



Town of Stevensville

Park Avenue Sewer Main Extension

Construction Documents Project Manual

Issue for Bid

September 2021

HDR Project No. 10256142



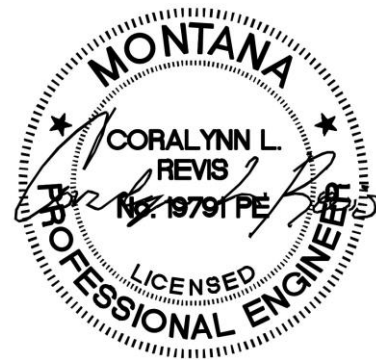
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CONTRACT MANUAL
CITY OF STEVENSVILLE
PARK AVENUE SEWER MAIN EXTENTION

I hereby certify that the project Plans and Specifications in the Contract Documents were prepared by me or under my direct supervision and that I am a duly registered Engineer under the laws of the State of Montana.



Coralynn Revis, P.E.



September 2021

HDR ENGINEERING, INC.
700 SW Higgins Ave. Suite 200
MISSOULA, MT 59803
(406) 532-2200 Phone
(406) 532-2241 Fax

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DIVISION 00

**PROCUREMENT AND CONTRACTING
REQUIREMENTS**



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SECTION 00100
INVITATION TO BID

Separate sealed bids for the construction of Park Avenue Sewer Main Extension will be received by the Town of Stevensville at 206 Buck Street, Stevensville, Montana 59870 until 5:00 p.m. local time on September 30, 2021, and then publicly opened and read aloud in the Town of Stevensville Town Hall Conference Room promptly at 6:30 pm in the presence of the Town Council.

The project consists of the construction of approximately 1,290 linear feet of 8-inch PVC sanitary sewer, approximately 60 linear feet of 4-inch PVC sanitary sewer laterals, associated manhole structures, a single water main tap and service, associated clearing, grubbing, and erosion control, and pavement restoration to the limits shown on the plans.

Complete digital project bidding documents are available online and may be downloaded at <https://www.townofstevensville.com/rfps>. The plans and specifications may be examined through this site for no charge.

CONTRACTOR and any of the CONTRACTOR'S subcontractors bidding or doing work on this project will be required to be registered with the Montana Department of Labor and Industry (DLI). Forms for registration are available from the Department of Labor and Industry, P.O. Box 8011, 1805 Prospect, 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 Montana Prevailing Wage Rates for Heavy Construction. The CONTRACTOR must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

Each bid or proposal must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to the "Town of Stevensville, MT", in an amount not less than ten percent (10%) of the total amount of the bid. Successful BIDDER shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount. Insurance as required shall be provided by the successful BIDDER and a certificate(s) of that insurance shall be provided.

No bid may be withdrawn after the scheduled time for the receiving of bids, , which is 5:00 p.m. local time, September 30, 2021.

For further information concerning this project, please contact Mayor Brandon Dewey by telephone at (406) 777-5271 or by email at info@townofstevensville.com or Coralynn Revis with HDR Engineering by telephone at (406) 532-2219 or by email at Coralynn.Revis@hdrinc.com.

The right is reserved to reject any or all proposals received, to waive informalities, to postpone the award of the contract for a period of not to exceed sixty (60) days, and to accept the lowest responsive and responsible bid which is in the best interest of the OWNER.

The CONTRACTOR is required to be an Equal Opportunity Employer.

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SECTION 00200
INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 ARTICLE 1- DEFINED TERMS

- A. 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:
1. Defines how work items are measured and paid for on Unit Price Contracts. These items include unit price, lump sum price, and allowance payment items.
 2. Bidder” - The individual or entity who submits a Bid directly to OWNER
 3. Issuing Office” - The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
 4. “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.

1.2 ARTICLE 2- COPIES OF BIDDING DOCUMENTS

- A. Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Invitation to Bid may be obtained from the Issuing Office. The deposit will not be refunded.
- B. Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- C. OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

1.3 ARTICLE 3- QUALIFICATION OF BIDDERS

- A. To demonstrate Bidder’s qualifications to perform the Work, within five (5) days of OWNER’S request, Bidder shall submit written evidence, such as financial data, previous experience in performing comparable work, present commitments and other such data as may be called for in the Special Provisions.
- B. In determining the lowest responsible bid, the following elements will be considered: whether the BIDDER involved (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the work properly and expeditiously; (c) has a suitable financial status to meet obligations incident to the work; and (d) has appropriate technical experience.
- C. Each BIDDER may be required to show that former work performed by him has been handled in such a manner that there are no just or proper claims pending against such work. No BIDDER will be acceptable if he is engaged on any other work which impairs his ability to finance his contract. The BIDDER shall demonstrate his ability by meeting all requirements herein stipulated, if asked for them.
- D. Bidder is advised to carefully review those portions of the Bid Form requiring Bidder’s representations and certifications.

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

- A. Subsurface and Physical Conditions
1. The Special Provisions identify:

- a. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Bidding Documents.
 - b. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Bidding Documents.
- B. Copies of reports and drawings referenced in paragraph 4.02.A will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in paragraph 4.02 of the General Conditions has been identified and established in paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- C. Underground Facilities
 - 1. 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 OWNER and ENGINEER by owners of such Underground Facilities, including OWNER, or others. OWNER and ENGINEER do not assume responsibility for the accuracy or completeness thereof unless expressly provided otherwise elsewhere.
- D. Hazardous Environmental Condition
 - 1. The Special Provisions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that ENGINEER has used in preparing the Bidding Documents.
 - 2. Copies of reports and drawings referenced in paragraph 4.03.A will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in the Special Provisions has been identified and established in paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- E. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 4.06 of the General Conditions.
- F. Upon request, OWNER will provide Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill and compact all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.
 - 1. Reference is made to the Special Provisions for the identification of the general nature of other work that is to be performed at the Site by OWNER or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, OWNER will provide to each bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such work.
 - 2. Paragraph 6.13.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Special Provisions.

- G. It is the responsibility of each Bidder before submitting a Bid to:
1. Examine and carefully study the Bidding Documents including any Addenda and the other related data identified in the Bidding Documents;
 2. Visit the site and become familiar with and satisfy 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,
 3. 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;
 4. Carefully study all 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 carefully study all reports and drawings of a Hazardous Environmental Condition, if any, at the Site which have been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions;
 5. Obtain and carefully study (or assume responsibility for doing 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, and safety precautions and programs incident thereto;
 6. Agree at the time of submitting its bid that no further examinations, investigations, exploration, tests, studies or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
 7. Become