDOUS ENVIRONMENTAL CONDITION AT SITE

Delete paragraph 4.06.A and 4.06.B in the General Conditions in their entirety and insert the following:

- “A. Hazardous Environmental Conditions may be present at the existing project site to include:
 - 1. Asbestos
- B. The Contractor shall take necessary precautions in the abatement of the aforementioned Hazardous Environmental Conditions; including but not limited to demolition, removal, handling, and disposal of the hazardous materials in accordance with all governing regulations and the Standard General Conditions of this project.”

ARTICLE 5 – BONDS AND INSURANCE

SC-5.01 PERFORMANCE, PAYMENT, AND OTHER BONDS

Amend Paragraph 5.01.A by striking out the words “one year” and replacing them with the words “two years” as so amended Paragraph 5.01.A remains in effect.

SC-5.02 LICENSED SURETIES AND INSURERS

Add the following to the end of Paragraph 5.02.A:

“Without limiting any of the other obligations or liabilities of the Contractor, the 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 Project Manager and their agents and employees from claims for bodily injury, or property damage which may arise from operations and completed operations under this Agreement. The 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 Project Manager.

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 two years following the substantial completion date for property damage resulting from occurrences during the agreement period.”

SC-5.03.B.

Add the following immediately after paragraph 5.03.A of the General Conditions:

“Coverage in the minimum amounts set forth herein, or as provided by the Contractor if greater, shall not be construed to relieve the Contractor from liability in excess of such coverage limits.

Compliance: Failure of the Contractor to fully comply with these requirements will be considered a material breach of Contract and shall be cause for immediate termination of the Contract at the option of the Owner.

The Owner will not pay progress estimate payment due under Article 14 of the Standard General Conditions until the Contractor has fully complied with this section. This remedy is not exclusive and the Owner may take such other action as is available to it under other provisions of the Contract otherwise in law.”

SC-5.04 CONTRACTOR'S LIABILITY INSURANCE

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

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

1. Workers' Compensation, etc. under Paragraphs 5.04.A.1 and 5.04.A2 of the General Conditions.
 - a. State Statutory
 - b. Applicable Federal (e.g. Longshoremans) Statutory
 - c. Employer's Liability \$1,000,000.00
2. General Liability under subparagraphs 5.04.A.3 through 5.04.A.6: The General Aggregate Limit shall apply separately to each of the Contractor's projects.
 - a. General Aggregate per project \$3,000,000.00
 - b. Products-Completed Operations (Aggregate) \$3,000,000.00
 - c. Personal and Advertising Injury \$1,000,000.00
 - d. Bodily Injury and Property Damage (Each Occurrence) \$1,000,000.00
 - e. Coverage will include:
 - (1) Premises - Operations
 - (2) Operations of Independent Contractor
 - (3) Contractual Liability
 - (4) Personal Injury
 - (5) Products and Completed Operations
 - (6) Broad Form Property Damage (to include explosion, collapse, blasting and underground where applicable).
 - (7) Per Project Aggregate Endorsement

- f. The Contractor's Liability Insurance under 5.04.A.3 through 5.04.A.6 may be satisfied by primary insurance or a combination of primary and excess or umbrella insurance. Primary occurrence limit cannot be less than \$1,000,000.00. The deductible, if any, may not exceed \$5,000.00 per occurrence.
 - g. If Contractor is aware that the General Aggregate Limit may be diminished by an amount of \$500,000 or greater due to injury or damages caused by any activity associated with the work which may result in a claim(s) ("potential claims"), the Contractor shall provide notice to Owner of the potential claims, and the City may require that Contractor obtain additional aggregate insurance coverage for the remainder of the work. Contractor shall again provide such notice for each subsequent event creating potential claims where the General Aggregate Limit may again be diminished by an amount of \$500,000 or greater.
- 3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:
 - a. Combined Single Limit \$1,000,000.00
(bodily injury and property damage)
 - b. Coverage to Include:
 - (1) All Owned
 - (2) Hired
 - (3) Non-Owned
 - c. Contractor's Automobile Liability Insurance under Paragraph 5.04.A.6 must be satisfied by primary insurance of \$1,000,000.00. The deductible, if any, may not exceed \$5,000.00 per occurrence."
- 4. The Contractor's insurance coverage shall name the following as additional insured with respect to insurance required by Article 5.

OWNER:City of Missoula
- 5. Coverage required by Paragraph 5.4 of the General Conditions may be satisfied by primary insurance or a combination of primary and excess or umbrella insurance. Primary occurrence limit cannot be less than \$1,000,000.00. The deductible, if any, may not exceed \$5,000.00 per occurrence. Contractor shall provide coverage for not less than the amounts required by the contract for General Liability as follows:
 - a. General Aggregate Per Project \$3,000,000.00

- | | | |
|----|--|-----------------------|
| b. | Each Occurrence
(Bodily Injury and Property Damage) | <u>\$1,000,000.00</u> |
|----|--|-----------------------|

SC-5.04.B.5 CANCELLATION NOTICE

Amend paragraph 5.04.B.5 of the General Conditions by striking out the words "30 days" and replacing them with the words "45 days" and as so amended paragraph 5.04.B.5 remains in effect. The cancellation notice shall contain substantially the following statement:

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail written notice to the certificate holder 45 days prior to cancellation."

SC-5.06 PROPERTY INSURANCE

Delete Article 5.06 of the General Conditions in its entirety and insert the following in its place:

"SC- 5.06 PROPERTY INSURANCE ON THE WORK - PURCHASED BY CONTRACTOR

- A. Before commencement of the work, the Contractor shall submit written evidence that he has obtained, from companies lawfully authorized to do business in the State of Montana with minimum "A.M. Best Rating" of A-,VI, for the period of the Contract, property insurance upon the work at the site in the amount of the original Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles.
- B. This policy shall be written on an "All-Risk" or open peril or special causes of loss policy form and include Completed Value Insurance coverage upon the entire project which is the subject of this Contract and including completed work and work in progress. At a minimum this insurance shall cover physical loss and damage to the Work itself, to temporary buildings or structures, and to materials and equipment in care, custody, control or in transit before and during installation, from at least the following perils or causes of loss: fire (with extended coverage), lightning, theft, vandalism and malicious mischief, earthquake, flood, water damage, windstorm, collapse, testing and startup, and debris removal including demolition occasioned by enforcement of Laws and Regulations, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
- C. Such insurance shall be maintained in effect until final payment is made or until no person or entity other than the Owner has an insurable interest in the property required by this paragraph to be covered, whichever is later, unless otherwise agreed to in writing by Owner. Such insurance shall include as Additional Named Insured: The Owner; the Contractor, Subcontractors and their subcontractors, the Architect, the Project Manager and their consultants; and each of their officers; employees and agents; and any other persons with an insurable interest designated by the Owner as an Additional Named Insured.

- D. The Owner will not carry separate insurance for this project. All required insurance coverage shall be purchased and maintained by the Contractor. Certificates of Insurance reflecting all required coverage shall be provided to Owner prior to issuance of the Notice to Proceed.”

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

SC-6.02 LABOR: WORKING HOURS

Add the following to Paragraph 6.02.B:

“Regular working hours are defined as weekdays 7:00 A.M. to 7:00 P.M. (unless otherwise specified within the Special Provisions), holidays excluded. Emergency work may be performed without prior permission.”

SC-6.04 PROGRESS SCHEDULE

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

- “1. The Contractor shall submit to the Project Manager 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 the Project Manager 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 the Contractor until the updated schedules are submitted to and acceptable to the Project Manager and the Owner. Review and acceptance of progress schedules by the Project Manager will neither impose on the Project Manager’s responsibility for the sequencing, scheduling or progress of the Work, nor interfere with or relieve the Contractor from the Contractor’s full responsibility therefore.”

SC-6.12 RECORD DOCUMENTS

Insert the following at the end of paragraph 6.12.A:

“The Contractor shall assist the Project Manager in preparation of the project record drawings. The Contractor shall provide one (1) person to assist in recording this data if requested by the Project Manager.”

Add the following paragraph to the end of paragraph 6.12.A.:

- “B. The Project Manager must provide the Owner at the completion of the project, an accurate record of location of all newly constructed items. Throughout the progress of the work, the Contractor shall maintain an accurate record of changes in the Contract Documents. The Contractor shall maintain in a safe place at the construction site(s), one record copy of all drawings, specifications, addenda, written amendments, change orders, work directive changes, field orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents, together with all approved samples and a counterpart of all approved shop drawings, will be available to the Project Manager for reference. Upon completion of the work, these record documents, samples, and shop drawings will be delivered to the Project Manager and the Owner.”

SC-6.13 SAFETY AND PROTECTION

Change Supplementary Conditions in paragraph 6.13.C to Special Provisions.

Add the following new paragraphs to the end of paragraph 6.13.F of the General Conditions:

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

SC-6.20 INDEMNIFICATION

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

“While the Owner and the Project Manager 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 11 – COST OF THE WORK: ALLOWANCES: UNIT PRICE WORK

SC-11.01 COST OF THE WORK

11.01.A.1 Before last sentence, add:

“Superintendents off-site are included in overhead and profit of 15% per paragraph 12.01.C.2.A and will not be paid for separately under this paragraph.”

Delete paragraph 11.01.A.5.c of the General Conditions in its entirety and insert the following in its place:

- “c. The Contractor will be paid for the use of equipment at the rental rate listed for such equipment specified in the current edition of the "Rental Rate Blue Book" as published by Machinery Information Division of K-III Directory Corporation, 1735 Technology Drive, Suite 410, San Jose, California 95110, telephone (800) 669-3282. Such rental rate will be used to compute payments for equipment whether the equipment is under the Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to the Owner for the total period of use. If it is deemed necessary by the Contractor to use equipment not listed in the foregoing publication, an equitable rental rate for the equipment will be established by the Project Manager. The Contractor may furnish cost data which might assist the Project Manager in the establishment of the rental rate.

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- (1) The rental rates paid, as above provided, shall include the cost of fuel, oil, lubrication supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals. Operators of equipment will be separately paid for as provided in Article 11.4.1, herein.
- (2) All equipment shall, in the opinion of the Project Manager, be in good working condition and suitable for the purpose for which the equipment is to be used.
- (3) Before construction equipment is used on the work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Project Manager, in duplicate, a description of the equipment and its identifying number.
- (4) Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
- (5) Individual pieces of equipment or tools having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.
- (6) Rental time will not be allowed while equipment is inoperative due to breakdowns.
- (7) Hourly rates for equipment used on an hourly basis, which is maintained on-site for basic project use shall be determined by dividing the monthly Blue Book rate by 176 hours. This has been determined to be the rate resulting in the least total cost to the Owner. If equipment is furnished solely for use on extra work, and is used on an hourly basis, the hourly rate shall be determined by using the Blue Book hourly rate, on a daily basis the daily rate, on a weekly basis the weekly rate, and on a monthly basis the monthly rate.
- (8) Standby time. Equipment that is in operational condition and is standing by with the Project Manager's approval while extra work is being performed will be paid for at standby rates as explained in the Introduction of the Blue Book. The standby rate percentage will be applied to the equipment base rate after adjustment for year and region. Standby rates do not include operating costs. Standby rates will be applied immediately when the equipment is no longer in productive operation on the extra work. There is no grace period where full equipment rates are allowed on non-productive equipment or until the standby rates become effective. During periods of

suspension of work, pursuant to Article 15.01 herein, or delay of normal work due to a changed condition, idle time of construction equipment will be paid for at standby rates.

EQUIPMENT ON THE WORK. The rental time to be paid for the equipment on the work shall be the time the equipment is in productive operation on the extra work being performed and, in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location, except that moving time will not be paid if the equipment is used on other than the extra work, even though located at the site of the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made for loading and transporting costs when the equipment is used at the site of the extra work on other than the extra work. The following shall be used in computing the rental time of equipment on the work.

- (a) When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.
- (b) When daily rates are listed, any part of a day less than 4 hours of operation shall be considered to be 1/2-day of operation. When owner-operated equipment is used to perform extra work to be paid for on a cost-plus basis, the Contractor will be paid for the equipment and operator, as follows:
 - Payment for the equipment will be made in accordance with the provisions in this Article.
 - Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the project, or in the absence of such labor established by collective bargaining agreements for the type of workmen and location of the work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of Article 11.01.A.1, herein, which surcharge shall constitute full compensation for payments imposed by State and Federal laws and all other payments made to or on behalf of workers other than actual wages.
 - To the direct cost of equipment rental and labor, computed as provided herein, will be added the allowances for equipment rental and labor as provided in Article 12.01.C, herein."

SC-11.03 UNIT PRICE WORK

Delete paragraph 11.03.D.1 and D.2 of the General Conditions in their entirety and insert the following in its place:

- “D.1 The total cost of a particular individual item of Unit Price Work amounts to 10% or more of the Contract Price which is the total sum of all schedules (if any), and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25% from the estimated quantity of such item indicated in the Agreement; and”

Add the following new paragraph immediately after paragraph 11.03.D of the General Conditions:

- “E. Unless specifically noted otherwise, work required in the plans and specifications which has no measurement and payment item and is not a separate bid item on the bid proposal sheet, is considered incidental to the work and no separate payment will be made. The cost of these portions of the work should be included in other bid items.”

ARTICLE 13 – TESTS AND INSPECTIONS: CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-13.01 NOTICE OF DEFECTS

Add the following to paragraph 13.01:

- “The express warranty and guarantee shall not be construed to deny the Owner or any other affected person the right to make claim on any applicable warranty implied by law.”

SC-13.03 TESTS AND INSPECTIONS

Add the following to paragraph 13.03.B:

“All quality assurance and compliance testing of work accomplished will be performed by the Contractor, at no cost to the Owner (unless otherwise specified). All tests for work or materials that fail to meet specified requirements shall be borne by the Contractor and shall be deducted from his progress payments. Where specifications require that certain materials are to be tested “in-place” or in final position, if the Contractor desires quality control testing at any stage prior to final position, they shall do so at thier own expense.”

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02.A APPLICATIONS FOR PAYMENTS

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

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

Add the following to Paragraph 14.02.A.3:

“In accordance with state law the Owner may accept deposited securities in lieu of cash retainage. Retainage may be used by the Owner to offset costs for any of the losses enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.d inclusive, 14.02.C.1.a. through 14.02.C.1.d inclusive, or 15.02.A. In addition, retainage may be used by the Owner to protect against loss from failure by the Contractor to complete necessary work and to offset any liquidated damages due the Owner.”

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

- “4. Each application for progress payment shall be accompanied by the Contractor’s updated progress schedule, shop drawings schedules, procurement schedules, and other data specified herein or reasonably required by the Owner or the Project Manager. The Owner reserves the right to require submission of monthly certified payrolls by the Contractor. After the first progress payment which may request

payment for materials in storage without proof of payment, the Contractor must submit, with the following months payment request, evidence satisfactory to the Owner that such material has been paid for. Failure to provide this evidence for the first request and subsequent requests will result in withholding from subsequent progress payments the amount requested for materials in storage.

5. Each application for payment shall be accompanied by an executed lien release form from the General Contractor. Upon request and prior to issuing completion of the project, lien releases must be received from any Subcontractor and Supplier performing work on the project. Lien release shall be in a format acceptable to the Owner.”

SC-14.02.C PAYMENT BECOMES DUE

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

- “1. The Owner will, upon presentation to him of the Contractor’s Application for Payment, with Project Manager’s recommendation, review and act upon said payment within thirty (30) days after Contractor has submitted the application. Within thirty (30) days after approving all or part of the application, the Owner will pay for the work approved (subject to the provisions of Paragraph 14.02.D of the General Conditions).

SC-14.02.D.1.C

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

“...entitling the Owner to a set-off against the amount recommended, , or...”

SC-14.03 CONTRACTORS WARRANTY OF TITLE

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

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

SC-14.05 PARTIAL UTILIZATION

Add the following to Paragraph 14.05.A:

PLAYFAIR TENNIS COURT RECONSTRUCTION

"The 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. The 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. The 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 the 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 14.04. Guarantee periods for accepted or substantially completed work including mechanical and electrical equipment will commence upon the start of continuous use by the Owner. All tests and instruction of the 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 the Contractor. If the work has been substantially completed and the Project Manager 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-14.06 FINAL INSPECTION

Add the following to Paragraph 14.06.A:

"After the Contractor has remedied all deficiencies to the satisfaction of the Project Manager 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), the Owner and the Contractor shall be promptly notified in writing by the Project Manager that the work is acceptable."

SC-14.09 WAIVER OF CLAIMS

Add the words "and/or the Project Manager" to the first sentence of Paragraph SC-14.09.A.2. after the words "against the Owner."

ARTICLE 17 - MISCELLANEOUS

SC-17.01 GIVING NOTICE

Add the following to Paragraph 17.01.A:

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

END OF SECTION

MONTANA
PREVAILING WAGE RATES FOR HEAVY CONSTRUCTION SERVICES 2022

**Effective: January 1,
2022**

*Greg Gianforte,
Governor State of
Montana*

*Laurie Esau, Commissioner
Department of Labor &
Industry*

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

Employment Relations Division
Montana Department of Labor and Industry
P. O. Box 8011
Helena, MT 59620-1503
Phone 406-444-6543

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

Disabilities Act. **MONTANA PREVAILING WAGE REQUIREMENTS**

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

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

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

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

LAURIE ESAU
Commissioner
Department of Labor and
Industry State of Montana

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A. Date of Publication January 1 2022

B. Definition of Heavy Construction

The Administrative Rules of Montana (ARM), 24.17.501(4) – (4)(a), states “*Heavy construction projects include, but are not limited to, those projects that are not properly classified as either ‘building construction’, or ‘highway*

construction.’

Heavy construction projects include, but are not limited to, antenna towers, bridges (major bridges designed for commercial navigation), breakwaters, caissons (other than building or highway), canals, channels, channel cut-offs, chemical complexes or facilities (other than buildings), cofferdams, coke ovens, dams, demolition (not incidental to construction), dikes, docks, drainage projects, dredging projects, electrification projects (outdoor), fish hatcheries, flood control projects, industrial incinerators (other than building), irrigation projects, jetties, kilns, land drainage (not incidental to other construction), land leveling (not incidental to other construction), land reclamation, levees, locks and waterways, oil refineries (other than buildings), pipe lines, ponds, pumping stations (prefabricated drop-in units – not buildings), railroad construction, reservoirs, revetments, sewage collection and disposal lines, sewers (sanitary, storm, etc.), shoreline maintenance, ski tows, storage tanks, swimming pools (outdoor), subways (other than buildings), tipples, tunnels, unsheltered piers and wharves, viaducts (other than highway), water mains, waterway construction, water supply lines (not incidental to building), water and sewage treatment plants (other than buildings) and wells.”

C. Definition of Public Works Contract

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

D. Prevailing Wage Schedule

This publication covers only Heavy Construction occupations and rates in the specific localities mentioned herein. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Building Construction, Highway Construction and Nonconstruction Services occupations can be found on the internet at <https://erd.dli.mt.gov/labor-standards/> or by contacting the department at (406) 444-6543.

E. Rates to Use for Projects

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

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:

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

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

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

G. Fringe Benefits

Section 18-2-412, MCA states:

“(1) To fulfill the obligation...a contractor or subcontractor may:

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

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

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

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

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

H. Dispatch City

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

I. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(24), defines zone pay as *“...an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job.”* See section H above for a list of dispatch cities.

J. Computing Travel Benefits

ARM, 24.17.103(22), states *“ ‘Travel pay,’ also referred to as ‘travel allowance,’ is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee's home, whichever is closer, to the center of the job.”* See section H above for a list of dispatch cities.

K. Per Diem

ARM, 24.17.103(18), states *“ ‘Per diem’ typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer.”*

L. Apprentices

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

M. Posting Notice of Prevailing Wages

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

N. Employment Preference

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

O. Projects of a Mixed Nature

Section 18-2-418, MCA states:

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

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

P. Occupations Definitions

You can find definitions for these occupations on the following Bureau of Labor Statistics website: <https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates/building-construction-occupations>

Q. Welder Rates

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

R. Foreman Rates

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

S. Proper Classification for Pipefitter and Laborer/Pipelayer Work on Water and Waste Water Treatment Plants

The proper classification for the following work is Pipefitter, when it is performed inside a building structure or performed at a location which will later be inside of a building: Joining steel pipe larger than 12 inches in diameter with bolted flange connections that has been pre-fabricated off site and does not require any modification such as cutting, grinding, welding, or other fabrication in order to be installed. All other work previously classified as pipefitter remains in that classification. The proper classification for that work when it is at a location that will always be outside a building is Pipelayer, which is under the Laborer Group 3 classification.

WAGE RATES

BOILERMAKERS

	Wage	Benefi
Duties Include:	t \$34.12	\$31.68
Construct, assemble, maintain, and repair stationary steam boilers, boiler house auxiliaries, process vessels, pressure vessels and penstocks. Bulk storage tanks and bolted steel tanks.		

Travel:
All Districts
0-120 mi. free zone
>120 mi. federal mileage rate/mi.

Special Provision:
Travel is paid only at the beginning and end of the job.

Per
Diem:
All
Districts
0-70 mi. free zone
>70-120 mi. \$65.00/day
>120 mi. \$80.00/day

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BRICK, BLOCK, AND STONE MASONS

Wage	Benefit
\$35.95	\$18.52

Travel:
0-20 mi. free zone
>20-35 mi. \$30.00/day
>35-55 mi. \$35.00/day
>55 mi. \$78.00/day

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CARPENTERS

Wage	Benefit
\$32.75	\$13.82

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

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CEMENT MASONS AND CONCRETE FINISHERS

	Wage	Benefi
Duties Include:	t \$22.85	\$12.85

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$2.95/hr.
>60 mi. base pay + \$4.75/hr.

Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, or curbs. Align forms for sidewalks, curbs, or gutters. Rates for rebar workers can be found under the Ironworkers classification.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

Wage	Benefit
\$28.21	\$13.65

Zone Pay:
 0-30 mi. free zone
 >30-60 mi. base pay + \$3.50/hr.
 >60 mi. base pay + \$5.50/hr.

This group includes but is not limited to:
 Air Compressor; Auto Fine Grader; Belt Finishing;
 Boring Machine (Small) 12 inch and under;
 Cement Silo; Crane, A- Frame Truck Crane;
 Crusher Conveyor; DW-10, 15, and 20 Tractor
 Roller; Farm Tractor; Forklift; Form Grader; Front-
 End Loader, under 1 cu. yd; Oiler, Heavy Duty
 Drills; Herman Nelson Heater; Mucking Machine;
 Oiler, All Except Cranes/Shovels; Pumpman.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

Wage	Benefit
\$30.04	\$13.65

0-30 mi. free zone
 >30-60 mi. base pay + \$3.50/hr.
 >60 mi. base pay + \$5.50/hr.

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

CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

Wage	Benefit
\$29.75	\$13.65

Zone Pay:
 0-30 mi. free zone
 >30-60 mi. base pay + \$3.50/hr.
 >60 mi. base pay + \$5.50/hr.

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

Wage	Benefit
\$30.75	\$13.65

Zone Pay:
 0-30 mi. free zone
 >30-60 mi. base pay + \$3.50/hr.
 >60 mi. base pay + \$5.50/hr.

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

Wage	Benefi
t	
\$31.75	\$13.65

Zone Pay:
 0-30 mi. free zone
 >30-60 mi. base pay + \$3.50/hr.
 >60 mi. base pay + \$5.50/hr.

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

Wage	Benefit
\$32.75	\$13.65

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$3.50/hr.
>60 mi. base pay + \$5.50/hr.

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

CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

Wage	Benefit	Zone Pay:
\$33.75	\$13.65	0-30 mi. free zone
<p>This group includes but is not limited to: Cranes, 150 tons up to and incl. 250 tons; Cranes, over 250 tons—add \$1.00 for every 100 tons over 250 tons; Crane, Tower (All); Crane Stiff-Leg or Derrick; Helicopter Hoist.</p>		>30-60 mi. base pay + \$3.50/hr.
		>60 mi. base pay + \$5.50/hr.

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CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

Wage	Benefit	Zone Pay:
\$23.08	\$11.77	0-30 mi. free zone
		>30-60 mi. base pay + \$3.05/hr.
		>60 mi. base pay + \$4.85/hr.

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CONSTRUCTION LABORERS GROUP 2

Wage	Benefit	Zone Pay:
\$25.90	\$11.77	0-30 mi. free zone
<p>This group includes but is not limited to: General Labor; Asbestos Removal; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-lay Down; Crusher and Batch Worker; Heater Tender; Fence Erector; Landscape Laborer; Landscaper; Lawn Sprinkler Installer; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sign Erection; Guardrail and Jersey Rail; Spike Driver; Stake Jumper; Signalman; Tail Hoseman; Tool Checker and Houseman and Traffic Control Worker.</p>		>30-60 mi. base pay + \$3.05/hr.
		>60 mi. base pay + \$4.85/hr.

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CONSTRUCTION LABORERS GROUP 3

Wage	Benefit
\$26.07	\$11.77

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

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$3.05/hr.
>60 mi. base pay + \$4.85/hr.

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CONSTRUCTION LABORERS GROUP 4

Wage	Benefit
\$26.76	\$11.77

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

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$3.05/hr.
>60 mi. base pay + \$4.85/hr.

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

DI V E R S	Wage	Benefi
	t	t
Stand-By	\$44.98	\$17.84
Diving	\$89.96	\$17.84

Depth Pay (Surface
Diving) 0-20 ft. free
zone
>20-100 ft. \$2.00 per ft.
>100-150 ft. \$3.00 per ft.
>150-220 ft. \$4.00 per ft.
>220 ft. \$5.00 per ft.

Diving In Enclosures
0-25 ft. free zone
>25-300 ft. \$1.00 per ft.

Zone Pay:

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

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DIVER TENDERS

	Wage	Benefit
	\$43.98	\$17.84
The tender shall receive 2 hours at the straight time pay rate per shift for dressing and/or undressing a Diver when work is done under hyperbaric conditions.		

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

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ELECTRICIANS

	Wage	Benefi
	t \$35.59	\$16.39

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

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

0-08 mi. free zone
>08-50 mi. federal mileage rate/mi. in excess of the free zone.
>50 mi. \$60.57/day

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INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

	Wage *	Benefit *
	\$39.97	\$19.87

Duties Include:
Insulate pipes, ductwork or other mechanical systems.

Travel: *

0-30 mi. free zone
>30-40 mi. \$25.00/day
>40-50 mi. \$35.00/day
>50-60 mi. \$50.00/day
>60 mi. \$60.00/day plus

- \$0.56/mi. if transportation is not provided.
- \$0.20/mi. if in company vehicle.

>60 mi. \$100.00/day on jobs requiring an overnight stay plus

- \$0.56/mi. if transportation is not provided.
- \$0.20/mi. if in company vehicle.

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*** Amended 3/11/2022**

IRONWORKERS - STRUCTURAL STEEL AND REBAR PLACERS

	Wage \$29.38	Benefit \$27.05	Travel: 0-45 mi. free zone >45-60 mi. \$45.00/day >60-100 mi. \$70.00/day >100 mi. \$90.00/day
Duties Include: Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.			Special Provision: When the employer provides transportation, travel will not be paid. However, when an employee is required to travel over 70 miles one way, the employee may elect to receive the travel pay in lieu of the transportation.

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LINE CONSTRUCTION – EQUIPMENT OPERATORS

	Wage t \$36.00	Benefi \$16.92	Travel: No Free Zone \$60.00/day
Duties Include:			

All work on substations

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LINE CONSTRUCTION – GROUNDMAN

	Wage t \$29.09	Benefi \$16.09	Travel: No Free Zone \$60.00/day
Duties Include:			

All work on substations

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LINE CONSTRUCTION – LINEMAN

	Wage t \$48.65	Benefi \$18.03	Travel: No Free Zone \$60.00/day
Duties Include:			

All work on substations

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MILLWRIGHTS			
	Wage	Benefi	
Duties Include:	t \$39.68	\$14.27	
			Zone Pay: 0-30 mi. free zone >30-60 mi. base pay + \$4.00/hr. >60 mi. base pay + \$6.00/hr.

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PAINTERS			
	Wage	Benefi	
Duties Include:	t \$25.00	\$0.00	
			Travel: No travel or per diem established.

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PILE BUCKS			
	Wage	Benefi	
Duties Include:	t \$32.75	\$13.82	
Set up crane; set up hammer; weld tips on piles; set leads; insure piles are driven straight with the use of level or plum bob. Give direction to crane operator as to speed, and direction of swing. Cut piles to grade.			Zone Pay: 0-30 mi. free zone >30-60 mi. base pay + \$4.00/hr. >60 mi. base pay + \$6.00/hr.

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PLUMBERS, PIPEFITTERS, AND STEAMFITTERS			
	Wage	Benefit	
Duties Include:	\$39.98	\$20.26	
			systems.

Duties Include:
Assemble, install, alter, and repair pipe-lines or pipe systems that carry water, steam, air, other liquids or gases. Testing of piping systems, commissioning and retro- commissioning. Workers in this occupation may also install heating and cooling equipment and mechanical control

Travel:

0-70 free zone

>70 mi.

- On jobs when employees do not work consecutive days: \$0.55/mi. if employer

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doesn't provide transportation. Not to exceed two trips.

- On jobs when employees work any number of consecutive days: \$105.00/day.

SPRINKLER FITTERS

Wage

\$35.66

Benefit

\$24.29

Duties Include:
Duties Include but not limited to any and all fire protection systems: Installation, dismantling, inspection, testing, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems, including both overhead and underground water mains, all piping, fire hydrants, standpipes, air lines, tanks, and pumps used in connection with sprinkler and alarm systems.

Travel

All Districts

The following travel allowance is applicable when traveling in employee’s vehicle.

0-60 mi. free zone

>60-80 mi. \$19.00/day

>80-100 mi. \$29.00/day

>100 mi. \$105.00/day.

Special Provision
When traveling >100 miles, mileage at \$0.54/mi. + \$8.59 for every 15 miles traveled at beginning and end of job.

The following travel allowance is applicable when traveling in employer’s vehicle.

0-100 mi. free zone

>100 mi. \$105.00/day

Special Provision
When traveling >100 miles, \$8.59 for every 15 miles traveled, at beginning and end of job.

Per

Diem:

All

Districts

No per diem is applicable when traveling in employee’s vehicle

The following per diem is applicable when traveling in employer’s vehicle.

0-100 mi. free zone

>100 mi. \$105.00/day

TRUCK DRIVERS

Pilot Car Driver	No Rate Established	
	Wage	Benef
	it	
Truck Driver	\$31.28	\$9.37

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

Zone
Pay: All
Districts
0-30 mi. free zone
>30-60 mi. base pay + \$3.05/hr.
>60 mi. base pay + \$.4.85/hr.

Special Provision:
Zone pay only applies to the Truck Driver classification. No zone pay was established for Pilot Car Driver.

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PLAYFAIR TENNIS COURT RECONSTRUCTION

SECTION 00920
CITY OF MISSOULA STANDARD FORMS

Certificate of Substantial Completion

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Project Manager's Project No.:

This [tentative] [definitive] Certificate of Substantial Completion applies to:

- ☐ All Work under the Contract Documents: ☐ The following specified portions:

Date of Substantial Completion

The work to which this Certificate of Substantial Completion applies has been inspected by authorized representatives of Owner, Contractor and Project Manager, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto, if applicable. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

- ☐ Amended Responsibilities ☐ Not Amended

Owner's Responsibilities:

Contractor's Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Project Manager

Date

Executed by Contractor

Date

Executed by Owner

Date

Work Change Directive

No. ____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Project Manager's Project No.:

Contractor is directed to proceed promptly with the following change(s):

Item No.	Description

Attachments (list documents supporting change):

Purpose for Work Change Directive:

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

Nonagreement on pricing of proposed change.

Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price\$ (increase/decrease) Contract Time _____ (increase/decrease)
days

Recommended for Approval by Project Manager:	Date
Authorized for Owner by:	Date
Received for Contractor by:	Date
Received by Funding Agency (if applicable):	Date:

Change Order No.

Date of Issuance: _____

Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Project Manager's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____ :

\$

Contract Price prior to this Change Order:

\$

[Increase] [Decrease] of this Change Order:

\$

Contract Price incorporating this Change Order:

\$

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working Days ☐ Calendar Days ☐

Substantial completion (days or date):

Ready for final payment (days or date):

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____ :

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED:

By: _____

Project Manager (Authorized
Signature)

Date: _____

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable):

____ Date: _____

Field Order
No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Project Manager's Project No.:

Attention:

You are hereby directed to promptly execute this Field Order issued in accordance with General Conditions Paragraph 9.05A for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Project Manager immediately and before proceeding with this Work.

Reference:

(Specification Section(s))	(Drawing(s) / Detail(s))

Description:

[illegible]

Attachments:

	Project
--	---------

Receipt Acknowledged by (Contractor):	Date:
---------------------------------------	-------

Copy to Owner

**LIEN/CLAIM WAIVER
CONDITIONAL / UNCONDITIONAL**

FROM: _____ **PROJECT:** _____

Address _____ **Location** _____

Contact Person: _____ **Project Manager:** _____

Contact Telephone: _____ **Project Telephone:** _____

CONDITIONAL	UNCONDITIONAL RELEASE
<p>The undersigned does hereby acknowledge that upon receipt by the undersigned of a check from (Name of Firm writing check): _____ in the sum of _____ and when the check has been properly endorsed and has been paid by the bank upon which it was drawn, this document shall become effective to release pro tanto any and all claims and rights of lien which the undersigned has on the above referenced job. This release covers a progress payment for labor, services, equipment, materials furnished and/or claims thought (date): _____ only and does not cover any retention of items furnished after that date. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.</p> <p>I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF MONTANA THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.</p> <p>Signature: _____</p>	<p>The undersigned does hereby acknowledge that the undersigned has been paid and has received progress payments in the sum of _____ for labor, services, equipment or materials furnished to the above referenced job and does hereby release pro tanto any and all claims and rights of lien which the undersigned has on the above referenced job. This release covers all payments for labor, services, equipment, materials furnished and/or claims to the above referenced job through (date): _____ only and does not cover any retention or items furnished after that date.</p> <p>NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY LAND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE THE CONDITIONAL RELEASE FORM TO THE LEFT.</p> <p>I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF MONTANA THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.</p> <p>Signature: _____</p>
(Authorized /Corporate Officer/Partner/Owner)	(Authorized /Corporate Officer/Partner/Owner)
(Title) Dated this _____, 200__ at _____	(Title) Dated this _____, 200__ at _____
(City, State)	(City, State)

AFFIDAVIT OF BILLS PAID FOR RELEASE OF FINAL PAYMENT

STATE OF MONTANA)
)
COUNTY OF MISSOULA)

BEFORE ME, the undersigned authority, on this day personally

appeared _____, representing Contractor under the following Contract:

Owner: _____ CITY OF MISSOULA _____

Contractor: _____

Date: _____

PROJECT: _____

The undersigned was by me duly sworn and now states upon oath:

1. The improvements required by the PROJECT Contract have been erected and completed in full compliance with the Contract and the agreed plans and specifications for the Contract.
2. All bills and claims for materials furnished and labor performed on the Contract have been paid. There are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon the job.
3. This Affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained in this Affidavit that final and full settlement of the balance due on the Contract is being made, and in consideration of the disbursement of funds by the Owner, the undersigned expressly gives and releases all liens, claims and rights to assert a lien on said premises and agrees to indemnify and hold Owner safe and harmless from and against all losses, damages, costs, and expenses of any character whatsoever, specifically including court costs, bonding fees, and attorney's fees, arising out of or in any way relating to, claims for unpaid labor or material used or associated with construction of improvements under the Contract.

By: _____
(SIGNATURE)

Name: _____

Title: _____

(SEAL)

Subscribed and sworn to before me, the undersigned authority,
on this the _____ day of _____, 200_

(SIGNATURE)

Notary Public in and for the State of Montana

My Commission Expires: _____

CERTIFICATE OF FINAL ACCEPTANCE

Project Name: _____ Project #: _____

Location: _____ Date: _____

Architect/Project Manager: _____

Contractor: _____ Contract Date: _____

_____ Contract Amount: _____

The Work performed under this Contract has been reviewed and found to be complete and has reached Final Acceptance. The Date of Final Acceptance of the Work is defined as the Date Certified by the Architect/Project Manager upon which the Work is fully complete in all aspects, **and** which the Owner accepts the Contractor's work as complete. The Date of Final Acceptance of the Project, or portion thereof designated above, is also the basis for commencement of the DURATION of applicable warranties required by the Contract Documents. The Warranty Period is defined in the Contract Documents as commencing with Final Acceptance and continuing for **two (2) calendar years from the Date of Final Acceptance**. This date shall correspond to the date of the Architect/Project Manager's approval on the final pay application unless otherwise agreed upon in writing. In the event of a disparity between the date of the Architect/Project Manager's approval and this form, if no other written agreement exists as to the date of final acceptance, this form shall constitute such agreement and it shall govern as the date of Final Acceptance.

Date of Substantial Completion:	Date of Final Acceptance:	Date of Warranty Expiration:

Notes:

Architect/Project Manager _____ By _____ Date _____

Contractor _____ By _____ Date _____

City of Missoula

Owner _____ By _____ Date _____

DIVISION 1 – GENERAL REQUIREMENTS

This contract will be constructed and administered under the requirements of the Montana Public Works Standard Specifications (MPWSS), Sixth Edition, April 2010, as Amended, and all supplemental documents contained herein. The Montana Public Works Standard Specifications are included in their entirety, as applicable, and as modified, amended, added, or replaced as follows:

01010	SUMMARY OF WORK (<i>MPWSS, as amended</i>)
01030	PERMITS (<i>added section</i>)
01041	PROJECT COORDINATION (<i>MPWSS, as amended</i>)
01045	MISCELLANEOUS WORK (<i>added section</i>)
01047	MOBILIZATION AND PREPARATORY WORK (<i>added section</i>)
01050	FIELD PROJECT MANAGERING (<i>MPWSS, as amended</i>)
01300	SUBMITTALS (<i>MPWSS, as amended</i>)
01400	CONTRACTOR QUALITY CONTROL AND OWNER QUALITY ASSURANCE (<i>MPWSS, as amended</i>)
01510	CITY TREE REQUIREMENTS (<i>added section</i>)
01600	WEEKLY CONSTRUCTION PHOTO DOCUMENTATION (<i>added section</i>)

SECTION 01010
SUMMARY OF WORK (MPWSS, as amended)

DELETE SECTION 01010 "SUMMARY OF WORK" IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING:

PART 1: GENERAL

1.1 SUMMARY

A. General work included in this section:

1. Furnish all labor, materials, and equipment required in accordance with provisions of the Contract Documents.
2. Completely coordinate with work of all other trades.
3. Although such work may not be specifically indicated, furnish and install all miscellaneous items incidental to or necessary.

B. Related sections include but are not necessarily limited to:

1. Division 0 – Bidding Requirements, Contract Forms, and Conditions of the Contract
2. Division 1 – General Requirements
3. Division 2 – Site Work
4. Division 3 – Concrete

1.2 WORK COVERED BY CONTRACT

A. Work to be performed includes, but is not limited to:

Reconstruction of 1, 12-bay tennis court to include: clear and grub, demolition, grading, compaction, import of fill, asphalt paving, striping, installation of fencing and goals, miscellaneous concrete and flat work.

1.3 CONTRACTOR'S USE OF PREMISES

- A. The project will be constructed within existing property, rights-of-way or easements. The Contractor shall confine his construction operations to the immediate vicinity of the location shown on the plans and shall use due care in placing construction tools, equipment, excavated materials, and supplies, so as to cause the least possible damage to property and interference with traffic and property. The placing of such tools, equipment, and materials shall be subject to the approval of the Project Manager.

The Contractor shall not occupy for any purpose with workers, tools, equipment, construction materials, or with excavated materials, any private property outside the designated rights-of-way boundaries without written permission from the property owner. The Contractor shall make only such excavations and disturbances as is reasonably necessary for the installation of the project improvements.

The Contractor shall limit use of the work areas and easements for Work and storage. The Contractor assumes full responsibility for the protection and safekeeping of products and materials the Contractor has stored on the work site. The Contractor shall move any stored products, or materials, under the Contractor's responsibility, which interfere with operations of other contractors or landowners working within the easement areas or rights-of-way. Contractor shall obtain and pay for the use of any additional storage or work areas if needed for the Contractor operations. The Contractor shall confine all materials storage, equipment storage and employee and subcontractor parking to the areas legally acquired. The Contractor shall not store materials or equipment, nor shall employees of the Contractor or subcontractors park automobiles in a manner that hinders public access or safety. The Contractor shall restore any hardscaped areas used

for materials storage, equipment storage, or employee and subcontractor parking to their original condition or better.

1.4 WORK SEQUENCE – PROJECT PHASING

- A. General: Construct work in stages to allow for uninterrupted public access during construction meeting the most recent ADA requirements, as applicable. Coordinate construction schedule and operations, to include traffic control, with the Owner's Project Manager. The Contractor shall plan, schedule, and coordinate demolition and construction operations and activities in a manner that will facilitate the progress of the work included in these Contract Documents, while minimizing disruption and inconvenience of the business owners, landowners, and general public.
- B. The Contractor shall develop and submit to the Owner and Project Manager for approval an initial baseline construction schedule at, or prior to, the Pre-Construction Conference. The Schedule shall show the work completing within the contract time specified in the Agreement. The Contractor shall submit for approval the initial baseline construction schedule, make all necessary correction and revisions, and work to have the baseline schedule approved by the Owner within fifteen (15) days of the Notice To Proceed. Progress payments may be withheld or construction activities may not be allowed to proceed on the site until the baseline schedule has been approved. The Contractor is solely responsible for developing the final construction phasing plan and schedule of the project and working with the Owner's Project Manager, for approval of such.
- C. Contract performance shall be monitored by comparing activities completion dates against the approved baseline schedule. The Contractor shall submit a progress schedule at regular intervals, determined by the Owner, indicating the progress made during the period, the activities started or completed during the interval, percentage complete for each activity, and the activities expected to be worked on during the next interval. A progress schedule shall be updated by the Contractor for review and discussion at the progress meetings. The progress schedule shall show the baseline schedule bars underneath the progress bar to indicate performance.

The Contract completion dates cannot be altered without an approved change order. An executed change order may allow the additions or deletions of certain

durations and activities. Additional time may be allowed for activities on the critical path only. It shall be understood that additional time, if any, is allowed for certain activities only, and may or may not impact the completion date.

- D. The Contractor shall coordinate all activities with the Project Manager, the Owner, businesses, landowners, and utility companies associated with the Project, and with any other contractors working within the Project limits.
 - 1. Contractor shall submit overall phasing plan, initial traffic control plans, schedule of construction, and permitting as required by the specifications and special provisions for approval. Contractor shall work closely with the Project Manager and the Owner in development of construction phasing and traffic control needs. Contractor shall provide notifications to residences and businesses along the construction corridor prior to the start of construction. Contractor shall acquire all permits prior to the start of construction.
 - 2. The Contractor shall install any required erosion control measures prior to or in conjunction with the beginning of project demolition.
- E. Work Hours: Work outside the regular working hours, including night work and weekends, will not be allowed without prior approval of the Owner, with evidence that it is in the interest of public convenience and timely completion of the project.

1.5 DUST CONTROL

- A. The CONTRACTOR shall be required to provide dust control throughout the duration of the Project. The CONTRACTOR shall use due diligence to water excavated materials, haul roads, etc. to the extent warranted to minimize dust impacts. All costs associated with dust control, including supply of water, shall be incidental to the work.

1.6 SUBSTANTIAL COMPLETION

- A. For the purposes of establishing when the Project is substantially complete and suitable for its intended purpose, all components and work elements described in Paragraph 1.2, shall be complete as outlined within the specifications, on or before the dates provided in the Agreement. Additional requirements of Substantial Completion Include:
 - 1. Correction of all state, local, and other regulatory agencies defective work lists.

2. Submittals have been received and approved by the Project Manager including record documents.
 3. All special accessories and spare parts have been provided that are required to place each item of equipment in full operation.
 4. All additional warranty or insurance coverage requirements have been provided.
- B. Final completion of total project: Additional work elements that shall be completed include:
1. Any required repairs to Contractor staging and storage areas
 2. Clean up
 3. Punch List Items

1.7 FINAL COMPLETION, CORRECTION PERIOD AND FINAL PAYMENT

- A. As a basis of starting the 2 year Warranty Period, per the General Conditions, the CONTRACTOR shall be required to complete all requirements of the Contract. The date establishing the 2-year warranty period for the entire project shall be the date referenced in the City of Missoula's acceptance letter. The CONTRACTOR shall be responsible to assist the PROJECT MANAGER with all required documentation for submittal to the City of Missoula, and the PROJECT MANAGER will work diligently to prepare and submit the required information. There will be no basis for claim or delay associated with the time to submit and review required documentation in order for the City to accept the Project.
- B. As a basis of issuing Final Completion and Final Payment, per the General Conditions, the CONTRACTOR shall be required to complete all requirements of the Contract.

1.8 REGULATORY REQUIREMENTS

- A. Contractor shall comply with all Federal, State, and local laws, regulations, codes, and ordinance applicable to the Work.
- B. Other standards and codes that apply to the Work are designated in the Specifications.

1.9 ACCESS BY GOVERNMENT OFFICIALS

- A. Authorized representatives of governmental agencies shall at all times have access to the Work where it is in preparation or progress. Contractor shall provide proper facilities for access and inspection.

2.0 PROTECTION OF PUBLIC AND PRIVATE PROPERTY

- A. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles and boxes, guy wires, fences, signs, and other surface or subsurface structures removed or damaged by construction operations shall be restored to their original condition as determined and approved by the Project Manager. All replacements shall be made with new materials. Maintain all fences affected by the Work until completion of the Work and keep any gates closed and locked when not in use.
- B. Use new materials for replacements of all damaged items.
- C. Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, that may be caused by transporting equipment, materials, or workers to or from the Work or any part or site thereof, whether by Contractor or Contractor's subcontractors or suppliers.
- D. Make satisfactory and acceptable arrangements with the owner of, or the agency or authority having jurisdiction over, any damaged property concerning its repair, replacement, or payment of costs incurred in connection with the damage.
- E. Keep fire hydrants and water control valves free from obstruction and available for use at all times.
- F. In areas where the Contractor's operations are adjacent to or near a utility and such operations may cause damage that might result in expense, loss, and inconvenience, the operation shall be suspended until all arrangements necessary for the protection thereof have been made by the Contractor.

PART 2: PRODUCTS – NOT USED

PART 3: EXECUTION – NOT USED

PART 4: MEASUREMENT AND PAYMENT – NOT USED

END OF SECTION

SECTION 01030
PERMITS (*added section*)

PART 1: GENERAL

1.1 DESCRIPTION

- A. This section specifies the requirements for securing and complying with all local, state, and federal regulations required for the project. The Contractor shall be responsible for obtaining all permits, licenses, bonds, insurance, etc. detailed within the Contract Documents or required by any Local, State, or Federal regulations unless specifically stated within the Contract Documents that Owner will provide. Contractor will be responsible to acquire all permits necessary and to pay charges for such, unless otherwise specified.

1.2 PERMITS

- A. Permits required, but not necessarily limited to, are as follows:

- 1. City of Missoula:

- a. City Permits: In accordance with Missoula Municipal Code, the Contractor will be required to obtain excavation and Project Managing permits from the City of Missoula for the installation of all utilities and surfacing improvements. This includes but is not limited to main line, connection, and service line permits relating to sewer, storm drain, water, gas, electric, buried cable, paving, curb and gutter, sidewalk, fencing, and other associated permits.
 - b. City Business License: The Contractor shall obtain a City of Missoula business license according to Missoula Municipal Code. The Contractor will be responsible to acquire and pay directly for this license.
 - c. Fees: Contractor shall be required to pay all fees per the City of Missoula current R/W and excavation permit fee matrix.

- 2. MPDES STORM WATER DISCHARGE PERMIT:

- a. The project size is less than 1 acre in total disturbance, and therefore the contractor is not responsible for creating and filing a Notice of Intent (NOI) Form and Storm Water Pollution Prevention Plan (SWPPP) for this project under the Montana Pollutant Discharge Elimination System (MPDES) with the Montana Water Quality Division for storm water associated with construction activities. However, the Contractor

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shall be required for mitigating all erosion and sediment control associated with any disturbances associated with the project. The Contractor is responsible for installing, maintaining and preserving all erosion control measure related to storm water discharge. Contractor is further required to obtain a City of Missoula stormwater permit. Reference Specification section 02270 for additional information.

1.3 PERMIT FEES

- A. The City of Missoula will calculate permit fees required for the project. This amount will be provided within a project Addenda.

1.4 INSPECTIONS

- A. Contractor is responsible for scheduling all required inspections with the City of Missoula or other regulatory agencies. Effective June 15, 2021,
- B.

PART 2: PRODUCT – NOT USED

PART 3: EXECUTION – NOT USED

PART 4: MEASUREMENT AND PAYMENT

4.1 PERMITS

- A. The Contractor shall be required to obtain all permits necessary to complete the project other than those identified to be secured and paid for by the Owner, if any. Measurement and payment for Permits shall be lump sum and shall include all fees associated with securing and complying with all permits.
- B. Paving assessments issued by the City for damage to paved streets outside the demolition limits shown on the plans are the responsibility of the Contractor. There will be no separate payment item for paving assessments.

END OF SECTION

SECTION 01041
PROJECT COORDINATION (MPWSS, as amended)

DELETE SECTION 01041 "PROJECT COORDINATION" IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING:

PART 1: GENERAL

1.1 DESCRIPTION

- A. This section specifies the requirements for coordinating, communicating, and sequencing the work under the Contract Documents with public and private parties.

1.2 COORDINATION WITH PUBLIC AND PRIVATE AGENCIES

- A. **UTILITY COORDINATION:** Project work must be coordinated with the utility companies when working near existing facilities. Under no circumstances will a delay in coordination or working around utility facilities be considered as justification for additional compensation or additional extension of time. The Contractor shall be responsible to coordinate all bracing of utilities as shown on the plans or as needed during construction.

The Contractor's attention is directed to the utility facilities shown on the plans. Work around the numerous utilities, which exist on this project, that are in the vicinity of required work. Contact the respective utility representative prior to conducting any work in the project vicinity.

Utility	Purveyor	Address	Phone
Electric/Natural Gas	Northwestern Energy	1801 South Russell St, Missoula, MT 59801	405-728-9343
Telephone	Qwest Communications	1515 S 14th St W, Missoula, MT 59801	406-728-9343
Broadband Cable	Charter Communications	924 S 3rd St West, Missoula, MT 59808	406-542-3900
Communications	Lumen (CenturyLink)	2901 West Broadway, Missoula, MT 59808	406-543-2281, 406-370-6756, 406-543-2110
Sanitary Sewer/Storm Water	City of Missoula	1345 West Broadway, Missoula, MT 59802	406-552-6350
Water	City of Missoula	1345 West Broadway, Missoula, MT 59802	406-552-6700

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Contractor shall coordinate all utility work with the affected utility companies. Note, the list of utility companies above may not be all-inclusive.

- B. LANDOWNER COORDINATION: Remove parked vehicles within the construction zone by signing and notification at least 48 hours in advance of moving onto the site. If the Contractor has made a reasonable effort to have a vehicle removed from the construction zone but is unsuccessful, the Contractor shall coordinate the removal of such vehicles with the City of Missoula.

During the course of construction, the Contractor will provide a 24-hour phone number with a responsible local contractor representative, foreman level or higher, to respond to after hours complaints concerning the project, blocked access to private property, etc.

- C. Contractor shall coordinate all construction activity with local agencies, local businesses, and the Project Manager. Contractor shall work closely with these entities for the approval of all deliveries, construction phasing, security, access, traffic routing, and work hours. Contractor shall provide adequate notice to the all entities of their anticipated start date and to coordinate all deliveries.
- D. CONSTRUCTION WATER: The Contractor will be responsible for providing the water required for executing the work, including any water necessary to complete backfill operations, grading, and dust control.

1.3 SITE CONDITION SURVEY

- A. The Contractor shall conduct a thorough pre-construction site condition survey(s) of all critical portions of the project. The purpose of the survey(s) is to clearly document existing site conditions prior to construction. The site surveys will be conducted within the established property and adjacent rights-of-way for the project.

The surveys will include, as a minimum, video and/or photograph documentation of the following:

1. Roadways used to access the site or haul materials and equipment to the site.
2. Work areas, including actual work sites, materials processing and stockpiling areas, access corridors, disposal areas, and staging areas.

3. Any work completed by other contractors at the site that will be connected to or otherwise affected by the Work.
4. Alleys and streets, driveways, sidewalks, curb and gutter, and buildings that might be affected by the Work.
5. All landscaping and any special improvements adjacent to construction limits.

All documentation will include running date and time and audio narrative where required. Copies will be made available to the Project Manager prior to commencement of construction. All surveys will be taken prior to construction activity, with every effort being made to be no more than three weeks before commencement of any major construction activities.

PART 2: PRODUCTS (NOT USED)

PART 3: EXECUTION

3.1 UNDERGROUND UTILITIES AND STRUCTURES

- A. CONTRACTOR shall be required to contact the local one-call agency to verify the location of all underground utilities. Pipelines and other existing underground installations and structures in the vicinity of the work to be done hereunder are indicated on the plans according to information available. The PROJECT MANAGER and the OWNER do not guarantee the accuracy of such information. The CONTRACTOR shall be required to verify and locate all other pipelines and other existing underground installations and structures in the vicinity of the work prior to beginning excavation.

Except where otherwise specified, any delay or extra cost to the CONTRACTOR caused by pipelines or other underground structures or obstructions not shown by the plans, or found in locations different from those indicated, shall not constitute a claim for extra work, additional payment or damages.

- B. All utilities, when encountered, shall be supported, shored, and protected wherever exposed in the trench or other excavation. Any existing utility that is damaged during excavation shall be immediately repaired at the CONTRACTOR's expense. All potholing of existing utilities required to perform the work shall be at the CONTRACTOR's expense.

3.2 GAS LINE/OVERHEAD UTILITY LINE CONFLICTS/RELOCATIONS

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A. Standards for working around gas lines are as follows:

Contractor shall coordinate such work with Northwestern Energy.

The Contractor shall support the gas main in all locations where the gas main is exposed in the trench, a minimum of one support every 10 FT per NWE standards. All work by the Contractor which involves excavating near the gas main, including any support of gas mains, shall be done according to NWE standards, and will be subject to inspection by NWE to assure compliance with their standards.

Damaged (blowing) gas lines are to be repaired by NWE crews only. All damages and repairs are to be billed to the Contractor.

Contractor to coordinate through NWE inspector overseeing the project.

Scraped or damaged pipe - to be inspected by NWE and repaired per NWE standards by Contractor.

An NWE employee or qualified NWE contractor must inspect all exposed gas lines prior to backfill.

All gas pipe to have 6 IN of bedding around pipe and adequate compaction required to support all exposed gas pipe prior to backfill.

Bedding shall be $\frac{3}{4}$ " IN minus, placed in a 6 IN radial cushion around the gas line mains and services.

Backfill/bedding must be compacted underneath the gas line.

Bent/broken pipe must be repaired by NWE and billed to the Contractor.

If NWE needs to enter the trench to inspect or repair the gas line, it must first be made safe by the Contractor.

B. Standards for working around utility poles are as follows:

Contractor to be aware of overhead power lines, cable television and telephone at all times. In conjunction with the phone and cable television companies, NWE will assist with pole support during construction for coordination with overhead utilities and power poles that conflict with construction. Such support shall be at the contractor's expense.

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The Contractor shall coordinate with the NWE, Lumen, and Charter communications, and any other affected utility companies as to their procedures working around their exposed facilities if crossing or running parallel to these facilities.

Poles exposed to trenching must be coordinated with NWE representatives. In some cases, the Contractor may be able to support these facilities per the direction of NWE. If it is determined that the Contractor cannot support a pole and NWE will provide such support/bracing, the Contractor must give 48 hours' notice, clear a space for the support including removing, replacing obstruction, etc. and reimburse NWE for their cost.

Any damage to poles, overhead power, phone, or cable television will be repaired by the utility and billed to the Contractor.

- C. Contractor will be responsible for calling and coordinating with UULC (One Call Locators) as needed and maintaining the locate marks during construction.

PART 4: MEASUREMENT AND PAYMENT

4.1 PROJECT COORDINATION AND COMMUNICATION

- A. Include all costs associated with coordination and project communications in other items of work included in the contract. No claims or change orders for extra work will be made for issues relating to project coordination. No separate payment will be made for project coordination or communications.

END OF SECTION

SECTION 01045
MISCELLANEOUS WORK (*added section*)

PART 1: GENERAL

1.1 DESCRIPTION

- A. The item "Miscellaneous Work" is included in the contract for any minor work and/or material which may be encountered during construction, but which is not addressed elsewhere in the contract.
- B. Miscellaneous work will be measured by the respective unit for material and/or work performed as directed in writing by the Project Manager.

PART 2: PRODUCTS – NOT USED

PART 3: EXECUTION – NOT USED

PART 4: MEASUREMENT AND PAYMENT

4.1 PAYMENT

- A. Payment for Miscellaneous Work, measured as provided above, will be at agreed prices or on a force account basis. The number of units in dollars set in the contract is an estimated amount only, which may be adjusted up or down by the Project Manager in accordance with the needs of the project. Use of this item is at the sole discretion of the Project Manager and is not guaranteed to be used. If this item is not used, there will be no payment to the Contractor for this item.

END OF SECTION

SECTION 01047
MOBILIZATION AND PREPARATORY WORK (*added section*)

PART 1: GENERAL

1.1 DESCRIPTION

- A. Mobilization/de-mobilization and preparatory work will include allowance for performance and payment bond costs, insurance costs, permits, move-in costs, survey, testing and other preparatory costs.

PART 2: PRODUCTS – NOT USED

PART 3: EXECUTION – NOT USED

PART 4: MEASUREMENT AND PAYMENT

4.1 PAYMENT

- A. Measurement and payment for mobilization/de-mobilization and preparatory work will be made at the lump-sum price listed in the contract for each site. Progress payments for mobilization and preparatory work will be made as follows:
 - 1. The total amount of premiums paid by the Contractor to obtain performance and payment bonds and specified insurance will be paid with the first monthly payment.
 - 2. Subsequent to when the contractor has mobilized on to a site and began the work
 - 3. Progress payments for mobilization/de-mobilization and preparatory work will be subject to retainage as provided by the General Conditions of the specifications.

END OF SECTION

SECTION 01050
FIELD PROJECT MANAGERING (MPWSS, as amended)

PART 1: GENERAL

1.1 PROJECT MANAGERING SURVEYS

Delete Paragraphs A – D in their entirety and replace with the following:

- “A. All work will be done to the lines, grades, and elevations shown on the plans.
- B. The Contractor will be responsible for initial layout and construction staking, utilizing the plan’s field control and coordinate data. Dimensions and elevations indicated in layout of work shall be verified by the Contractor. Discrepancies between Drawings, Specifications, and existing conditions shall be referred to the Project Manger for adjustments before work affected is performed.
- C. The Contractor shall keep the Project Manager informed, a reasonable time (5 days) in advance of the times and places at which they wish to do work, so the horizontal and vertical control points may be established and any checking deemed necessary by the Project Manager may be done with reasonable notice and minimum delay to the Contractor.
- D. Construction staking and layout is the responsibility of the Contractor.
 - 1. Benchmarks and control points as shown on the Plans.
 - 2. Stake or paint demolition limits as determined adequate by Project Manager.
- E. Prior to commencing work, the Contractor shall carefully compare and check all drawings, each with the other that in any way affects the location or elevation of the work to be executed by him, and should any discrepancy be found, he shall immediately report the same to the Project Manager for verification and adjustment. Any duplication of work made necessary by failure and neglect on their part to comply with this function shall be done at their sole expense.
- F. The Contractor shall be responsible to protect and preserve the established construction staking until such staking is determined, by both Project Manager and Contractor, to no longer be necessary to complete the work.

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Any re-staking required due to Contractor destroying or disturbing construction staking shall be replaced by the Contractor. Once project construction is complete and once the Project Manager has determined the construction staking can be removed, the Contractor shall remove all staking associated with the project during final cleanup.”

1.2 STREET MONUMENTS AND PROPERTY CORNERS

Add the following paragraph:

- “C. The Contractor shall be responsible to protect and preserve the established reference points and property monuments as described in GC 4.05.

END OF SECTION

SECTION 01400

CONTRACTOR QUALITY CONTROL AND OWNER QUALITY ASSURANCE (MPWSS, as amended)

PART 1: GENERAL

Add the following paragraphs:

1.3 LABORATORY TESTS

- A. The Contractor shall employ and pay for the services of an independent testing laboratory to perform specified laboratory testing of materials and equipment where the technical specifications specifically obligate the Contractor to provide the services.
- B. Unless otherwise indicated, the Owner will employ and pay for the services of an independent testing laboratory to perform soils, concrete, and asphalt testing for determining compliance with the specifications. The Contractor shall cooperate with the laboratory to facilitate the execution of its required services.

1.4 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel and provide access to work.
- B. Secure and deliver to the laboratory adequate quantities of representative samples of materials proposed to be used and that require testing.
- C. Provide to the Project Manager the preliminary mix proposed to be used for concrete, asphalt, and other material mixes that require control by the testing laboratory.
- D. Provide samples of materials proposed to be used for backfill of structures or piping for determination of moisture density relationship.
- E. Furnish copies of product test reports as required.
- F. Furnish incidental labor and facilities:
 - 1. To provide access to Work to be tested.
 - 2. To obtain and handle samples at the Project site or at the source of the product to be tested.

- 3. To facilitate inspections and tests.
- 4. For storage and curing of test samples.
- G. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
- H. Coordinate testing services with laboratory and the Owner/Project Manager. Understand all requirements of project testing and ensure all testing complete prior to completion of the Project.”

PART 3: EXECUTION

3.1 GENERAL

Add the following paragraphs:

- “E. The Owner shall provide (and the Contractor shall ensure all required testing has been scheduled) density testing for sub-base and base compaction and surfacing materials. (i.e. all base gravels, asphaltic concrete, or gravel surfacing). The Contractor will provide the Owner with all the necessary moisture/density curves for all the density testing on the project for imported materials. The Contractor will be required to utilize the services of an independent and certified testing laboratory for all proctors. The Contractor shall reimburse the Owner the cost of the testing for each failed “trench backfill and/or surface” density test.
- F. The Contractor shall work with the Project Manager to schedule all field testing. The Contractor shall notify laboratory representative and the Project Manager as to the dates and times of all testing, providing a minimum of 24-hours notification. The Contractor shall coordinate with the Project Manager the requirements of the Project and ensure all testing is complete to meet Project Specifications. The Contractor shall provide all required materials, labor, equipment, water, and power required for testing. Contractor shall review and understand the minimum testing requirements of the City of Missoula and ensure all required testing has been performed.
- G. The Contractor shall perform:
 - 1. Initial moisture/density proctor curves for all bedding, gravel bases, and asphaltic concrete surfacing performed by an independent laboratory. The maximum density curve shall be current (within the last 12 months), and the asphalt mix design shall be current (within the last 12 months).
 - 2. The Contractor shall make provisions for the Owner/Project Manager to enter all trenches for the purpose of conducting inspection services; an

example would be performing field density tests in a deep trench. Such provisions shall exceed all OSHA requirements, including fall rescue equipment, gas safety equipment, entrance procedures, etc.

H. The following minimum testing requirements shall be required:

1. Per MDT requirements, trenching shall be tested for moisture and density in two random places after each 8" lift has been placed and compacted. Density shall meet 95% maximum theoretic density.
2. Per the following tables:

ASPHALT CONCRETE PAVEMENT

Test Specification / Material	Test Method	Minimum Required Frequency
Base Course and Surface Course	Mix design	1 submittal per project no older than one year
Specific Gravity, Stability, Flow Data, Density and Void Analysis	AASHTO T245 (ASTM D6926/ D6927): Resistance to Plastic Flow of Asphalt Mixtures Using Marshall Apparatus	1 test/1000 feet of roadway
Compaction	ASTM D3549: Thickness or Height of Compacted Asphalt Mixture Specimens ASTM D2950: Density of Bituminous Concrete in Place by Nuclear Methods	one core sample for every 400 feet of street with a minimum of two samples per project
Cohesion	ASTM D1074: Compressive Strength of Asphalt Mixtures	1 test per project

EARTHWORKS

Test Specification / Material	Test Method	Minimum Required Frequency
Backfill, Subgrade, and Embankment (Moisture-Density)	AASHTO T99 (ASTM D698): Moisture–Density Relations of Soils Using a 2.5-kg (5.5-lb) Rammer and a 305-mm (12-in.) Drop	1 submittal per soil type and borrow source

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Subgrade, Base Course & Sub Base Course (Compaction)	AASHTO T191 (ASTM D1556): Density and Unit Weight of Soil in Place by Sand-Cone Method AASHTO T310 (ASTM D6938): In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)	Every 2,000 Square feet and as material changes: 1 st lift of material Top 6 inches of subgrade
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	AASHTO T310 (ASTM D6938): In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)	
Type I Pipe Bedding (Plasticity)	AASHTO T89/T90 (ASTM D4318): Liquid Limit, Plastic Limit, and Plasticity Index of Soils	1 submittal per project 1 field test per project
Type I & II Pipe Bedding, Base Course & Sub Base Course (Gradation)	AASHTO T27: Sieve Analysis of Fine and Coarse Aggregates AASHTO T11: Materials Finer Than 75-µm (No. 200) Sieve AASHTO T96 (ASTM C131): Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	1 submittal per project 1 field test per project

- I. Related requirements specified elsewhere:
 1. Inspection and testing required by laws, ordinances, rules, regulations, orders, or approvals of public authorities: Conditions of the Contract.
 2. Certification of products: The respective section of Specifications.
 3. Test, adjust, and balance equipment: The respective sections of Specifications.

- 4. Field tests required and standards for testing: The respective Specification sections.
- J. All tests shall be performed in the presence of the Project Manager or their Representative.
- K. Repair all materials that fail during testing at Contractor's expense."

PART 4: MEASUREMENT AND PAYMENT

4.1 PAYMENT FOR TESTING

Delete Paragraph B in its entirety and replace with the following paragraphs:

- "B. The Contractor will pay field soil and surfacing density tests and any concrete or asphalt tests on the Project.
- C. Costs of corrective action, costs of "failing" soils and/or concrete or asphalt tests, cost of testing associated with establishment of mix design and initial material Proctor tests base course and bedding material are the sole responsibility of the CONTRACTOR.
- D. Other testing: Required testing, testing procedures, reports, certificates, and costs associated with all phases of securing required satisfactory test information which may be required by individual sections of Specifications or Drawings are the full responsibility of the CONTRACTOR."

END OF SECTION

SECTION 01510
CITY TREE REQUIREMENTS (*Added Section*)

PART 1: GENERAL

1.1 TREE PROTECTION

- A. Contractor shall notify the Project Manager prior to impacting ANY existing tree, or when excavating within the drip zone of a tree. Trees will be reviewed on a case-by-case basis regarding required measures of protection.
- B. All work on trees shall be witnessed by the Project Manager.
- C. Contractor shall protect all existing trees to the extent applicable. Contractor shall furnish all supervision, labor and materials to protect existing trees to remain on site from any and all damage to above ground and below ground portions of the trees resulting from the Contractor's or his Subcontractors work on site. The Contractor shall replace trees damaged during construction, at Contractor's expense, per the City's direction (species to be determined by the City). It is the Contractor's option to provide a construction fence barricade and/or Trunk Protection to protect trees during construction operations.
- D. Damaged Tree Definition: Tree impacted by construction activities in a manner that causes physical harm that may lead to disease or death, such as bark penetration and branch breaking/tearing, burning, lack of water, compaction or chemical impacts to root zone and/or that causes aesthetic or structural balance disruption through scarring, discoloring, removal of canopy branches or leaning tree.
- E. Do not park equipment, stockpile materials, or otherwise cause compaction to base of existing trees. Do not burn tree canopies with exhaust vents on equipment. Do not break branches, scrape or scar bark. Do not pour liquid, chemical or any other waste material in to the soils.

- F. Only the trees identified on the plans for removal shall be removed (if any). Additional trees shall only be removed or trimmed with prior approval of the Project Manager and City Urban Forester. The Contractor may prune certain trees needed for access and construction purposes with the Project Manager's approval. The Contractor must perform trimming in a manner that is pre-approved by the Project Manager and City Urban Forester. Tree limbs will be sawn cleanly and any excess debris removed from the site. The Contractor shall determine any trimming required to prevent damage from equipment (including overhead damage) and submit to the Project Manager for approval. The Contractor will not remove any limbs other than what is necessary for access and construction purposes.

PART 2: PRODUCTS --- NOT USED

PART 3: EXECUTION - NOT USED

PART 4: MEASUREMENT AND PAYMENT

4.1 PAYMENT

- A. There will be no separate measurement and payment for tree protection or pruning. Costs for these items should be included in other bid items. There will be no payment for any tree replacement due to damage during construction.

END OF SECTION

SECTION 01600
WEEKLY CONSTRUCTION PHOTO DOCUMENTATION (*added section*)

PART 1: GENERAL

1.1 DESCRIPTION

- A. This section specifies the requirements for project photo documentation and submittal requirements during active construction. Active construction is defined as the period when public infrastructure is being installed. The required construction photos shall be provided to the Project Manager to be uploaded to the City of Missoula.

PART 2: PRODUCT – NOT USED

PART 3: EXECUTION

3.1 SUBMITTAL FREQUENCY AND DEADLINE

- A. Construction photos shall be uploaded to the Project Manager and shall be received no later than noon on Monday for the previous week's work.

3.2 REQUIRED PHOTOGRAPHS

- A. Construction photographs shall be required for fence installation and surface infrastructure for acceptance of the system by the City of Missoula.
- B. Surface Infrastructure
 - 1. Photographs of compacted subgrade, subbase, base course, and surface course shall be provided at a minimum of every 2000 square feet. Photos shall be clearly annotated for future identification of location and orientation noting the date, location/direction and item(s) pictured.
- C. Additional photos shall be taken as necessary to document construction.
- D. Failure to provide the required construction photographs by the weekly deadline will result in a 5% payment deduction for all items which should have been photographed. An additional 5% payment deduction will be applied for each subsequent week they are late. There will be no payment for any items requiring photos until photos are delivered and accepted by the Project Manager. If photographs for any items requiring photos are not furnished to the Project Manager, the Contractor shall re-excavate the item to obtain photographs at contractor's expense.

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PART 4: MEASUREMENT AND PAYMENT – NOT USED

END OF SECTION

DIVISION 2 – SITE WORK

This contract will be constructed and administered under the requirements of the Montana Public Works Standard Specifications (MPWSS), Sixth Edition, April 2010, as Amended, and all supplemental documents contained herein. The Montana Public Works Standard Specifications are included in their entirety, as applicable, and as modified, amended, added, or replaced as follows:

- 02112 REMOVAL OF EXISTING PAVEMENT, CONCRETE CURB, SIDEWALK, DRIVEWAY AND/OR STRUCTURES (*MPWSS, as amended*)
- 02230 EXCAVATION, BACKFILL, AND COMPACTION (*MPWSS, as amended*)
- 02234 SUB-BASE COURSE (*MPWSS, as amended*)
- 02235 CRUSHED BASE COURSE (*MPWSS, as amended*)
- 02270 SOIL AND SEDIMENT CONTROL (added section)
- 02538 CONCRETE CURB AND GUTTER (MPWSS, as amended)
- 02529 CONCRETE SIDEWALKS, DRIVEWAYS, APPROACHES, CURB TRUN FILLETS, VALLEY GUTTERS AND MISCELLANEOUS NEW CONCRTE CONSTRUCTION (MPWSS as amended)

SECTION 02112
REMOVAL OF PAVEMENT, CONCRETE, CURB, SIDEWALKS, DRIVEWAY, AND/OR STRUCTURES
(MPWSS, as amended)

PART 3: EXECUTION

Add the following:

“3.2 CUTTING OF PORTLAND CEMENT CONCRETE OR ASPHALT

- A. Concrete pavements, sidewalks, and slabs will be cut in a manner and the extent specified herein or as directed by the Project Manager. The outer edge of all cuts through concrete items will be sawn through to a depth of not less than thirty (30) percent of the total thickness by means of a power driven concrete saw. All cuts will be in a straight line perpendicular or parallel to the centerline of the excavation, and located at nearest construction joint, unless approved by the Project Manager.
- B. Asphaltic surface cutting will be done with a power driven saw to the same requirements cited above. An excavator may use a backhoe bucket in removal of asphaltic surface; square cutting of asphaltic surface to follow backfill operation, with area to be square cut marked by the Project Manager.
- C. Whenever an excavator is required to remove curb or sidewalk to perform the work, they will be allowed to, and required to reinstall such curbs and sidewalks to match existing:
 - 1. The concrete curb and sidewalk replacement work will conform to all City, County, or MDT regulations and concrete forms will be inspected before placement of concrete.
 - 2. The excavator will indicate on the excavation permit application their intention to perform any concrete curb or sidewalk replacement in the public right-of-way.
 - 3. The excavation permit will serve as a permit to remove and replace concrete curb and sidewalk within the limits of the excavation work authorized by the excavation permit.
 - 4. All saw cutting is incidental to the work performed and will not be paid separately.

PART 4: MEASUREMENT AND PAYMENT

Delete Paragraphs 4.1 through 4.4 in their entirety and add the following:

4.1 ASPHALT AND CONCRETE REMOVAL

- A. No separate measurement and payment will be made for items associated with the removals as described within this specification. All costs for this item, including but not limited to, all excavation, backfill and compaction as required, suitable borrow material for compaction, loading, hauling, and removal from site, any dumping fees, labor, equipment, material, and incidentals required to complete removals as called for on the plans or as may be incidental to the work are to be included in the unit price for other bid items, complete and in place.”

END OF SECTION

SECTION 02230
EXCAVATION, BACKFILL, AND COMPACTION (*MPWSS, as amended*) PART

1: GENERAL

1.3 DENSITY CONTROL TESTING

B. Laboratory Maximum Density and Optimum Moisture

Delete Paragraph 1. in its entirety and replace with the following:

“1. Quality assurance tests will be made by the Contractor for each onsite natural soil. The CONTRACTOR shall provide the maximum density curve and optimum moisture content for all material supplied including any Imported Borrow Excavation (if any).”

Add the following section:

“1.4 CLEARING AND GRUBBING

- A. Contractor shall be responsible for all clearing and grubbing required to complete the project. Clearing and grubbing shall include removal of all vegetation, deleterious materials and topsoil, as well as the removal of all trees and root balls, if any, required to construct the project to the plan lines and grades, and dispose of off-site. Removal of trees shall include the complete root ball, and Contractor will be required to fill the resulting voids in conformance with these specifications. Resulting voids shall be filled with suitable material from the site as approved by the Project Manager. All areas shall be compacted to 95 percent of AASHTO T-99.”
- B. Clearing and grubbing shall also include any incidentals shown on the plans for removal or demolition, to include any remaining fencing, miscellaneous surfacing (sidewalk and asphalt) and incidental structures required to complete the project.”

PART 3: EXECUTION

Delete paragraph 3.1 in its entirety and replace with the following:

“3.1 CLEARING, GRUBBING AND REMOVALS

- A. Perform clearing and grubbing and removals as required to complete the project improvements. Items required to be removed include the removal and disposal

of trees, to include complete root ball; tree stumps; shrubs and hedges; fences; miscellaneous structures; abandoned utility structures; asphalt, concrete, and related surfacing items; landscaping items; organic materials, and all incidental items.

- B. Trees shall only be removed with prior approval of the Project Manager. See Section 01510 City Tree Requirements for additional information on tree removals.
- C. Backfill with approved on site materials from excavation all voids remaining from clearing, grubbing and removals.
- D. Stockpile for project use any topsoil removed by clearing and grubbing.
- E. Properly dispose of all Clearing and Grubbing materials of site.”

3.4 EXCAVATION

Add the following paragraph:

- “G. STRIP TOPSOIL AND VEGETATION - Contractor shall strip all existing vegetation and topsoil over those areas required for new construction, to include areas of proposed roadways, sidewalks, and associated work. Topsoil shall be stockpiled on site at a location determined by the Project Manager for the Owner’s use.

Delete paragraph 3.5 in its entirety and replace with the following:

“3.5 STOCKPILE AND DISPOSAL OF EXCAVATED MATERIAL

- A. Disposal
 - 1. Dispose of all materials associated with clearing, grubbing and removals off the project site, with the exception of topsoil, in accordance with all applicable state and local regulations. Locate and provide suitable disposal areas.
- B. Stockpile and Haul Off
 - 1. All materials generated from street excavation per the plan line and grades of the typical sections for the street corridor, and excavated materials associated with general items such as utility trenching that are not needed for site embankment, or are unsuitable materials, shall be disposed of offsite.

Add the following sections:

"3.11 WATERING

- A. The CONTRACTOR shall be responsible for providing the water required for executing all work including, but not limited to, any water needed to comply with optimum moisture content for backfill, embankment, dust control, and any additional requirements.

PART 4: MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement and payment shall be made directly associated with this section 02230 unless specifically called for on the Bid Form.

END OF SECTION

SECTION 02234
SUB BASE COURSE (MPWSS, as amended)

PART 2: PRODUCTS

2.1 GENERAL

Add the following to the end of paragraph A:

“Limit use of recycled concrete and/or asphalt in the crushed sub base course to a maximum of 50% by weight. Recycled materials shall be all asphalt or all concrete, not a mixture of recycled materials. Recycled material shall be mechanically blended to assure thorough mixing. Contractors are required to use a pug mill or other approved combining method to mix the virgin aggregate and recycled products prior to testing and placement.

Gradation of blended recycled materials shall meet the following gradation:

- 3 inch maximum aggregate size,
- Less than 15% passing the No. 200 sieve; and
- Material passing the No. 40 sieve must have a maximum liquid limit and plasticity index of 30 and 6, respectively.”

Use of crushed sub-base course on the project shall be in conformance with the Montana department of Transportation Standard Specifications. Material shall be Crushed Sub base Course, Grade 2 per Standard Specification Section Table 701-6. Current MDT Specifications can be found at the following Link:

<https://www.mdt.mt.gov/other/webdata/external/const/specifications/2020/SP-EC-BOOK/2020-SPEC-BOOK-V2.0.pdf>

Sub-base material used on the project

PART 4: MEASUREMENT AND PAYMENT

Delete 4.1, 4.2, and 4.3 in their entirety and replace with the following:

“4.1 CRUSHED SUB-BASE COURSE

- A. There will be no separate measurement or payment for crushed sub-base course. All costs of furnishing and installing items associated with crushed sub-base course shall be included in the unit prices named in the proposal for all pavement patching items.”

END OF SECTION

SECTION 02235
CRUSHED BASE COURSE (MPWSS, as amended)

PART 2: PRODUCTS

2.2 CRUSHED BASE MATERIAL

Add the following to the end of paragraph A:

Use of crushed base course on the project shall be in conformance with the Montana department of Transportation Standard Specifications. Material shall be Crushed Base Course Type "A" – Grade 6A per Standard Specification Section Table 701-8. Current MDT Specifications can be found at the following Link:

<https://www.mdt.mt.gov/other/webdata/external/const/specifications/2020/SPEC-BOOK/2020-SPEC-BOOK-V2.0.pdf>

PART 4: MEASUREMENT AND PAYMENT

Delete 4.1, 4.2, and 4.3 in their entirety and replace with the following:

"4.1 CRUSHED BASE COURSE

- A. There will be no separate measurement or payment for crushed base course. All costs of furnishing and installing items associated with crushed base course shall be included in the unit prices named in the proposal for all pavement patching items.
- B. Crushed base course used for other items of work, to include all concrete foundation material and any other miscellaneous items shall not be paid for directly and shall be considered incidental to other items of the work for which it is associated (surface restoration or landscape restoration)."

END OF SECTION

SECTION 02270
SOIL EROSION AND SEDIMENT CONTROL (*Added Section*)

PART 1: GENERAL

1.1 SUMMARY

A. STORM WATER ASSOCIATED WITH CONSTRUCTION ACTIVITIES

1. The project size is less than 1 acre in total disturbance, and therefore the contractor is not responsible for creating and filing a Notice of Intent (NOI) Form and Storm Water Pollution Prevention Plan (SWPPP) for this project under the Montana Pollutant Discharge Elimination System (MPDES) with the Montana Water Quality Division for storm water associated with construction activities. However, the Contractor shall be required for mitigating all erosion and sediment control associated with any disturbances associated with the project. The Contractor is responsible for installing, maintaining and preserving all erosion control measure related to storm water discharge.
2. The Contractor shall be responsible to maintain all erosion control measures throughout the warranty period. Once final stabilization of the project is complete, the Contractor shall be responsible to remove erosion control measures, such as silt fencing, that are no longer necessary to contain sediment. The Contractor shall notify the Project Manager, prior to the end of the warranty period, when such erosion control measures will be removed, and this work shall be considered an item covered by the Project warranty.
3. Any penalties due to non-compliance with federal, state, or local requirements shall be the responsibility of the Contractor.

1.2 QUALITY ASSURANCE

A. Referenced standards:

1. Erosion control standards: "Standards and Specifications for Soil Erosion and Sediment Control in Developing Areas" by the U.S. Department of Agriculture, Soil Conservation Service, College Park, Maryland.

B. Requirements of regulatory agencies:

1. Comply with all applicable requirements of local, state, and federal agencies.
2. Comply with the State of Montana DEQ, Water Quality Act 75-5-318

MCA.

- C Erosion control measures should consider staging of construction and should address movement of sedimentation fences as construction progresses, temporary seeding and use of mulch, netting, sod, etc.

PART 2: PRODUCTS

2.1 GENERAL

- A. Products used for Erosion Control and Best Management Practices shall be in conformance with local, state, and federal standards and approved by the PROJECT MANAGER.

PART 3: EXECUTION

3.1 EROSION CONTROL MEASURES

- A. The Contractor shall use the following guidelines to control erosion:
 - 1. Route existing surface runoff and underground drainage within the project area to sediment basins, and pipe the flow to the nearest catch basin before final discharge.
 - 2. Divert surface waters that would otherwise enter the project area to prevent their contamination.
 - 3. Minimize the area of unprotected soil.
 - 4. Stabilize exposed soil as soon as practical.
 - 5. Trap transported sediments before entering the state water bodies.
 - 6. Incorporate permanent erosion control features as need to control sediment from leaving the site.
 - 7. Reseed disturbed areas as soon as practical.
 - 8. Inspect regularly especially after rainstorms per the monitoring requirements.
 - 9. Repair or replace any damaged or missing items.
 - 10. Minimize disturbance to any existing vegetation (grass and trees).

3.2 INLET PROTECTION

- A. The CONTRACTOR shall protect all inlets during the course of construction and until final surfacing is complete with approved erosion control measures.

PART 4: MEASUREMENT AND PAYMENT

4.1 EROSION CONTROL

- A. Measurement and Payment for all work associated with soil erosion and

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sediment control shall be at the Lump Sum price included in the Proposal for "Erosion Control". This item shall include all installation, maintenance, and removal (if required) of all sediment control structures and BMP's necessary to comply with local, state, and federal standards.

END OF SECTION

SECTION 02528
CONCRETE CURB AND GUTTER (MPWSS, as amended)

PART 1: GENERAL

1.1 DESCRIPTION

Delete Paragraph B. in its entirety and replace with the following:

“B. Refer to the most recent versions of City of Missoula Standard Drawings.”

Add the following section:

“1.3 CERTIFIED FLATWORK FINISHER

- A. The City of Missoula requires Contractors bidding on the project to have at least one (1) American Concrete Institute (ACI) Certified Flatwork Finisher available, on-site at all times during placement and finishing, on any/all public infrastructure concrete such as curb and gutter, sidewalk, medians, approaches, bus stops, etc., within the City of Missoula. At minimum one of the bidders’ ACI Certified Flatwork Finishers’ name and Certification ID No. must be provided to the City of Missoula for verification”

PART 2: PRODUCTS

Delete Section 2.5 in its entirety and replace with the following:

2.5 CURING AND PROTECTIVE COATING MATERIALS

- A. Curing Concrete: Contractor shall utilize a concrete curing compound on all concrete surfaces.

CURING COMPOUND: Clear spray Applied Membrane Forming Liquid conforming to ASTM C309-81, Type 1. Curing compound shall not reduce bonding or adhesion of finish materials applied to concrete surfaces.

1. Water-Based Acrylic Membrane Curing compound: ASTM C309, Type I, Class B.
 - a. Provide material that has a maximum volatile organic compound (VOC) rating of 350 g/L.
 - b. Available Products: Subject to compliance with requirements, products that may be incorporated into the work include, but are not limited to the following:

- Highseal, Con spec Marketing and Mfg. Co.
 - Sealco – VOC, Cormix Construction Chemicals
 - Safe Cure and Seal, Dayton Superior Corp.
2. Evaporation Control: Monomolecular film-forming compound applied to exposed concrete slab surfaces for temporary protection from rapid moisture loss.
- a. Available Products: Subject to compliance with requirements, products that may be incorporated in the work include, but are not limited to, the following:
- Aquafilm, Conspec Marketing and Mfg. Co.
 - Eucobar, Euclid Chemical Co.
 - E-Con, L&M Construction Chemicals, Inc.”

PART 3: EXECUTION

3.1 GENERAL

Add the following paragraph:

- “B. During periods of Cold Weather, contractor must submit a cold weather concreting plan applicable to Section 03310, STRUCTURAL CONCRETE, and comply with City of Missoula Standards for cold weather concrete placement.”

3.2 FOUNDATION PREPARATION

- C. Change “3 inches” to “4 inches” to both references within paragraph.

3.3 FORMS

Add the following Section:

- “E. The Contractor shall verify that all sidewalk, laydowns, driveways, and miscellaneous concrete construction meet applicable Federal, State, and local ADA standards prior to pouring concrete.”

Delete paragraph C. Crew in its entirety.

3.9 CURB BACKFILL

Add the following paragraph:

- “F. Complete all backfill within three (3) days after curb and gutter is cured adequately.”

3.11 TOLERANCES

Delete paragraph A in its entirety and replace with the following:

- “A. Perform the work to produce a curb and gutter meeting the specified line and grade uniform in appearance and structurally sound. Remove and replace at Contractors expense curb and gutter having unsightly bulges, ridges, and/or low spots in the gutter, cracks at locations other than control joints, excessive honeycombing, or other defects as determined by Project Manager. Grade shall not deviate more than 1/8 inch and alignment shall not vary more than 1/4 inch from plan elevation, grade or alignment. Tolerances may be checked using survey instruments, straight edges, or water puddling. Puddled water cannot exceed 1/4 inch in depth. Defective curb and gutter shall be removed and replaced at existing expansion or control joints (typically a 10 foot section). Replacement sections be to the nearest joint.”

PART 4: MEASUREMENT AND PAYMENT

Delete section 4.1 in its entirety, and replace with the following.

“4.1 CONCRETE CURB REMOVAL AND REPLACEMENT

- A. No separate measurement and payment shall be made for the removal and replacement of concrete curb and gutter, curbing, or related surfacing. All costs associated with this work shall be included in the Lump Sum item listed in the Bid Form for "Surface Restoration". Surface Restoration shall include all removals and replacement per City of Missoula Standards, MDT Standards, and the project drawings and specifications. All surfacing work, not specifically paid for in the Bid Form, shall be included within this Lump Sum item. Price and payment shall be full compensation for all excavation, removals, materials, curing of concrete, all pre-molded mastic material for expansion joints, contraction joints, foundation materials and incidentals as required within the specifications and shown on the details, all equipment, tools, labor, and for the performance of all work and incidentals necessary to complete the item. All concrete items shall be removed to the nearest joint for replacement.”

END OF SECTION

SECTION 02529
CONCRETE SIDEWALKS, DRIVEWAYS, APPROACHES, CURB TURN FILLETS, VALLEY GUTTERS,
AND MISCELLANEOUS NEW CONCRETE CONSTRUCTION (MPWSS, as amended)

PART 1: GENERAL

1.2 REFERENCES

Delete Paragraph A. in its entirety and replace with the following:

“A. Refer to the most recent versions of City of Missoula Standard Drawings.”

Add the following section:

“1.3 CERTIFIED FLATWORK FINISHER

- A. The City of Missoula requires Contractors bidding on the project to have at least one (1) American Concrete Institute (ACI) Certified Flatwork Finisher available, on-site at all times during placement and finishing, on any/all public infrastructure concrete such as curb and gutter, sidewalk, medians, approaches, bus stops, etc., within the City of Missoula. At minimum one of the bidders’ ACI Certified Flatwork Finishers’ name and Certification ID No. must be provided to the City of Missoula for verification”

PART 2: PRODUCTS

2.4 GRAVEL BASE MATERIAL

Change “1 inch minus material” to “3/4 inch minus material” in paragraph A.

Delete Section 2.5 in its entirety and replace with the following:

2.5 CURING AND PROTECTIVE COATING MATERIALS

- A. Curing Concrete: Contractor shall utilize a concrete curing compound on all concrete surfaces.

CURING COMPOUND: Clear spray Applied Membrane Forming Liquid conforming to ASTM C309-81, Type 1. Curing compound shall not reduce bonding or adhesion of finish materials applied to concrete surfaces.

1. Water-Based Acrylic Membrane Curing compound: ASTM C309, Type I, Class B.

- a. Provide material that has a maximum volatile organic compound (VOC) rating of 350 g/L.
 - b. Available Products: Subject to compliance with requirements, products that may be incorporated into the work include, but are not limited to the following:
 - Highseal, Conspec Marketing and Mfg. Co.
 - Sealco – VOC, Cormix Construction Chemicals
 - Safe Cure and Seal, Dayton Superior Corp.
2. Evaporation Control: Monomolecular film-forming compound applied to exposed concrete slab surfaces for temporary protection from rapid moisture loss.
 - a. Available Products: Subject to compliance with requirements, products that may be incorporated in the work include, but are not limited to, the following:
 - Aquafilm, Conspec Marketing and Mfg. Co.
 - Eucobar, Euclid Chemical Co.
 - E-Con, L&M Construction Chemicals, Inc.”

PART 3: EXECUTION

3.1 GENERAL

Add the following paragraph:

- “C. During periods of Cold Weather, contractor must submit a cold weather concreting plan applicable to Section 03310, STRUCTURAL CONCRETE and comply with City of Missoula Standards for cold weather concrete placement.”

3.2 FOUNDATION PREPARATION

Delete paragraph B in its entirety and replace with the following:

- “B. Place and compact at least 4 inches of gravel base material compacted to 95% of ASTM D-698.”

3.3 FORMS

Delete paragraph C in its entirety and replace with the following:

- “C. Use forms and expansion joint material that is the same depth as the concrete.”

Add the following paragraph:

- “D. The contractor shall verify that all sidewalk, laydowns, driveways, and miscellaneous concrete construction meet applicable Federal, State, and local ADA standards prior to pouring concrete.”

3.10 TOLERANCES

Delete paragraph A in its entirety and replace with the following:

- “A. Assure all items of construction covered by this section present clean, uniform surfaces and lines free of irregularities and distortions. Remove and replace at Contractor’s expense work having irregularities, distortions, cracks at locations other than joints, and other defects as determined by Project Manager. Plane surfaces and vertical tangent lines are tested with a 10-foot straightedge and shall not deviate more than 1/4-inch from the straightedge. Defective work shall be removed and replaced in full sections between joints.”

Add the following sections:

“3.12 DETECTABLE WARNING SURFACES

- A. Detectable warning surfaces shall be installed per the manufacturer recommendations and in conformance with City of Missoula Standard Drawings.”

PART 4: MEASUREMENT AND PAYMENT

Delete Paragraphs 4.1, 4.2, 4.3, 4.4, and 4.5 in their entirety and replace with the following:

"4.1 CONCRETE SIDEWALK REMOVAL AND REPLACEMENT

- A. No separate measurement and payment shall be made for the removal and replacement of concrete sidewalk, approaches, driveways, or related surfacing. All costs associated with this work shall be included in the Lump Sum item listed in the Bid Form for "Surface Restoration". Surface Restoration shall include all removals and replacement per City of Missoula Standards, MDT Standards and the project drawings and specifications. All surfacing work, not specifically paid for in the Bid Form, shall be included within this Lump Sum item. Price and payment shall be full compensation for all excavation, removals, materials, curing of concrete, all pre-molded mastic material for expansion joints, contraction joints, foundation materials and incidentals as required within the specifications and shown on the details, all equipment, tools, labor, and for the performance of all work and incidentals necessary to complete the item. All concrete items shall be removed to the nearest joint for replacement."

END OF SECTION

PLAYFAIR TENNIS COURT RECONSTRUCTION

PROJECT DRAWINGS –

Playfair Park Tennis Court Reconstruction

- **17 x 11 Format**
- **34 x 22 Format Available through: Quest CDN and Missoula Plans Exchange**

SPORT COURT RECONSTRUCTION
CITY OF MISSOULA, MONTANA
CONSTRUCTION SPECIFICATIONS

SECTION 32 1216

ASPHALT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract.

1.2 SUMMARY

- A. Section covers project asphalt for all sport court sites and includes:
 - 1. Hot mix asphalt paving.
 - 2. Hot mix asphalt patching.
 - 3. Pavement Markings - Sport Courts

1.3 DEFINITION

- A. Hot-mix Asphalt Paving Terminology: Refer to ASTM D 8 for definition of terms.

1.4 SUBMITTALS

- A. Material Certificates: For each paving material, from manufacture
- B. Material Test Reports: For each paving material
- C. Herbicide Produce data and manufacturer's label

1.5 QUALITY ASSURANCE

- A. Mixing Plant: Conform to the Current edition of the Montana Public Work Standards Specifications and comply with ASTM D 3515.
- B. Testing Agency Qualifications: Qualified according to ASTM D 3666 for testing indicated.
- C. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of the current edition of the Montana Public Works Standard Specifications, and City of Missoula Parks and Recreation Department Public Landscape and Recreation Facilities Design Manual, Part 4 Asphalt Pavement Design Guide, Section 8 MPWSS Supplementary Specifications and Conditions for asphalt paving work.
- D. Preinstallation Conference: Conduct at Project Site.
 - 1. Review methods and procedures related to hot-mix asphalt paving, including, but not limited to the following:
 - a. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt
 - b. Review condition of subgrade and preparatory work.

PLAYFAIR TENNIS COURT RECONSTRUCTION

- c. Review requirements of protecting paving work, including restriction of pedestrian traffic during installation period and for remainder of construction period.
- d. Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment, and facilities needed to make progress and avoid delays.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp. If rain is imminent or expected before time required for adequate cure, or the following conditions are not met:
 - 1. Tack Coat: Minimum surface temperature of 40 degrees Fahrenheit.
 - 2. Asphalt Single Course: Minimum surface temperature of 40 degrees Fahrenheit and rising at the time of placement

PART 2 - PRODUCTS

2.1 AGGREGATES

- A. General: Use material and gradations that have performed satisfactorily in previous installations.
- B. Course Aggregate: ASTM D 692, sound; angular crushed stone, crushed gravel or cured, crushed blast-furnace slag. Comply with the Montana Public Works Standard Specifications, latest edition.
- C. Fine Aggregate: ASTM D 1073, sharp-edged natural sand or sand prepared from stone, gravel, cured blast furnace slag, or combinations thereof. Comply with the Montana Public Works Standard Specifications, latest edition.
 - 1. For hot-mix asphalt, limit natural fines to a maximum of 20 percent by weight of the total aggregate mass.
- D. Mineral Filler: ASTM D 242, rock or slag dust, hydraulic cement or other inert material.
- E. Surface Course: Montana Public Works Standard Specifications, latest edition Section 02510 Asphalt Concrete Pavement

PLAYFAIR TENNIS COURT RECONSTRUCTION

1. Trails/Pathways and Sport Courts: Type C single lift

REQUIREMENTS FOR GRADING OF SURFACE COURSE AGGREGATE			
Sieve Size	Type B (Road Patch Work)	Type C (Trail and Sport court)	Job Mix Tolerance
1" (25.00 mm)	-----	-----	-----
3/4" (19.0 mm)	100	-----	± 7
1/2" (12.5 mm)	83-93	100	± 7
3/8" (9.5 mm)	73 -87	91 - 93	± 7
No. 4 (4.75 mm)	47 - 63	51 - 71	± 6
No. 10 (2.00 mm)	32 - 43	34 - 46	± 6
No. 40 (.425 mm)	15 - 25	16 -26	± 5
No. 200 (.075 mm)	5 - 7	5-9	± 2

2. TENNIS COURT: Finish Course single lift

REQUIREMENTS FOR GRADING OF FINISH COURSE AGGREGATE		
Sieve Size	FINISH COURSE	Job Mix Tolerance
1/2" (12.5 mm)	100	± 7
3/8" (9.5 mm)	90 -100	± 7
No. 4 (4.75 mm)	90	± 6
No. 8 (2.36 mm)	32 - 67	± 6
No. 200 (.075 mm)	2 - 10	± 2

3. The above gradation bands represent the job mix target limits, which determine the suitability of aggregate for use. The final job mix target gradation must be within the specified bands and uniformly graded from course to fine and not vary from the low limits on the screen to the high limits on the adjacent screen, or vice versa. The final job mix gradation limits are established by apply the job mix tolerance to the job mix target.

2.2 ASPHALT MATERIALS

- A. Asphalt Binder: Comply with the City of Missoula Engineer Division and Montana Public Works Standard Specifications, Current Editions.
1. Grade PG 58-28
- B. Asphalt Cement: ASTM D 3381 for viscosity-graded material; ASTM D 946 for penetration-graded material.
- C. Tack Coat: ASTM D 977 emulsified asphalt or ASTM D 2397 cationic emulsified asphalt slow setting, diluted in water, of suitable grade and consistency for application. Comply with City of Missoula Engineer Division and Montana Public Works Standard Specifications, Current Editions.
- D. Water: Potable.

PLAYFAIR TENNIS COURT RECONSTRUCTION

2.3 AUXILIARY MATERIALS

- A. Provide a root inhibitor, trifluralin or approved equal, which shall be applied under the asphalt paved trail.
- B. Soil Sterilant: Commercial chemical for weed control, registered by the EPA. Provide in granular, liquid, or wettable powder form.
- C. The herbicide shall be applied in liquid form. The herbicide shall be applied at the manufacturer's recommended sterilant rate.
- D. Contractor shall submit product specifications and manufactures application recommendations to the Owner's Representative for approval prior to use on the project.

2.4 MIXES

- A. Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes approved by authorities having jurisdiction; designed according to procedures in Asphalt Institute MS-2, "Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types"; including stability, flow, voids, voids in the mineral aggregate, voids filled with asphalt, and complying with the following requirements:
 - 1. Provide mixes which comply with the Montana Standards for Public Works Construction, Current Edition.
 - 2. Target void range shall be 3-5% for trails, sport courts (tennis, pickle ball and basketball courts)
 - 3. RAP shall be allowed to 20%
 - 4. Use 35 blow Marshall for trails, sport courts (tennis, pickleball and basketball courts)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that subgrade is dry and in suitable condition to begin paving.
- B. Proof-roll subgrade below pavements with heavy pneumatic tired equipment to identify soft pockets and areas of excess yielding. Do no proof-roll wet or saturated subgrades.
 - 1. Proof roll with a loaded 10-wheel, tandem-axel dump truck weighing not less than 15 tons.
 - 2. Excavate soft spots, unsatisfactory soils, and area of excessive pumping to rutting as determined by construction manager, and replace with compacted backfill or fill as directed.
- C. Proceed with paving only after unsatisfactory conditions have been corrected.
- D. Verify that any utilities or other infrastructure beneath the asphalt surface have been Completed prior to beginning installation of pavement.

PLAYFAIR TENNIS COURT RECONSTRUCTION

3.2 PATCHING

- A. Hot Mix Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.
- B. Tack Coat: Apply uniformly to vertical surfaces abutting or projecting into new, hot-mix asphalt paving at a rate of 0.05 to 0.15 gal./sq. yd..
 - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

3.3 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
- B. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving material, with a maximum exposure time of 6 hours.
- C. Tack Coat: Apply uniformly to vertical surfaces abutting or projecting into new, hot-mix asphalt paving at a rate of 0.05 to 0.15 gal./sq. yd..
 - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

3.4 HOT-MIX ASPHALT PLACING

- A. Machine place hot-mix asphalt on prepared surfaces, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
 - 1. Place hot-mix asphalt base course in number of lifts and thickness indicated.
 - 2. Place hot-mix asphalt surface course in a single lift.
 - 3. Spread mix at a minimum temperature of 250 deg. F.
 - 4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way uniform slopes unless indicated.
 - 5. Regulate paver machine speed to obtain a smooth, continuous surface free of pulls and tears in asphalt paving mat.
- B. Place paving in consecutive strips not less than 10 feet wide unless edge strips of a lesser width are required.

PLAYFAIR TENNIS COURT RECONSTRUCTION

1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strip. Complete a section of asphalt base course before placing asphalt surface course.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.4 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
 1. Clean contact surfaces and apply tack coat to joints
 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
 3. Offset transverse joints, in successive courses, a minimum of 24 inches.
 4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time.
 5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
 6. Compact asphalt joints to a density within 2 percent of specified course density.

3.5 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
 1. Complete compaction before mix temperature cools to 185 deg. F.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediated rolling after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
 1. Average Density: 96 percent of reference laboratory density according to ASTM D 6927, but not less than 94 percent nor greater than 100 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.

PLAYFAIR TENNIS COURT RECONSTRUCTION

- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricaded to protect paving until mixture has cooled enough no to become marked.

3.6 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 - 1. Base Course: Plus or minus $\frac{1}{2}$ inch.
 - 2. Surface course Plus $\frac{1}{4}$ inch, no minus.
- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas.
 - 1. Base Course: $\frac{1}{4}$ inch
 - 2. Surface Course $\frac{1}{8}$ inch
 - 3. Finished Court Surface Slope: minimum .83 percent (1:120) – 1.00% (1:100) maximum
 - 4. Crowned Surfaces: Test with template centered and at a right angle to the crown. Maximum allowable variance from template is $\frac{1}{4}$ inch.

3.7 PAVEMENT MARKING – SPORT COURTS

- A. Do not apply sport court pavement marking paint until layout, colors and placement have been verified by project owner.
- B. Apply uniformly painted pavement markings of required color(s), length, and width with true, sharp edges and ends on properly dried surfaces.
- C. Adhere to manufacture's recommendation of temperature range for application.
- D. Apply paint in one coat. At the direction of the Owner's Representative, markings showing light spots may receive additional coats.
- E. Follow the maximum drying time requirements of the paint manufacture to prevent undue softening of the asphalt and pick-up, displacement, or discoloration of the markings. If there is deficiency is drying of the marking, discontinue paint operations until the cause of the slow drying is determined and corrected. Remove and replace marking applied less than the minimum application rates that deviate from true alignment or exceed stipulated length and width tolerances. Light spots, smears, or other deficiencies or irregularities will not be allowed.

PLAYFAIR TENNIS COURT RECONSTRUCTION

3.7 FIELD QUALITY CONTROL

- A. Testing Agency: Contractor shall engage a qualified testing agency to perform tests and inspections.
- B. Thickness: In-place compacted thickness of hot-mix asphalt course will be determined according to ASTM D 3549.
- C. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
- D. In-Place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726.
 - a. One core sample take for every 1000 sq. yard or less of installed pavement per sport court with no fewer than 3 cores taken per sport court
 - b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM 1188 or ASTM 2726
- E. Replace and compact hot-mix asphalt were core tests were taken.
- F. Remove and replace or install additional hot-mix asphalt were test results or measurements indicate that it does not comply with specified requirements.

3.8 FIELD QUALITY CONTROL

- A. Except for material indicated to be recycled, remove excavated materials from the project site and legally dispose of them in an EPA-approved landfill.

END OF SECTION 32 1216

SPORT COURT RECONSTRUCTION
CITY OF MISSOULA, MONTANA
CONSTRUCTION SPECIFICATIONS

SECTION 32 1307
COURT SURFACING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Pickle ball court surfacing.
- B. Tennis court surfacing.

1.2 RELATED SECTIONS

- A. Section 32 1216 - Asphalt Paving

1.3 REFERENCES

- A. ASBA: Standards for Tennis Courts.
- B. USA Pickleball Association Guidelines.

1.4 SUBMITTALS

- A. Submit under provisions of Division One.
- B. Product Data: Provide manufacturer's data on specified products.
- C. Manufacturer's Installation Requirements: Indicate installation requirements.
- D. Material certificates on approved products to be used on the job, signed by the material user and the contractor.
- E. Samples: Submit two (2) samples of court surfacing illustrating finish texture and colors available.
- F. Submit 12" x 12" sample of court color with Ghost Line color overlay for approval prior to installation.

PLAYFAIR TENNIS COURT RECONSTRUCTION

- G. Submit evidence of qualifications to perform this work, including a list of names, locations, contact individuals and telephone numbers for at least five installations that have been installed under this product name, prior to contract awarded.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section.
- B. Installer Qualifications: Installer specializing in installation of products and work specified in this section.

1.6 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply when rain or high winds are imminent.
- B. Air temperature must be at least 50 degrees Fahrenheit and rising. Do not apply when surface temperature is above 140 degrees Fahrenheit.
- C. Protect from hot sun or freezing weather.

1.7 MAINTENANCE

- A. Submit under provisions of Division One.
- B. Maintenance Date: Include cleaning procedure and any owner material maintenance requirements

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Coating: Plexipave Standard, as manufactured by California Products, Inc., or approved equal. www.plexipave.com or 775.829.0719.

2.2 MATERIALS

- A. All surfacing materials shall be designed for installation on asphalt pavement. Submit selected manufacture's written specifications for review and approval.
- B. Acrylic Resurfacer over Pavement: Plexipave – Pure acrylic resurfacing material and 30 mesh sand per manufacturer's specifications.
- C. Color Finish Material – The color finish material for the surface shall be Plexipave Standard per 2.1 above. Firms seeking approval for an alternate product must submit a manufacturer's chemical analysis of all products used within five days (5) before the bid due date.
- D. Line Paint – "Plexicolor Hi-Hide" line paint as manufactured by Plexipave per 2.1 above.
- E. Sand – 60-80 mesh.
- F. Water – The water used in all mixtures shall be fresh and potable.
 - a. Water: 8.5 percent.
 - b. Weight per Gallon at 77 Degrees F: 15.2 lbs., plus or minus 1.0 lbs.
 - c. Non-Volatile Material: 80 percent, plus or minus 5 percent.
 - d. Color: Neutral.
- G. Court Patch Binder: Plexipave acrylic latex bonding liquid.
 - 1. 100 percent acrylic emulsion liquid binder.
 - 2. Mix on-site with sand and cement.
 - 3. Levels and repairs low spots and depressions up to 3/4 inch deep in asphalt pavement.
 - 4. Fills Cracks in Asphalt up to 1" in width.
 - 5. Weight per Gallon at 77 Degrees F: 8.8 lbs., plus or minus 0.5 lbs.

2.3 ACCESSORIES

- A. Color Finish System and Striping
1. Background coating and line striping paint shall be non-glaring latex acrylic emulsion meeting the following criteria:

Background Color	Dark Green
Playing Court Color	US Open Blue
Line Striping Color	White – Tennis
	Orange - Pickleball
 2. Submit all colors for approval prior to installation. See drawings for more information.

PART 3 - EXECUTION

3.1 SURFACE PREPARATION - ASPHALT

- A. Ensure all fencing, benches and court net post sleeves are installed and complete.
- B. Allow asphalt to cure for a minimum of twenty-eight (28) days prior to application of any surfacing materials.
- C. Inspect pavement surface and verify that the dimensional, slope and surface requirements are acceptable and that the surface is free of defects prior to resilient surface application. Notify Owner's Representative if the surface is not acceptable.
- D. The surface to be coated shall be sound, smooth, and power washed to ensure a surface free from dust, dirt, or oily materials. Prior to the application of surfacing materials, the entire surface should be flooded, and checked for minor depressions or irregularities. Any puddled area covering a nickel shall be marked and repaired with Court Patch Binder using the following mix:
1. 100 lbs. 60 - 80 mesh silica sand (dry).
 2. 3 gallons Plexipave Court Patch Binder.
 3. 1 to 2 gallons Portland Cement (dry) (depending on humidity and temperature).
 4. Tack coat consisting of 1 part Court Patch Binder and 2 parts water shall be applied to the patch areas and allowed to dry thoroughly prior to patching. For more information see Plexipave Specification 10.14 or 10.21.
- E. After patching, the surface shall not vary more than 1/16 inch in ten feet measured in any direction.
- F. Apply filler during good weather conditions when the air temperature is between 55 degrees F and 90 deg F and rain is not forecast or imminent

3.2 FORTIFIED PLEXI-PAVE

- A. Fortified Plexipave shall be applied by rubber bladed squeegee on the clean, dry surface in three (3) applications to obtain a total quantity of not less than .15 nor more than .23 gallons per square yard of area, based on the material prior to any dilution. No application shall be covered by a succeeding application until thoroughly cured.
- B. Prior to applying the color finish coat the surface shall be inspected, any ridges shall be removed and the entire surface shall be blown clean. If the surface is not covered to a uniform, even texture free of all porosity, a third filler coat shall be applied. The total required filler coat shall not be less than one-hundred and twenty (120) gallons of Plexiflex Filler Coat per 800 square yards.
- C. Plexipave can be job mixed as follows:
 - 1. Plexipave Color Base 30 gallons
 - 2. Plexichrome 20 gallons
 - 3. Water 20 gallons
- D. The diluted material shall be homogeneous. Segregation before or during application will not be permitted.
- E. The finished surface shall have a uniform appearance and be free from ridges and tool marks.
- F. The color finish coat of Plexichrome shall be applied at the rate of not less than 30 gallons of material for 800 square yards. The mixed Plexichrome shall be squeegeed in straight lines, with no swirls visible, and each course must be wind-rowed and applied in straight lines. When the court is viewed from 25 degrees at midday, it shall produce a uniform color throughout the surface.
- G. Eight hours (8) minimum after completion of the color resurfacing, playing lines as per plans shall be accurately located, marked, and painted with Plexicolor Line Paint as specified by U.S. Tennis Association and the National Federation of State High School Associations (NFHS) – Court and Field Diagram Guide.

3.2 COLORS

- A. Tennis and Pickle Ball Courts to be the following color:
 - 1. As indicated on the drawings. Submit sample for approval.
- B. See plan layout for exact locations and extent of Plexipave Surfacing.
- C. All court playing lines:
 - 1. 2-inch wide textured playing lines accurately located, marked and painted with Plexicolor Line Paint in accordance with U.S. Tennis Association Specifications. Tennis baselines shall be 3-inch wide textured playing line.
 - 2. Color: Per Part 2 of this Section.
 - 3. Plexicolor Hi-Hide line Paint as manufactured by California Products. The use of traffic oil, alkyd, or solvent vehicle type paints is absolutely prohibited. The playing lines shall be laid out per USTA standards and per the drawings; taped, prime coated, and double coated by hand. All playing lines shall be straight and true and provide sharp edges.
 - 4. Tennis lines shall be the primary court striping. Secondary Pickleball lines shall not overlap with the primary tennis court striping. Break secondary lines 3" from primary lines.

3.3 COMPLETION

- A. Cleaning: Upon completion, the contractor shall remove all containers, surplus materials and debris and leave the site clean and in an orderly condition acceptable to the Owner or his representative. Gates shall be secured and a "Tennis Shoes Only" sign shall be mounted by the contractor at each gate opening.
- B. Maintenance: The contractor shall provide the Owner with a complete and type written set of maintenance and repair procedures. The contractor shall guarantee the workmanship and materials for one year after acceptance of the project.
- C. Guarantee: The contractor shall guarantee the color finish system unconditionally for a period of one year, against fading, cracking, Spaulding, and blistering. This guarantee extends only to the Acrylic Surfacing and does not cover base of asphalt or concrete failure underneath.

3.4 FIELD QUALITY CONTROL

- A. See Division 01 Specifications for general requirements for quality control.
- B. Contractor shall provide photo documentation of each step of the multi-coat application process with the maintenance manuals at the completion of the project in accordance with division one specifications.
- C. Provide Owner's Representative with maintenance manuals at completion of project in accordance with division one of the Project Manual.

3.5 PROTECTION

- A. Before, during, and after installation, protect court surfacing from mechanical damage or other activities until project is turned over to the Owner.

3.6 WARRANTY

- A. Contractor shall warrant work as provided by the Agreement for Independent Contractor Services.

END OF SECTION 32 1307

SECTION 32 1331

CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.3 SUMMARY

- B. Section Includes:
 - 1. Fence framework, fabric and accessories.
 - 2. Excavation for post bases; concrete foundation for posts.
 - 3. Gates and related hardware
- C. Related Sections:
 - 1. Cast-in-Place Concrete Section 03 3000

1.4 SUBMITALS

- A. Submit shop drawing for fencing and gates prior to installation.

1.5 QUALITY ASSURANCE

- A. Reference Standards: Chain link fabric and pipe frame material shall comply with standards and specification of the Chain Link Fence Manufacturers and ASTM Standards referenced herein.

PART 2 - PRODUCTS

2.1 GENERAL MATERIALS

- A. Steel components, including fabric, pipe, and fittings shall be first quality, full weight, hot-dipped galvanized materials meeting ASTM F-1083. Zinc coating shall be applied to interior and exterior of materials and conform to ASTM B6, Prime Western Grade. Weight of zinc coating shall be a minimum of 1.6 ounces per square foot for steel materials without clear coating. Weights and wall thicknesses for pipe material indicated are minimum. Materials for fence posts and rails shall meet the strength testing requirements for Group IA piping in accordance with ASTM F669. Pipe sizes are listed in this specification as trade or fence industry standards outside diameter (o.d.) Gates shall be constructed in accordance with ASTM F900.

2.2 CHAIN LINK FENCING MATERAILS

- A. Fabric: Fabric shall be No. 9 gauge steel wire (except as otherwise shown), woven into 2" chain link mesh. Fabric shall receive Class 1 zinc coating after weaving in accordance with ASTM A392. Top and bottom selvage of the fabric shall be knuckled.
- B. Tennis and Pickleball Fabric: Fabric shall be No. 9 gauge steel wire (except as otherwise shown), woven into 1.75" chain link mesh. Fabric shall receive Class 1 zinc coating after weaving in accordance with ASTM A392. Top and bottom selvage of the fabric shall be knuckled.
- C. Line Posts: 2.375" o.d. SS40, steel pipe (up to and including 12' ht.).

- D. Line Post Tops: Heavy galvanized, eye-top fittings to be set of post snugly.
- E. Top Rails and Bottom Rails: 1.625" o.d. SS40, steep pipe, minimum wall thickness of 0.11 inch. Provide (7) inch long expansion sleeve couplings.
- F. Fabric Ties: No. 11 gauge galvanized steel tie wire shall be used to tie fabric to frame.
- G. Terminal Post: End, corner and pull posts shall be 2.875" o.d. SS40, steel pipe, (up to and including 10' ht.).
- H. Terminal Post Tops: End and corner posts shall be fitted with heavy galvanized tops of bullet-type construction.
- I. Brace Panel Assembly: Install per manufacture's recommendations. 1.625" o.d. pipe weighing 1.4 pounds per foot, and adjustable 3/8" galvanized truss rod with malleable iron truss tighteners.
- J. Tension Bands: Beveled edge type with either nuts and bolt or special lock pin type.
- K. Gates: All gates openings a minimum of 4' inside to inside clear zone, height to match adjacent fencing. Gates shall be constructed of steel pipe in accordance with ASTM F900; frame members size and weight as required for size of gate to be constructed. Hardware shall be heavy duty, galvanized, with lockable latches.

2.2 CONCRETE POST BASE

- A. Concrete designed to have a minimum compressive strength of 3,000 psi at 28 days in accordance with section 03 3000.

PART 3 - EXECUTION

3.1 INSTALLATION OF CHAIN LINK FENCE

- A. Workmanship: The completed fence shall be plumb, both is line and transverse to the fence, straight and rigid, with fabric tightly stretched and held firm in place. Gates shall swing easily and hang true and close into the place of the fence. Details of construction not specified herein or on the drawings, shall be performed in keeping with good standard fencing practices.
- B. Concrete Bases: Set posts in concrete. Posts shall be allowed to set at least seven (7) days before rails, fabric, and fittings are installed. Footing shall be sized as follows:

Fence Height	Footing Depth from Finished Surface	Foot Diameter
3-foot	36-inch	12-inch
4-foot	36-inch	12-inch
6-foot	36-inch	12-inch
10-foot	36-inch	24-inch

- C. Line Posts: Spaced not more than ten (10) feet apart and set in concrete bases.
- D. Terminal Posts: Set posts in concrete bases. Terminal posts shall be used at ends, and corners of fence runs and at pull posts where bracing is required.
- E. Top & Bottom Rails: Rails shall be set as nearly parallel to the finish grade as possible.

- F. Fabric Ties: Minimum of six (6) ties for each 10 feet of rail and one (1) tie to each one foot of post height.
- G. Tension Band: One (1) fastener for each one (1) foot of fabric height.
- H. Bolted Connections: Tack weld nut to bolt at all bolted connections.

END OF SECTION 32 1331

BID ALTERNATES

1. BASE BID:
TENNIS COURT STRIPING ONLY, AS SHOWN IN DETAIL 1 / L107.
STRIPING TO BE A WATER BASED PAINT.

2. ALT. NO 1:
TENNIS COURT COLOR COAT AS SHOWN IN DETAIL 1 / L107.
SPECIFICATION SECTION 32 1307.

3. ALT. NO. 2:
1.5" THICK TENNIS COURT FINISH COURSE AS PER DETAIL
5/L107

MISSOULA SPORT COURT RECONSTRUCTION
PLAYFAIR PARK - TENNIS
3001 BANCROFT ST, MISSOULA, MT 59801



I. GENERAL NOTES:

1. PERFORM ALL DEMOLITION AND NEW CONSTRUCTION WORK AS PER MONTANA PUBLIC WORKS STANDARD AND SPECIFICATIONS (MPWSS) 6TH EDITION AND CITY OF MISSOULA REGULATIONS.
2. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND UTILITY LOCATIONS PRIOR TO START OF WORK. ANY DISCREPANCIES SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE.
3. DO NOT SCALE DRAWINGS. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO BEGINNING OF WORK. START OF WORK CONSTITUTES ACCEPTANCE OF CONDITIONS.
4. INCREASES TO CONTRACT SUM OR TIME WILL NOT BE APPROVED FOR CONDITIONS OR SITUATIONS EVIDENT AT TIME OF BIDDING.
5. NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY OF ANY DISCREPANCIES OR AMBIGUITIES IN THE DRAWINGS AND/OR IN THE SPECIFICATIONS.
6. CHANGES OR DEVIATIONS FROM THE DRAWINGS MADE WITHOUT THE WRITTEN CONSENT OF THE OWNER'S REPRESENTATIVE AND/OR AN APPROVED CHANGE ORDER WILL BE CONSIDERED UNAUTHORIZED. COORDINATE NECESSARY MODIFICATIONS WITH LANDSCAPE ARCHITECT PRIOR TO EXECUTING CONSTRUCTION. SEE PROJECT MANUAL FOR CONTRACT MODIFICATION PROCEDURES.
7. CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION AND COMPLETION OF ALL WORK SHOWN AND SHALL COORDINATE WORK.
8. MAINTAIN A CLEAN WORK SITE AT ALL TIMES. NO RADIOS, TAPE PLAYERS, CD PLAYERS, ETC. ALLOWED ON SITE.
9. NOTIFY OWNER'S REPRESENTATIVE AND/OR OWNER IN WRITING OF ANY EXPECTED DISRUPTIONS IN SERVICE OR CHANGES IN CONSTRUCTION SCHEDULE AND OBTAIN WRITTEN PERMISSION AS SPECIFIED.
10. ALL AREAS USED FOR CONSTRUCTION AND/OR DAMAGED DURING THE EXECUTION OF THIS CONTRACT, INCLUDING STAGING AREAS, LANDSCAPE AND SITE ELEMENTS, WILL BE RESTORED UNDER A SEPARATE CONTRACT BY OTHERS. CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING LANDSCAPE, SITE AND ELEMENTS WITHIN THE LIMITS OF WORK, CONSTRUCTION VICINITY, AND/OR NOTED ON THE DOCUMENTS.
11. THE CONSTRUCTION DRAWINGS SHOW PRINCIPLE AREA AND LIMITS OF CONSTRUCTION WHERE WORK MUST BE ACCOMPLISHED UNDER THIS CONTRACT. INCIDENTAL WORK MAY BE NECESSARY IN AREAS NOT SHOWN ON DRAWINGS DUE TO CHANGES AFFECTING ELECTRICAL, MECHANICAL, PLUMBING AND/OR OTHER SYSTEMS. THIS INCIDENTAL WORK SHALL BE PART OF THIS CONTRACT AND ALL TRADES SHALL INSPECT THESE AREAS, ASCERTAIN WORK REQUIRED AND PERFORM THE WORK IN ACCORDANCE WITH THE CONTRACT REQUIREMENTS AT NO ADDITIONAL COST.
12. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ALL COMPONENTS AND ACCESSORIES FOR A COMPLETE AND FINISH INSTALLATION FOR PRODUCTS SHOWN ON THE DRAWING SHEETS.
13. THE SPECIFICATIONS INCLUDED WITH THESE DRAWINGS SHEETS ARE AN INTEGRAL PART OF THESE DOCUMENTS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW ALL ENCLOSED INFORMATION.
14. CONTRACTOR SHALL NOT BLOCK ANY ROADS OR SIDEWALKS.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATION DE-WATERING AND MAINTENANCE OF SURFACE DRAINAGE DURING THE COURSE OF CONSTRUCTION.
16. CONTRACTOR SHALL CONTROL DUST IN ACCORDANCE WITH REGULATIONS OF LOCAL AIR POLLUTION CONTROL AUTHORITY.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MANAGING CONSTRUCTION OF MUD, DUST OR DEBRIS. DUST ABATEMENT SHALL BE MAINTAINED BY ADEQUATE WATERING OF THE SITE BY CONTRACTOR.
18. THE CONTRACTOR SHALL PROTECT ALL ADJACENT PROPERTIES, PUBLIC AND PRIVATE, AT ALL TIMES DURING CONSTRUCTION.
19. THE OWNER/DESIGNER DOES NOT GUARANTEE THE ACCURACY OF THE SITE SURVEY INCLUDING AND NOT LIMITED TO: SERVICE LINES (WATER, POWER, GAS, STORM SEWER, TELEPHONE, FIBER OPTIC, TELEVISION, BROAD BAND, ETC.)
20. PROVIDE CONCRETE JOINTING AS SHOWN FOR ALL FLATWORK.
21. COORDINATE STAGING AREA WITH OWNER.
22. CONTACT ADJACENT PROPERTY OWNER(S) PRIOR TO BEGINNING WORK.
23. MAINTAIN ACCESS TO ALL PROPERTIES.
24. COORDINATE WORK WITH OTHER PROJECT(S)

II. RECORD DRAWINGS:

1. CONTRACTOR SHALL MAINTAIN ONE COMPLETE SET OF APPROVED DRAWINGS ON THE CONSTRUCTION SITE AT ALL TIME WHEREON THE CONTRACTOR WILL RECORD ANY APPROVED DEVIATIONS IN THE CONSTRUCTION FROM THE APPROVED DRAWINGS, AS WELL AS THE LOCATIONS OF ALL EXISTING UTILITIES ENCOUNTERED. THESE FIELD RECORD DRAWINGS SHALL BE KEPT UP TO DATE AT ALL TIMES AND SHALL BE AVAILABLE FOR INSPECTION BY THE OWNER'S REPRESENTATIVE UPON REQUEST. FAILURE TO CONFORM TO THIS REQUIREMENT MAY RESULT IN DELAY IN PAYMENT AND/OR FINAL ACCEPTANCE OF THE PROJECT.

III. SAFETY AND PROTECTION:

1. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE RIGHT OF THE OWNER, CITY AND OWNER REPRESENTATIVE TO OBSERVE OR OTHERWISE REVIEW THE WORK AND OPERATIONS SHALL NOT RELIEVE THE CONTRACTOR FROM THEIR RESPONSIBILITY TO MAINTAIN A SAFE WORK ENVIRONMENT.

IV. WARRANTY:

1. IF WITHIN ONE YEAR AFTER ACCEPTANCE OF THE WORK BY THE CITY, (PROJECT OWNER) ANY OF THE WORK IS FOUND TO BE DEFECTIVE OR NOT IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND/OR DRAWINGS, AND UPON WRITTEN NOTICE FROM THE PROJECT OWNER'S REPRESENTATIVE, THE CONTRACTOR SHALL CORRECT ANY WORK BEGINNING WITHIN SEVEN (7) CALENDAR DAYS OF SAID WRITTEN NOTICE. SHOULD THE CONTRACTOR FAIL TO RESPOND TO THE WRITTEN NOTICE WITHIN THE DESIGNATED TIME, THE CITY MAY CORRECT THE WORK AT THE EXPENSE OF THE CONTRACTOR. ANY HARD SURFACE SHALL BE WARRANTED FOR A PERIOD OF 2 YEARS FOLLOWING FINAL ACCEPTANCE OF THE PROJECT.

V. EXISTING CONDITIONS:

1. PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND ELEVATIONS. THE CONTRACTOR SHALL REVIEW THE PROPOSED PLANS AND CONFIRM THAT THE DESIGN ELEVATIONS AND GRADES MATCH EXISTING FIELD CONDITIONS AND SHALL NOTIFY THE PROJECT OWNER OF ANY DISCREPANCIES OR UNFORSEEN CONDITIONS.

VI. PARK ACCESS:

1. ANY EXCAVATION SHALL BE BARRICADED. PARK, IN GENERAL, WILL BE OPEN TO THE PUBLIC.

VII. GENERAL DEMOLITION NOTES:

1. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITY MAINS, FIRE HYDRANTS, VALVES, APPURTENANCES AND OTHER EXISTING SITE FACILITIES DURING CONSTRUCTION NOT SLATED FOR DEMOLITION INCLUDING ON-SITE PUBLIC AND PRIVATE PROPERTY.
2. INSTALL CONSTRUCTION FENCING AS REQUIRED OR NEEDED TO PROTECT THE PUBLIC FROM THE CONSTRUCTION AREA. FENCING SHALL BE OF A FREE STANDING TYPE WITHIN PAVED AREAS. NO DAMAGE TO EXISTING PAVEMENT WILL BE ALLOWED FOR SECURING FENCE. CONTRACTOR SHALL PERIODICALLY INSPECT FENCING AND REPAIR AS NECESSARY.
3. FOR TREE PROTECTION, ERECT AND MAINTAIN A CONSTRUCTION FENCE AS DETAILED IN DRAWING 5 / L105. FOR WORK WITHIN TREE DRIP LINE, HAND CLEAR AND HAND EXCAVATE TO MINIMIZE DAMAGE TO ROOT SYSTEM. AT NO TIME SHALL EXCAVATION OCCUR WITHIN HALF THE RADIUS OF THE CANOPY DRIP LINE. PROVIDE SUPPORTS AND WET BURLAP OVER ROOTS AS REQUIRED.
4. PROTECT EXISTING VEGETATION INDICATED TO REMAIN AND REPLACE IF DAMAGED.
5. COVER HOLES AND TRENCHES WHEN WORK IS NOT IN PROGRESS. FENCE OR BARRICADE CHANGES OF PLANE MORE THAN 45 DEGREES HORIZONTALLY.
6. ALL WASTE MATERIAL FROM DEMOLITION SHALL BE REMOVED FROM THE SITE AND DISPOSED OF PER LOCAL, STATE AND FEDERAL REQUIREMENTS UNLESS OTHERWISE SPECIFIED. REMOVE FROM SITE EXCAVATED MATERIALS UNSUITABLE FOR USE AS FILL

- AND BACKFILL INCLUDING STRIPPED SOD. MATERIALS CONTAINING TRASH OR DEBRIS SHALL BE IMMEDIATELY REMOVED AND LEGALLY DISPOSED OF OFF-SITE.
7. CONTRACTOR TO PROTECT ALL EXISTING IMPROVEMENTS TO REMAIN AND REPAIR BACK TO ORIGINAL CONDITION AT CONTRACTOR'S EXPENSE IF DAMAGE OCCURS RESULTANT FROM CONTRACTOR'S OPERATIONS OR NEGLIGENCE.
 8. CONTRACTOR SHALL PROVIDE ALL DEMOLITION INCIDENTAL TO OR REQUIRED FOR NEW CONSTRUCTION WHETHER OR NOT IT IS SPECIFICALLY NOTED.
 9. PROVIDE DEWATERING AND DRAINAGE TO KEEP EXCAVATIONS FREE OF WATER.
 10. CONTRACTOR TO PRESERVE AS MUCH BASE MATERIAL FROM SPORT COURT DEMOLITION AND REMOVAL TO BE USED IN PLACE FOR THE NEW SPORT COURT.
 11. CONTRACTOR SHALL REMOVE LAWNS AND GRASSES AS SPECIFIED.
 12. CONTRACTOR TO REMOVE TOPSOIL TO SPECIFIED DEPTH AND STORE ON-SITE FOR SITE RESTORATION.

VIII. EXISTING IRRIGATION NOTES:

1. LOCATION OF MAINLINE, LATERAL LINES, AND EXISTING HEADS ATTAINED FROM PARKS AND RECREATION AS-BUILT DRAWINGS UNLESS OTHERWISE NOTED. CONTRACTOR TO VERIFY LOCATION BEFORE START OF CONSTRUCTION.
2. COORDINATE ALL ADJUSTMENTS OF EXISTING IRRIGATION SYSTEMS WITH OWNER.
3. AREAS OUTSIDE OF THE CONSTRUCTION OF LIMITS MUST REMAIN OPERATIONAL DURING THE GROWING SEASON TO THE MAXIMUM EXTENT POSSIBLE.
4. REMOVE ALL EXISTING AT-GRADE UN-REUSED SYSTEM COMPONENTS (INCLUDING HEADS WITH JOINTS, VALVE BOXES, ETC.) AND ABANDON ALL UN-REUSED MAIN AND CIRCUIT PIPING, UNLESS LOCATED WITHIN NEW SPORT COURT AREA. REMOVE ALL EXISTING MAIN AND CIRCUIT PIPING WITHIN NEW TENNIS COURT AREA.

IX. GENERAL GRADING NOTES:

1. SPOT ELEVATIONS SHOWN REPRESENT FINISHED ELEVATIONS AND GRADES. CONTRACTOR SHALL GRADE AND PREPARE ALL SUBGRADE IN ACCORDANCE WITH TOLERANCES INCLUDED IN SPECIFICATIONS.
2. MAXIMUM SLOPES: SPORT COURTS - MAXIMUM SLOPE 1% . SIDEWALKS - MAXIMUM CROSS SLOPE 2%. MAXIMUM LONGITUDINAL SLOPE 5%. EARTH SLOPES - THERE SHALL BE NO EARTH SLOPES GREATER THAN 25% (4:1).
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPORTING AND OR EXPORTING ALL MATERIAL AS REQUIRED TO PROPERLY GRADE THIS SITE. INCLUDING ALL NECESSARY SURFACE RESTORATION, TO THE FINISHED ELEVATIONS SHOWN HERE IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS.
4. THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT AND ACCOMMODATE UNCONSIDERED EXISTING CONDITIONS AND PROVIDE SMOOTH TRANSITIONS BETWEEN EXISTING AND NEW GRADES.

X. GENERAL OWNER WORK NOTES:

1. COORDINATE WITH OWNER'S REPRESENTATIVE FOR ALL OWNER PROVIDED WORK AND WORK BY OTHERS AS DETAILED.
2. CONTRACTOR TO ROUGH GRADE ALL AREAS IMPACTED BY CONSTRUCTION FOR SITE RESTORATION. REMOVE ALL ROCKS AND DEBRIS GREATER THAN 1" IN DIAMETER IN ANY DIRECTION.
3. WORK BY OWNER AND OTHERS:
 - 3.1. PARK BENCH - BY OWNER
 - 3.2. TENNIS POLES & NET - OWNER PROVIDED, CONTRACTOR INSTALLED
 - 3.3. SITE RESTORATION - BY OTHERS
 - 3.4. IRRIGATION - BY OTHERS

LIST OF DRAWINGS

L001	VICINITY MAP & GENERAL NOTES
L100	EXISTING CONDITIONS & DEMOLITION
L101	SITE PLAN
L102	GRADING PLAN
L103	HARDSCAPE LAYOUT
L104	COURT AND FENCING LAYOUT
L105	SITE DETAILS
L106	SITE DETAILS
L107	SITE DETAILS

ISSUE RECORD / REVISION:

PURPOSE	DATE:
65 PERCENT	02/24/22
95 PERCENT	04/19/22
95 PERCENT	04/27/22
100% CON.	07/21/22

Parks&Recreation

City of Missoula • 600 Gregg Lane • 731-PARK

PLAYFAIR PARK
3001 BANCROFT ST, MISSOULA, MT 59801



DATE: 4/26/22

DRAWN BY: GLS

CHECKED BY: EW

PROJECT NUMBER: PKR - 2022-VAR

SHEET NAME:

VICINITY MAP & GENERAL NOTES

SHEET NUMBER:

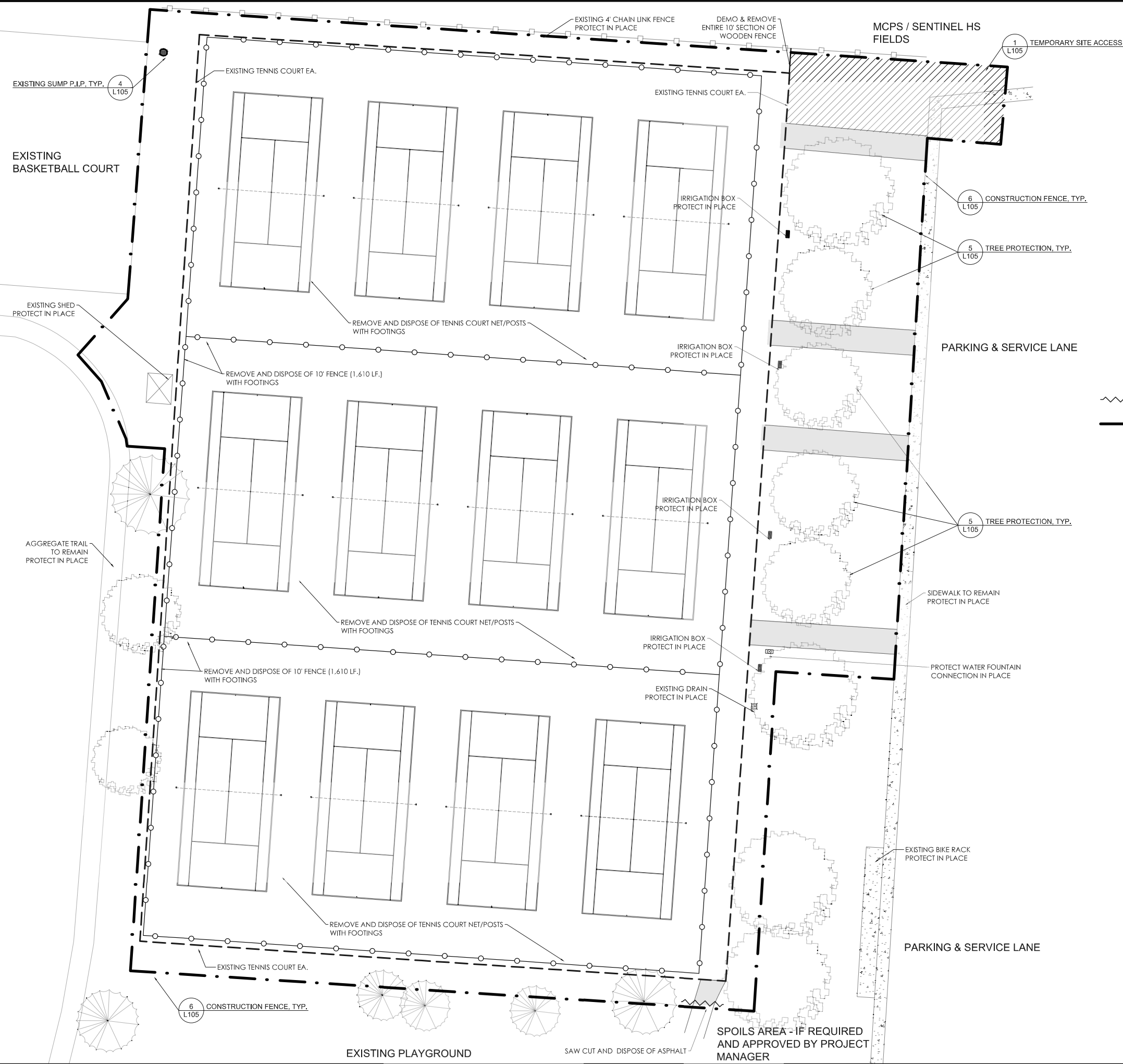
L001

ISSUE RECORD / REVISION:	
PURPOSE	DATE:
65 PERCENT	02/24/22
95 PERCENT	04/19/22
95 PERCENT	04/27/22
100% CON.	07/21/22

PLAYFAIR PARK
3001 BANCROFT ST, MISSOULA, MT 59801



DATE:	4/26/22
DRAWN BY:	GLS
CHECKED BY:	EW
PROJECT NUMBER:	PKR-2022-VAR
SHEET NAME:	EXISTING CONDITIONS & DEMOLITION
SHEET NUMBER:	L100



- NOTES:
- 1) NO AS BUILT IRRIGATION PLAN - FIELD VERIFY IRRIGATION. COORDINATE WITH PROJECT OWNER TO TURN OFF IRRIGATION A MINIMUM OF TWO WEEKS PRIOR TO WORK COMMENCING.
 - 2) PRESERVE AS MUCH BASE MATERIAL IN PLACE AS POSSIBLE WHEN REMOVING ASPHALT.
 - 3) PLAYGROUND, BASKETBALL AND AGGREGATE TRAIL TO REMAIN OPEN THROUGHOUT CONSTRUCTION. SWEEP BASKETBALL COURT AS NEEDED TO CLEAR DEBRIS GREATER THAN 1/4" IN DIAMETER IN ANY DIRECTION.

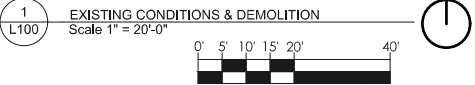
ABBREVIATIONS:

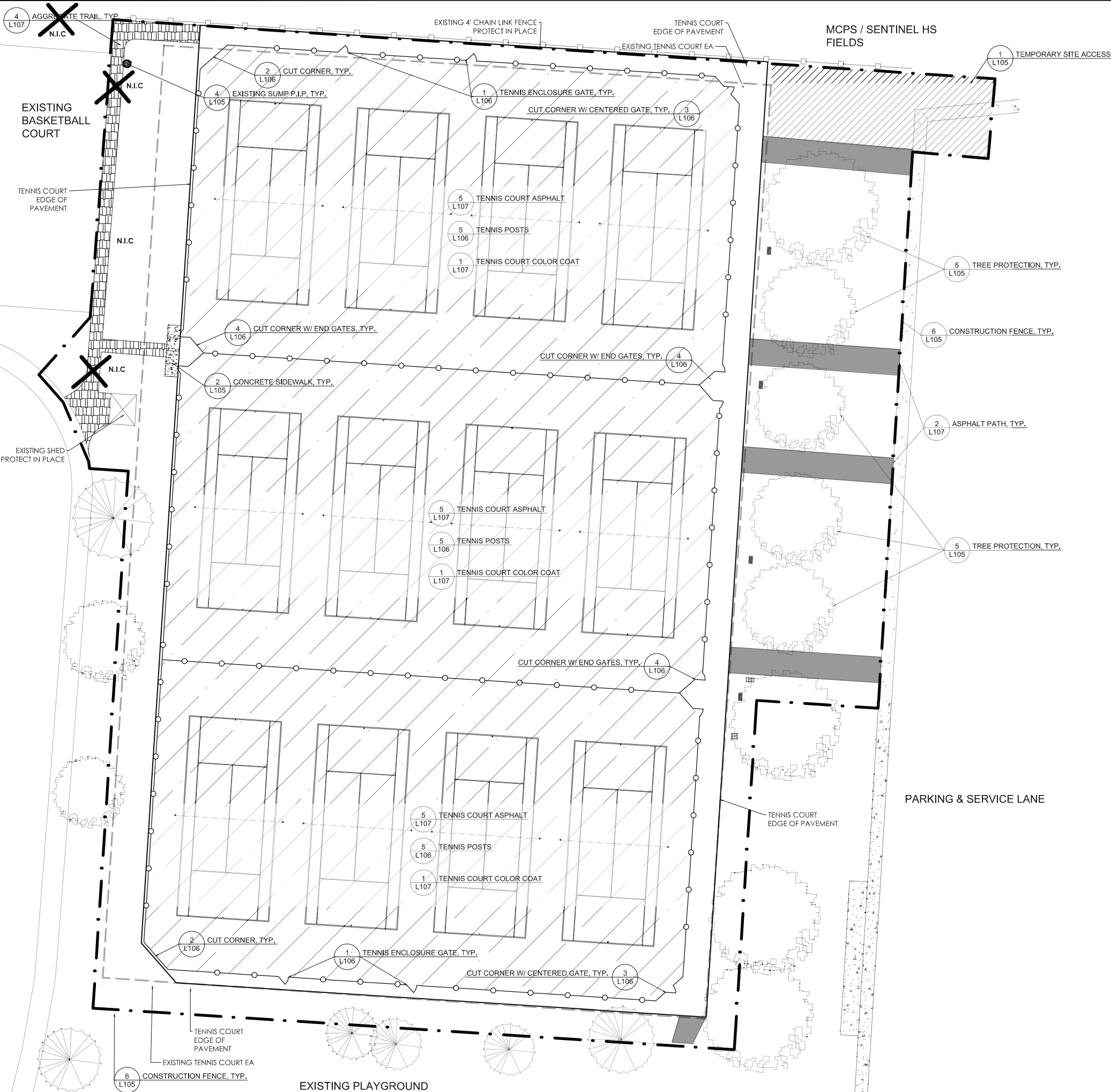
CL - CENTER LINE
EA - EDGE OF ASPHALT
PIP - PROTECT IN PLACE
SW - SIDEWALK

LEGEND

- REMOVE & DISPOSE OF TENNIS COURT ASPHALT (85,626 SQ. FT.)
- REMOVE & DISPOSE OF ASPHALT PATH (2,400 SQ. FT.)

- SAW CUT
- LIMIT OF CONSTRUCTION (1,500 LF.)





- NOTES:
- 1) FIELD VERIFY IRRIGATION (NO AS BUILT ON FILE)
 - 2) BASKETBALL COURT AND AGGREGATE PATH TO REMAIN OPEN
 - 3) SWEEP BASKETBALL COURT AS NEEDED TO CLEAR DEBRIS GREATER THAN 1/4" IN DIAMETER IN ANY DIRECTION.
 - 4) PROTECT EXISTING TREES IN PLACE AS NEEDED OR REQUIRED
 - 5) AGGREGATE TRAIL TO BE FLUSH WITH ADJACENT HARD SURFACES

ABBREVIATIONS:

- CL - CENTER LINE
EA - EDGE OF ASPHALT
PIP - PROTECT IN PLACE
SW - SIDEWALK

LEGEND

- EXISTING TENNIS COURT EDGE OF ASPHALT (EA)
- 4" DEPTH 5/8" CRUSHED AGGREGATE TRAIL (1,250 SQ. FT.)
DETAIL 4 / L107
- CONCRETE SIDEWALK - 100 SQ. FT.
DETAIL 2 / L105 . 5' SPACING CONTROL JOINTS.
- ASPHALT PATH - 2,435 SQ. FT
DETAIL 2/ L107
- TENNIS COURT ASPHALT - 82,110 SQ. FT.
DETAIL 5 / L107
- TENNIS COURT COLOR COAT (75,190 SQ.FT.).
DETAIL 1/L107. SPECIFICATION 32 1307.
- 10' CHAIN LINK FENCE (1,535 LF.)
DETAIL 6 / L106
- LIMIT OF CONSTRUCTION (1,500 LF.)

1 SITE PLAN
L101 Scale 1" = 20'-0"

0' 5' 10' 15' 20' 40'

N

ISSUE RECORD / REVISION	
PURPOSE	DATE
65 PERCENT	02/24/22
95 PERCENT	04/19/22
95 PERCENT	04/27/22
100% CON.	07/21/22

Parks & Recreation
City of Missoula • 600 Gregg Lane • 721-PARK

PLAYFAIR PARK
3001 BANCROFT ST, MISSOULA, MT 59801



DATE:	4/26/22
DRAWN BY:	GLS
CHECKED BY:	EW
PROJECT NUMBER:	PKR - 2022-VAR
SHEET NAME:	

SITE PLAN

SHEET NUMBER:

L101

ISSUE RECORD / REVISION:	
PURPOSE	DATE:
65 PERCENT	02/24/22
95 PERCENT	04/19/22
95 PERCENT	04/27/22
100% CON.	07/21/22

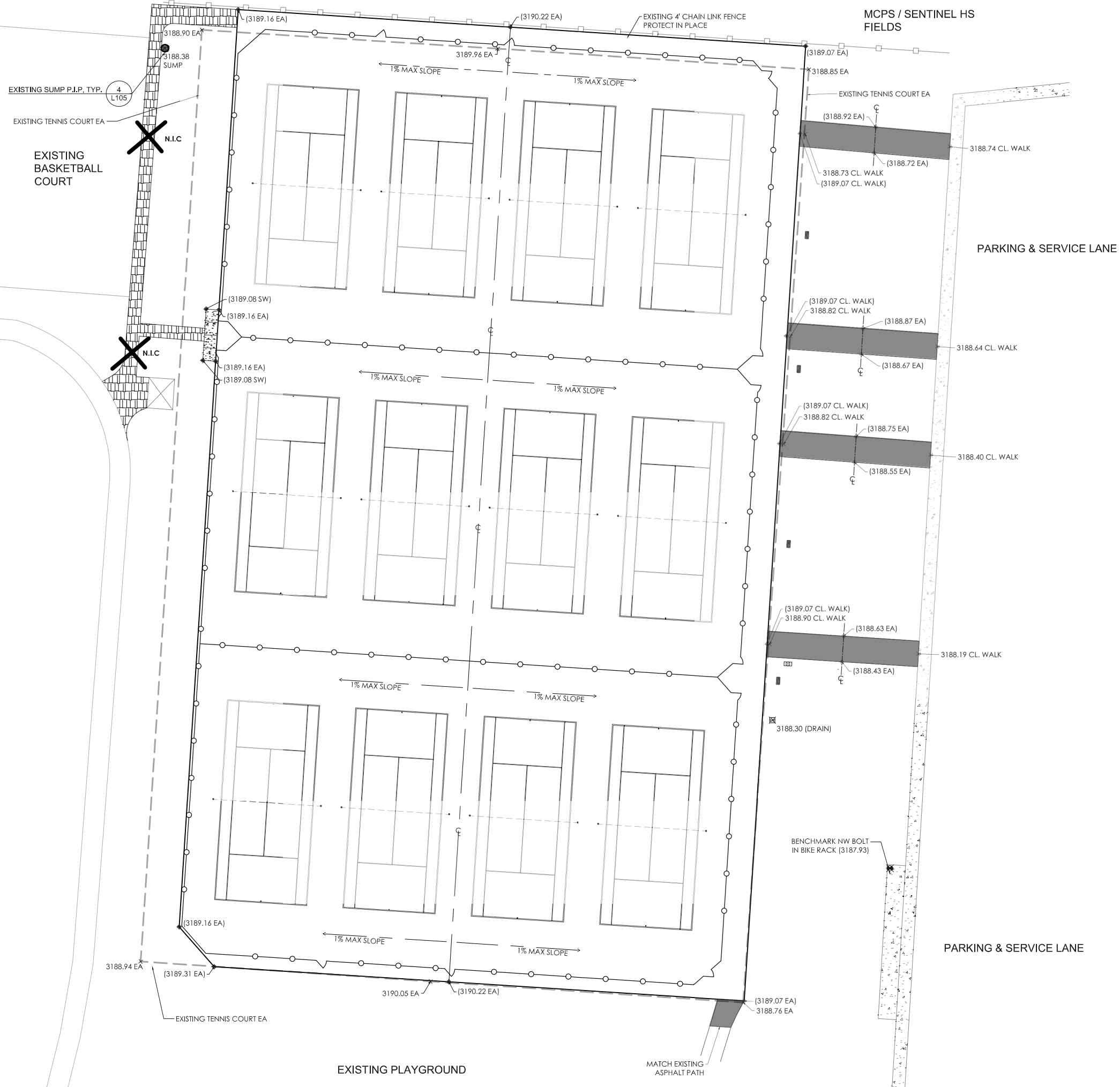
PLAYFAIR PARK

CITY OF MISSOULA, MONTANA



DATE:	4/26/22
DRAWN BY:	GLS
CHECKED BY:	EW
PROJECT NUMBER:	PKR-2022-VAR
SHEET NAME:	

GRADING PLAN
SHEET NUMBER:
L102



- NOTES:
- EXCAVATE TO A DEPTH OF 4 INCH MIN. OR TO BOTTOM OF BASE COURSE WHEN OUTSIDE OF EXISTING TENNIS COURT/BASE COURSE.
 - PRESERVE AS MUCH BASE MATERIAL IN PLACE AS POSSIBLE TO BE REUSED AS BASE COURSE.

ABBREVIATIONS:

CL - CENTER LINE
EA - EDGE OF ASPHALT
PIP - PROTECT IN PLACE
SW - SIDEWALK

LEGEND

- EXISTING TENNIS COURT EDGE OF ASPHALT (EA)
- PROPOSED SPOT GRADE - (3189.07 EA)
- EXISTING SPOT GRADE
- BENCHMARK:
NORTHING - 977910.680 (INTERNATIONAL FOOT)
EASTING - 841575.801 (INTERNATIONAL FOOT)

Coordinate System:
Zone: Montana 2500
Datum: NAD 1983 (Conus)
Global reference datum:
NAD83(2011)
Global reference epoch: 2010
Geoid: GEOID18 (Conus)
Vertical datum: NAVD88

Project latitude: N46 51'02.35187"
Project longitude: W114 01'25.11233"
Project height: 3131.721

Ground scale factor: 1
False northing offset: 0.000
False easting offset: 0.000



NOTE:
1) CONFIRM LAYOUT WITH LANDSCAPE ARCHITECT OR PROJECT OWNER PRIOR TO PAVING
2) CONFIRM LAYOUT OF TRAIL WITH LANDSCAPE ARCHITECT OR PROJECT MANAGER

BENCHMARK:
NORTHING - 977910.680 (INTERNATIONAL FOOT)
EASTING - 841575.801 (INTERNATIONAL FOOT)

EXISTING TENNIS COURT EDGE OF ASPHALT (EA)

Point List (Hardscape) – Playfair Park

Spot Grade	Northing (International foot)	Easting (International foot)	Elevation (International foot)	Feature Code
SPORT COURT/ EA				
PLA 01	978244.575	841322.481	3189.16	SPORT COURT EA
PLA 02	978237.760	841428.262	3190.22	SPORT COURT EA CL
PLA 03	978230.366	841543.027	3189.07	SPORT COURT EA
PLA 04	978196.453	841540.786	3189.07	CENTER LINE OF WALK
PLA 05	978117.745	841535.496	3189.07	CENTER LINE OF WALK
PLA 06	978075.859	841532.849	3189.07	CENTER LINE OF WALK
PLA 07	977997.945	841528.053	3189.07	CENTER LINE OF WALK
PLA 08	977859.136	841519.109	3189.07	SPORT COURT EA
PLA 09	977866.530	841404.344	3190.22	SPORT COURT EA CL
PLA 10	977872.407	841313.119	3189.31	SPORT COURT EA
PLA 11	977887.901	841299.501	3189.16	SPORT COURT EA
PLA 12	977997.880	841306.587	3189.16	SPORT COURT EA
PLA 13	978107.859	841313.673	3189.16	SPORT COURT EA @ SW
PLA 14	978108.180	841308.683	3189.08	SW CORNER
PLA 15	978128.139	841309.969	3189.08	SW CORNER
PLA 16	978127.818	841314.959	3189.16	SPORT COURT EA@ SW
PLA 17	978186.193	841318.720	3189.16	SPORT COURT EA

Coordinate System:
Zone: Montana 2500
Datum: NAD 1983 (Conus)
Global reference datum:
NAD83(2011)
Global reference epoch: 2010
Geoid: GEOID18 (Conus)
Vertical datum: NAVD88

Project latitude: N46 51'02.35187"
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Project height: 3131.721

Ground scale factor: 1
False northing offset: 0.000
False easting offset: 0.000

1
L103

HARDSCAPE LAYOUT
Scale 1" = 20'-0"





MCPS / SENTINEL HS
FIELDS

- NOTES:
- 1) CONFIRM LAYOUT WITH LANDSCAPE ARCHITECT OR PROJECT MANAGER PRIOR TO PAVING.
 - 2) FENCE IS TO BE A MINIMUM OF 1 FOOT OFFSET FROM EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
 - 3) ALL GATE OPENINGS BETWEEN POSTS SHALL HAVE A CLEAR OPENING OF 4.'

BENCHMARK:
NORTHING - 977910.680 (INTERNATIONAL FOOT)
EASTING - 841575.801 (INTERNATIONAL FOOT)

EXISTING TENNIS COURT EDGE OF ASPHALT (EA)

Coordinate System:
Zone: Montana 2500
Datum: NAD 1983 (Conus)
Global reference datum:
NAD83(2011)
Global reference epoch: 2010
Geoid: GEOID18 (Conus)
Vertical datum: NAVD88

Project latitude: N46 51'02.35187"
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Ground scale factor: 1
False northing offset: 0.000
False easting offset: 0.000

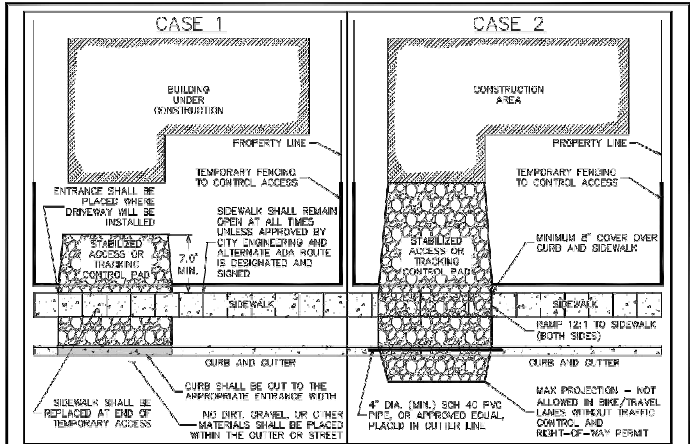
Point List (Fencing) – Playfair Park

Spot Grade	Northing (International foot)	Easting (International foot)	Elevation (International foot)	Feature Code
FENCING				
FEN 01	978227.546	841322.386		TERMINAL POST
FEN 02	978236.883	841333.009		TERMINAL POST
FEN 03	978224.666	841522.619		TERMINAL POST
FEN 04	978214.044	841531.955		TERMINAL POST
FEN 05	978112.754	841525.429		TERMINAL POST
FEN 06	978104.816	841516.430		TERMINAL POST
FEN 07	978095.789	841524.336		TERMINAL POST
FEN 08	977993.002	841517.714		TERMINAL POST
FEN 09	977985.064	841508.714		TERMINAL POST
FEN 10	977976.037	841516.621		TERMINAL POST
FEN 11	977874.747	841510.094		TERMINAL POST
FEN 12	977865.411	841499.472		TERMINAL POST
FEN 13	977877.628	841309.862		TERMINAL POST
FEN 14	977888.250	841300.526		TERMINAL POST
FEN 15	977998.022	841307.598		TERMINAL POST
FEN 16	978109.291	841314.767		TERMINAL POST
FEN 17	978117.229	841323.766		TERMINAL POST
FEN 18	978126.257	841315.860		TERMINAL POST

Point List (Tennis Posts) – Playfair Park

Spot Grade	Northing (International foot)	Easting (International foot)	Elevation (International foot)	Feature Code
TENNIS POSTS				
TEN 01	978164.724	841519.752		TENNIS POST
TEN 02	978167.427	841477.840		TENNIS POST
TEN 03	978167.938	841469.856		TENNIS POST
TEN 04	978170.642	841427.946		TENNIS POST
TEN 05	978171.153	841419.959		TENNIS POST
TEN 06	978173.857	841378.049		TENNIS POST
TEN 07	978174.368	841370.063		TENNIS POST
TEN 08	978177.072	841328.150		TENNIS POST
TEN 09	978044.972	841512.037		TENNIS POST
TEN 10	978047.675	841470.127		TENNIS POST
TEN 11	978048.187	841462.140		TENNIS POST
TEN 12	978050.890	841420.227		TENNIS POST
TEN 13	978051.401	841412.244		TENNIS POST
TEN 14	978054.105	841370.334		TENNIS POST
TEN 15	978054.616	841362.347		TENNIS POST
TEN 16	978057.320	841320.437		TENNIS POST
TEN 17	977925.220	841504.321		TENNIS POST
TEN 18	977927.924	841462.411		TENNIS POST
TEN 19	977928.435	841454.425		TENNIS POST
TEN 20	977931.139	841412.512		TENNIS POST
TEN 21	977931.650	841404.528		TENNIS POST
TEN 22	977934.353	841362.615		TENNIS POST
TEN 23	977934.865	841354.632		TENNIS POST
TEN 24	977937.568	841312.719		TENNIS POST

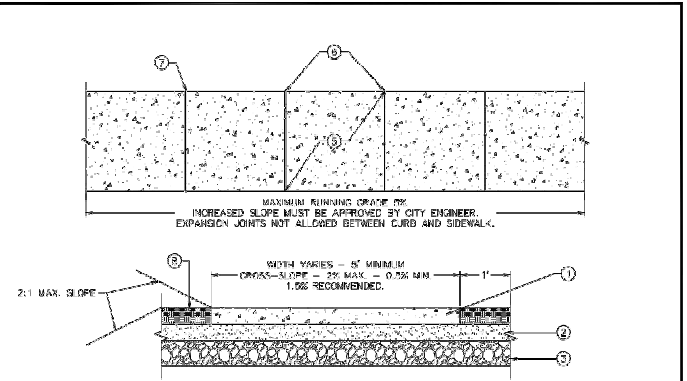




- CASE 1 NOTES:**
1. APPLIES TO SINGLE-FAMILY RESIDENCES, COMMERCIAL AND LARGER RESIDENTIAL DEVELOPMENTS CONSISTING OF 25 OR MORE PARKING SPACES SHALL USE 500-400.
 2. TEMPORARY ACCESS SHALL BE LOCATED WHERE DRIVEWAY WILL BE PERMANENTLY INSTALLED. FOR PROJECTS WHERE THE DRIVEWAY DOES NOT ACCESS THE STREET, ALTERNATIVE MEANS OF ACCESSING THE SITE CAN BE PROVIDED AND SHALL PROTECT THE CURB AND SIDEWALK WITHOUT GRAVEL OR RIRT MATERIAL IN THE CURB LINE OR STREET.
 3. FOR CURBSIDE SIDEWALK THE SIDEWALK SHALL BE REMOVED AND STABILIZED ACCESS SHALL BE COMPLETED GRVEL AND SHALL BE PLACED A MINIMUM OF 7 FEET BEYOND THE CURB.
- CASE 2 NOTES:**
1. APPLIES TO LOTS WITHOUT EXISTING OR PROPOSED ACCESS(ES) AND LOTS WITH EXISTING ACCESS THAT IS DEEMED UNSAFE DUE TO THE PROXIMITY OF CONSTRUCTION.
 2. REQUIRES CITY ENGINEERING APPROVAL AND SHALL NOT CLOSE SIDEWALK FOR A DURATION LONGER THAN THAT IS APPROVED.
 3. STABILIZED ACCESS ADJACENT PROJECTING INTO THE DRIVEWAY SHALL BE MARKED WITH STANDARD TRAFFIC CANDLES OR OTHER APPROVED DEVICES.
 4. PROVIDE BUMP TO KEEP GUTTER AND ROADWAY FREE OF APPROPRIATE AND DEBRIS OUTSIDE OF ACCESS FOOTPRINT.

December 2021	Missoula Engineering Division	Temporary Access to Construction Sites	Approved By City Engineer Kevin J. Sloverp	Adopted: 11/18/2020 Revised: 5/5/2021	STD - 653
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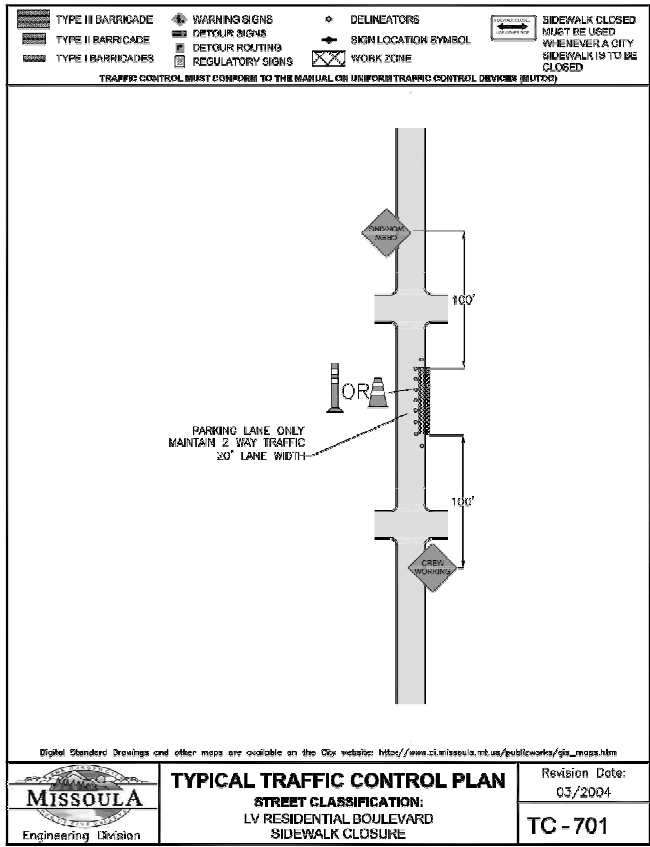
1 L105 TEMPORARY ACCESS NTS



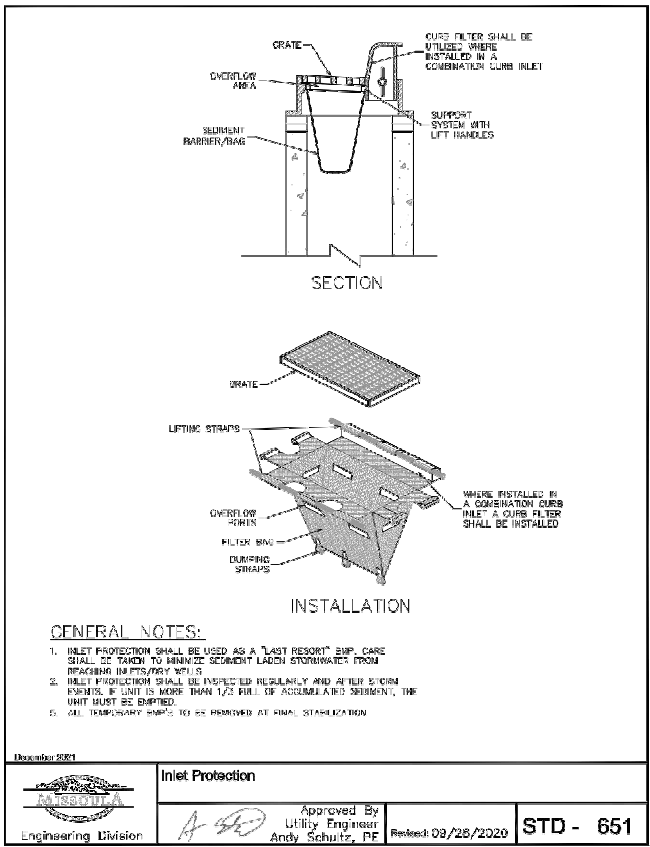
- KEYED NOTES:**
1. MINIMUM OF FOUR (4") INCHES OF CONCRETE SIDEWALK (TYPICAL), MINIMUM SIX (6") INCHES CONCRETE SIDEWALK THROUGH RESIDENTIAL DRIVEWAY OR MINIMUM EIGHT (8") INCHES CONCRETE SIDEWALK THROUGH COMMERCIAL DRIVEWAY OR ON CURB RAMP'S PER STD 603.
 2. MINIMUM OF FOUR (4") INCHES OF BASE SHALL BE COMPACTED TO 90% PROCTOR DENSITY.
 3. MINIMUM OF SIX (6") INCHES OF SUB GRADE SHALL BE COMPACTED TO 90% PROCTOR DENSITY.
 4. CITY ENGINEER MAY REQUIRE ADDITIONAL BASE, DEPENDING ON SUB GRADE MATERIAL.
 5. CONCRETE JOINTS SHALL FORM AS NEAR A SQUARE PANEL AS POSSIBLE, NO SINGLE PANEL SHALL EXCEED TEN (10') FEET IN ANY ONE DIRECTION. JOINTS REQUIRED IF SIDEWALK WIDTH EXCEEDS TEN (10') FEET.
 6. CONCRETE JOINTS SHALL BE ONE-FOURTH (1/4") THE CONCRETE THICKNESS OR A MINIMUM OF ONE (1") INCH DEEP.
 7. EXPANSION JOINTS OF ONE-HALF (1/2") NOM THICK MASTIC MATERIAL SHALL BE PLACED AT THE FOLLOWING LOCATIONS:
 - 7.1. EVERY FIFTY (50') FEET OF UNINTERRUPTED SIDEWALK.
 - 7.2. P.C.S. AND P.T.S. OF CURVES.
 - 7.3. GRADE BREAKS.
 - 7.4. RESIDENTIAL DRIVEWAYS SIX (6") NOM DEEP MASTIC SHALL BE INSTALLED AT THE TOP OF THE TRANSITION ON BOTH SIDES AND SHALL BE PINNED IN PLACE BEFORE POURING.
 - 7.5. COMMERCIAL DRIVEWAYS EIGHT (8") INCH DEEP MASTIC SHALL BE INSTALLED AT THE TOP OF THE TRANSITION ON BOTH SIDES AND SHALL BE PINNED IN PLACE BEFORE POURING.
 - 7.6. AT OTHER LOCATIONS AS SPECIFIED BY CITY ENGINEERING DIVISION.
 - 7.7. ALL EXPANSION JOINTS SHALL BE PLACED FLUSH OR JUST BELOW TOP FINISHED SURFACE OF SIDEWALK.
 - 7.8. ALL EXPANSION JOINTS SHALL BE FULL DEPTH, FULL WIDTH AND SECURED IN PLACE BEFORE THE FORMS WILL BE APPROVED.
 8. FINISHED SURFACE - 12" MINIMUM SHOULDER UNLESS OTHERWISE APPROVED BY CITY ENGINEER.
 9. FINISHED SIDEWALK SURFACE SHALL HAVE MEDIUM-TO-HAVY BROOM TEXTURE.
 10. NO SIDEWALK SHALL BE POURED WITHOUT AN INSPECTION AND APPROVAL OF FORM PLACEMENT BY CITY ENGINEERING DIVISION.
 11. CONSTRUCTION MATERIALS AND PROCEDURES SHALL COMPLY TO EXISTING CITY STANDARD SPECIFICATIONS FOR 6-4000 CEMENT CONCRETE AND MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS SECTIONS 2222S AND 2232S.
 12. CITY OF MISSOULA REQUIRES 254 LBS OF PORTLAND CEMENT PER CY OF CONCRETE.

December 2021	Missoula Engineering Division	Typical Sidewalk Section	Approved By City Engineer Kevin J. Sloverp	Adopted: 02/28/1998 Revised: 09/01/2021	STD - 752
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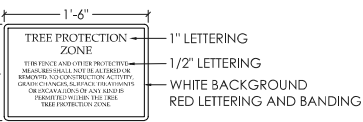
2 L105 CONCRETE SIDEWALK NTS



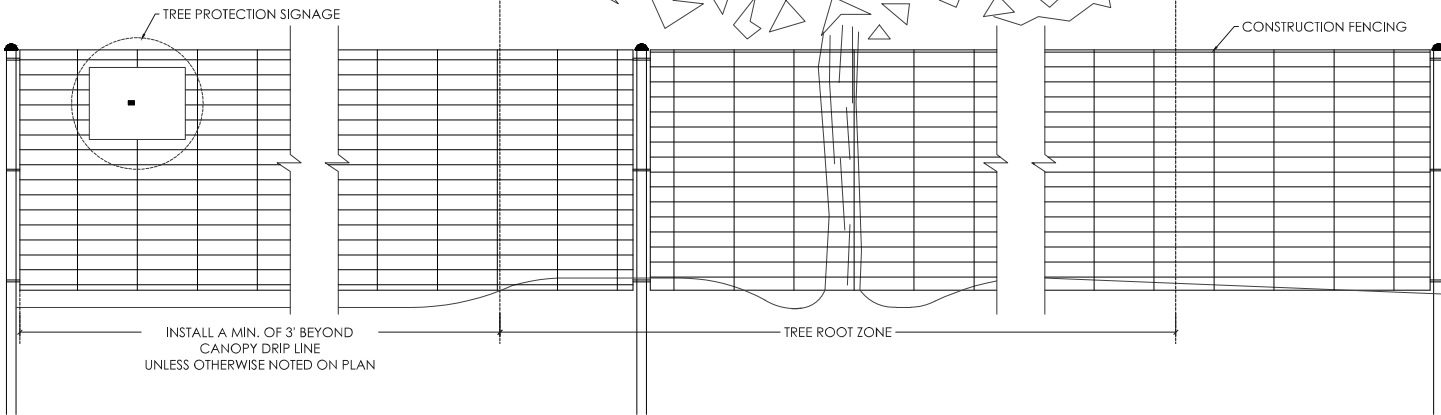
3 L105 SIDEWALK CLOSURE NTS



4 L105 INLET PROTECTION NTS

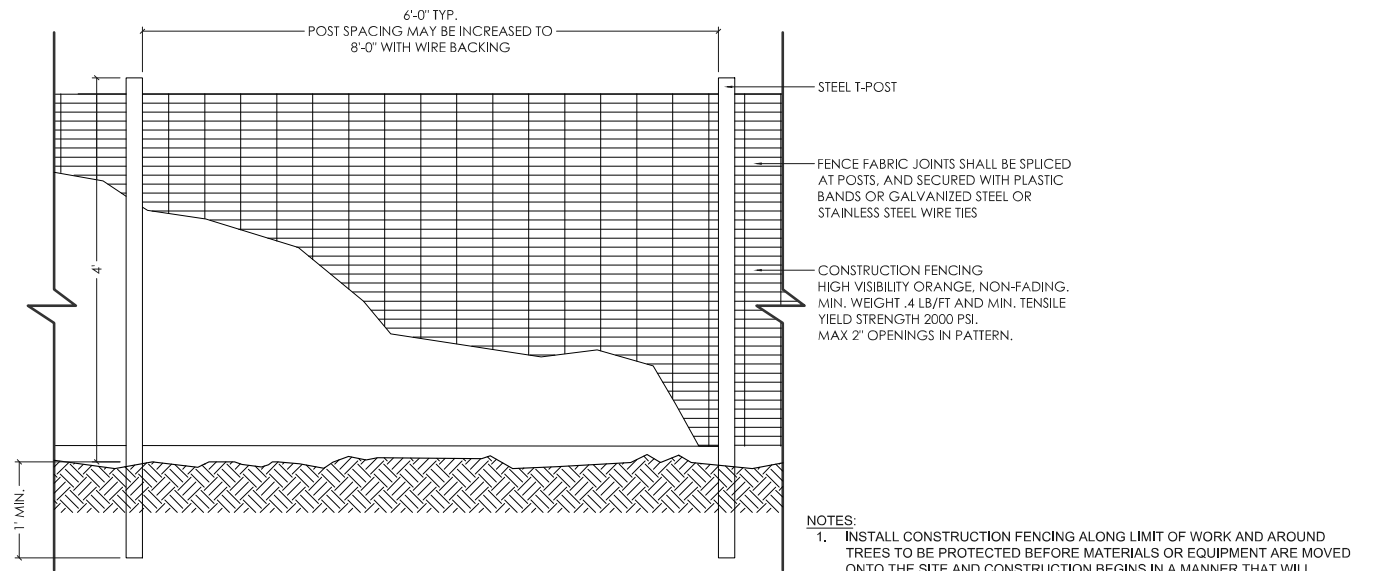


- NOTES:**
1. INSTALL TREE PROTECTION ZONE SIGNAGE IN VISIBLY PROMINENT LOCATIONS IN A MANNER APPROVED BY LANDSCAPE ARCHITECT OR OWNER. INSTALL ONE SIGN SPACED APPROXIMATELY EVERY 35 FEET ON TREE PROTECTION FENCING, BUT NO FEWER THAN FOUR SIGNS WITH EACH FACING A DIFFERENT DIRECTION.



5 L105 TREE PROTECTION NTS

- NOTES:**
1. PROTECT TREES AS NEEDED OR REQUIRED THAT DOES NOT LIMIT ACCESS TO SITE WORK.



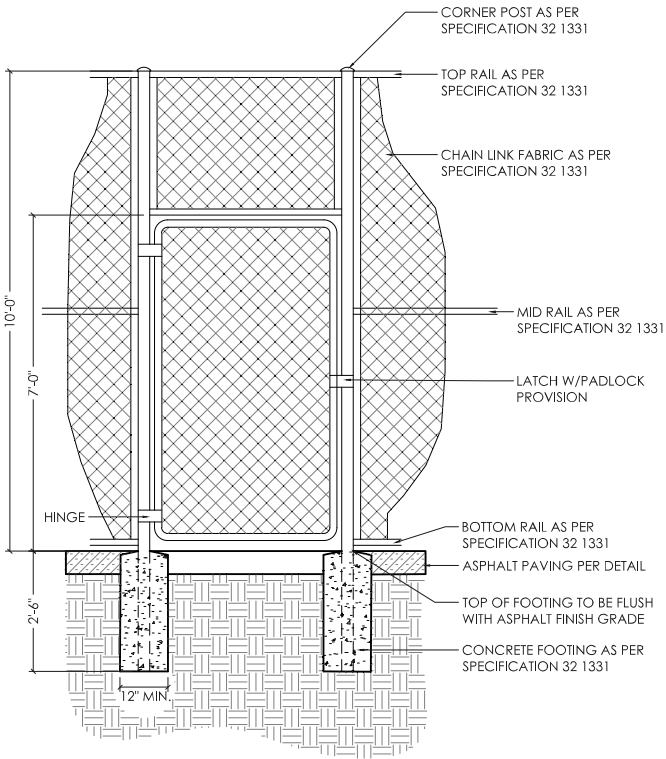
6 L105 CONSTRUCTION FENCE Scale 1" = 1'-0"

- NOTES:**
1. INSTALL CONSTRUCTION FENCING ALONG LIMIT OF WORK AND AROUND TREES TO BE PROTECTED BEFORE MATERIALS OR EQUIPMENT ARE MOVED ONTO THE SITE AND CONSTRUCTION BEGINS IN A MANNER THAT WILL PREVENT PEOPLE AND ANIMALS FROM EASILY ENTERING AREAS EXCEPT BY ENTRANCE GATES.
 2. WHERE FENCING IS LOCATED ADJACENT TO PEDESTRIAN WALKWAYS OR IN CLOSE PROXIMITY TO STREET INTERSECTIONS, DRIVEWAYS OR OTHER VEHICULAR CIRCULATION, CONSTRUCT FENCING SO AS NOT TO OBSTRUCT SAFE PASSAGE OR VISIBILITY AT VEHICLE INTERSECTIONS.
 3. MAINTAIN FENCING AND TREE PROTECTION ZONES FREE OF WEED AND TRASH.
 4. MAINTAIN FENCING AND SIGNAGE IN GOOD CONDITION AS ACCEPTABLE TO LANDSCAPE ARCHITECT OR OWNER AND REMOVE WHEN CONSTRUCTION OPERATIONS ARE COMPLETE AND ALL EQUIPMENT HAS BEEN REMOVED FROM THE SITE.
 5. FENCING SHALL BE OF A FREE STANDING TYPE WITHIN PAVED AREAS. NO DAMAGE TO EXISTING PAVEMENT WILL BE ALLOWED FOR SECURING FENCE.

ISSUE RECORD / REVISION:	
PURPOSE	DATE:
65 PERCENT	02/24/22
95 PERCENT	04/19/22
95 PERCENT	04/27/22
100% CON.	07/21/22



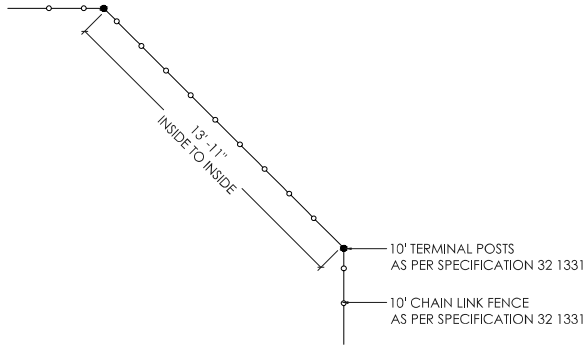
DATE:	4/26/22
DRAWN BY:	GLS
CHECKED BY:	EW
PROJECT NUMBER:	PKR - 2022-VAR
SHEET NAME:	SITE DETAILS
SHEET NUMBER:	L105



1
L106
TENNIS ENCLOSURE GATE
Scale 1/2" = 1'-0"

NOTES:

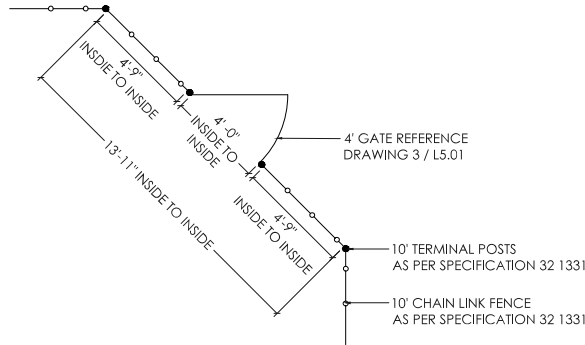
1. REFER TO DIMENSIONED COURT AND FENCE PLAN FOR OVERALL DIMENSIONS.



2
L106
CUT CORNER
Scale 1/4" = 1'-0"

NOTES:

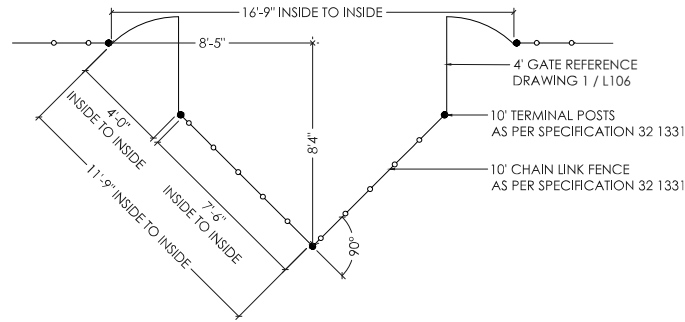
1. REFER TO DIMENSIONED COURT AND FENCE PLAN FOR OVERALL DIMENSIONS.



3
L106
CUT CORNER W/ CENTERED GATE
Scale 1/4" = 1'-0"

NOTES:

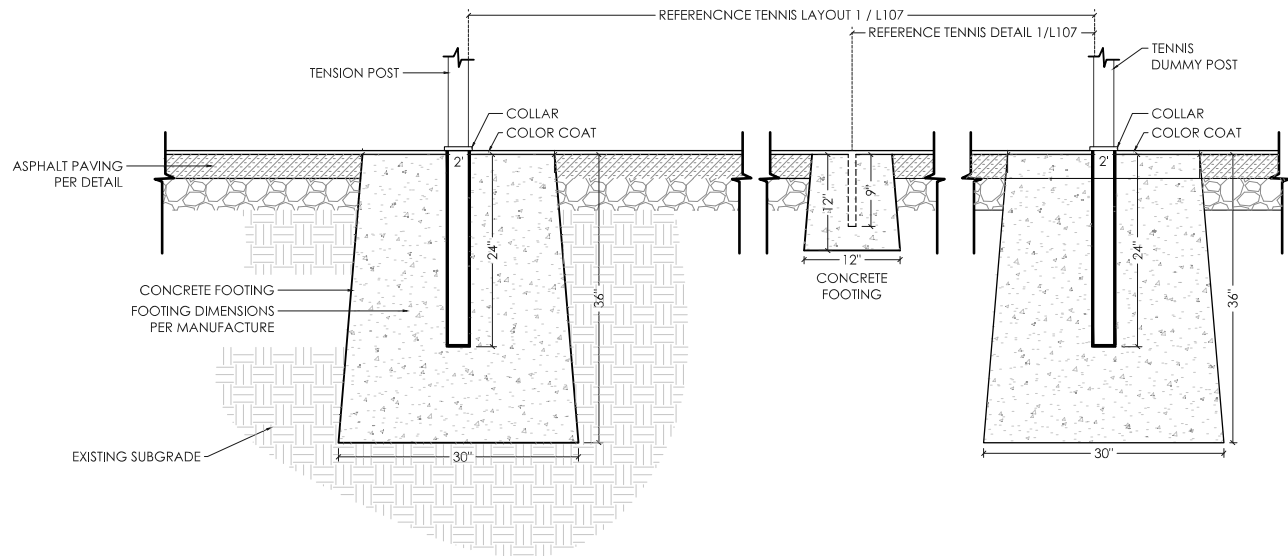
1. REFER TO DIMENSIONED COURT AND FENCE PLAN FOR OVERALL DIMENSIONS.



4
L106
CUT CORNER WITH END GATES
Scale 1/4" = 1'-0"

NOTES:

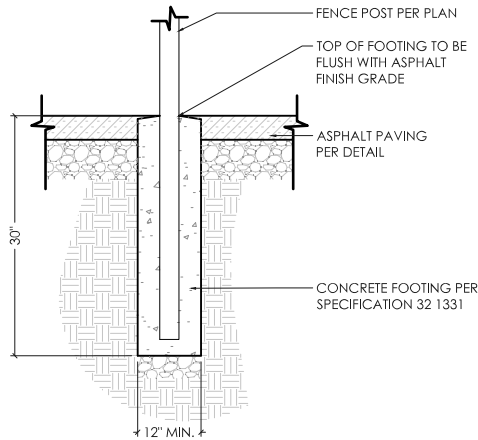
1. REFER TO DIMENSIONED COURT AND FENCE PLAN FOR OVERALL DIMENSIONS.



5
L106
TENNIS POSTS
Scale 1" = 1'-0"

NOTES:

1. OWNER PROVIDED, CONTRACTOR INSTALLED
2. CORE FOR FOOTINGS POST PAVING OF COURT
3. TOP OF FOOTINGS TO BE FLUSH WITH FINISH GRADE



6
L106
FENCE IN FLATWORK
Scale 1" = 1'-0"

NOTES:

1. CORE FOR FOOTINGS POST PAVING OF COURT
2. TOP OF FOOTINGS TO BE FLUSH WITH FINISH GRADE

ISSUE RECORD / REVISION:	
PURPOSE	DATE:
65 PERCENT	02/24/22
95 PERCENT	04/19/22
95 PERCENT	04/27/22
100% CON.	07/21/22



DATE: 4/26/22
DRAWN BY: GLS
CHECKED BY: EW

PROJECT NUMBER: PKR - 2022- VAR

SHEET NAME:

SITE DETAILS

SHEET NUMBER:

L106

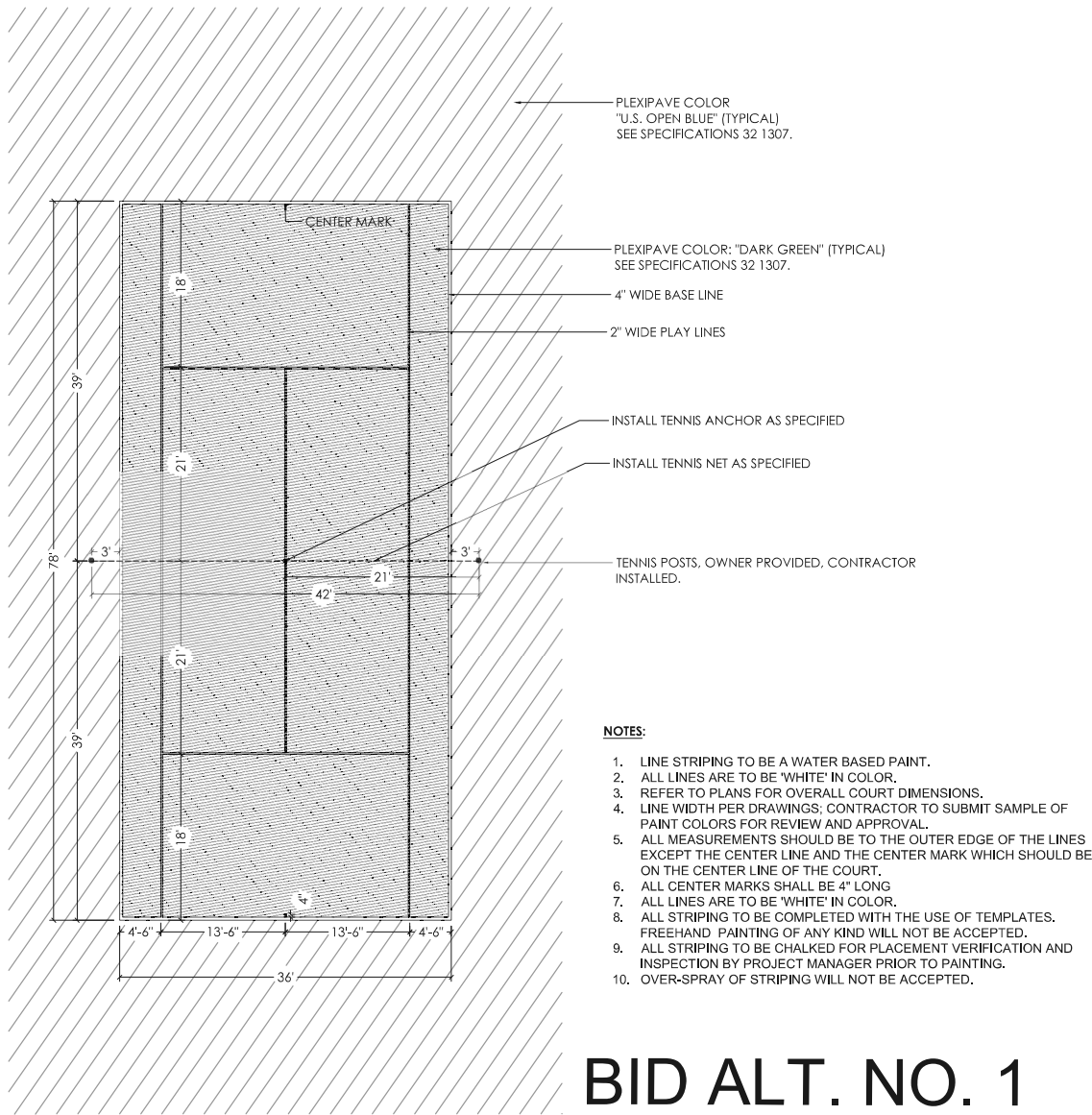
ISSUE RECORD / REVISION:	
PURPOSE	DATE:
65 PERCENT	02/24/22
95 PERCENT	04/19/22
95 PERCENT	04/27/22
100% CON.	07/21/22



DATE:	4/26/22
DRAWN BY:	GLS
CHECKED BY:	EW
PROJECT NUMBER:	PKR - 2022- VAR
SHEET NAME:	

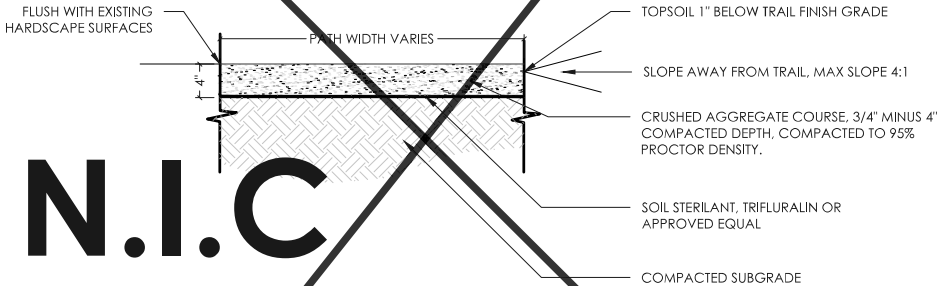
SITE DETAILS

SHEET NUMBER:
L107



BID ALT. NO. 1

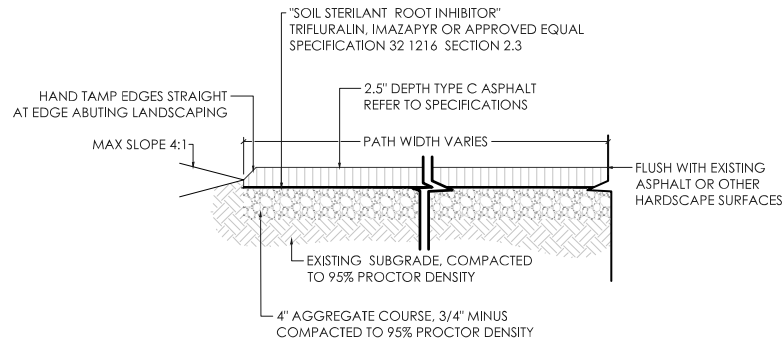
1
L107
TENNIS COURT COLOR COAT
Scale 1" = 10'-0"



4
L107
AGGREGATE TRAIL
NTS

NOTES:

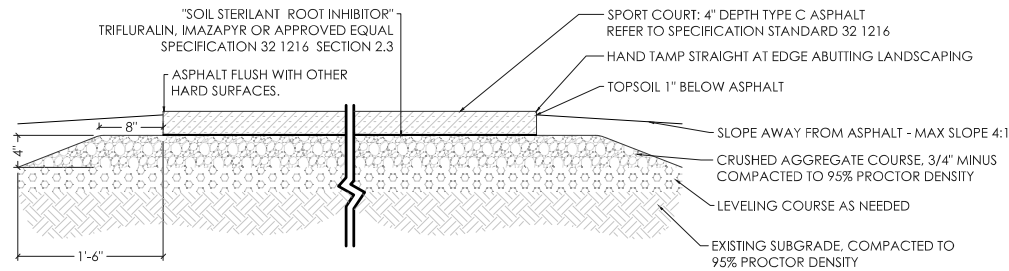
1. "SOIL STERILANT ROOT INHIBITOR" SHALL BE APPLIED ON THE PREPARED SUBGRADE A MAXIMUM OF 2 HOURS PRIOR TO FINISH COURSE.
2. REMOVE TOPSOIL AND TURF TO SUITABLE SOILS FOR COMPACTED SUBGRADE
3. REFER TO PART 5, SECTION 2 OF THE MISSOULA PARKS AND RECREATION DESIGN MANUAL FOR GRAVEL TRAIL NOTES AND AGGREGATE GRADATION.



2
L107
ASPHALT PATH
Scale 1" = 1'-0"

NOTE:

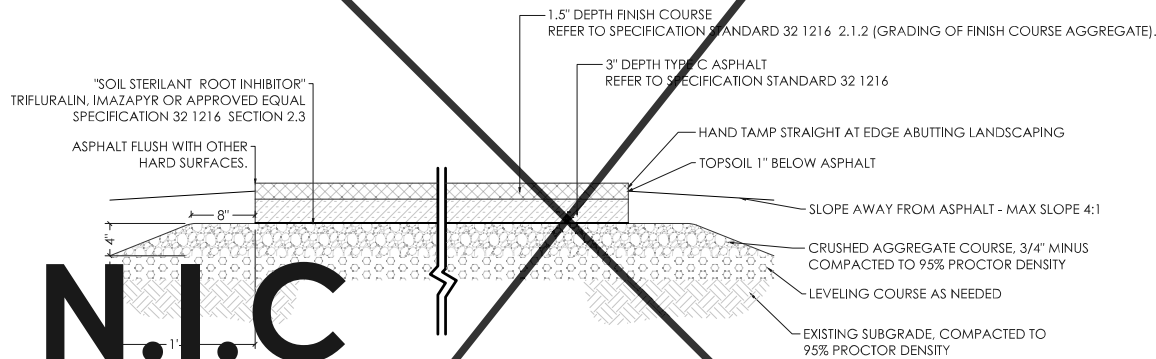
1. "SOIL STERILANT ROOT INHIBITOR" SHALL BE APPLIED ON THE PREPARED SUBGRADE A MAXIMUM OF 2 HOURS PRIOR TO PAVING



3
L107
TENNIS COURT ASPHALT
Scale 1" = 1'-0"

NOTE:

1. "SOIL STERILANT ROOT INHIBITOR" SHALL BE APPLIED ON THE PREPARED SUBGRADE A MAXIMUM OF 2 HOURS PRIOR TO PAVING



5
L107
TENNIS COURT ASPHALT
Scale 1" = 1'-0"

NOTE:

1. "SOIL STERILANT ROOT INHIBITOR" SHALL BE APPLIED ON THE PREPARED SUBGRADE A MAXIMUM OF 2 HOURS PRIOR TO PAVING

BID ALT. NO. 2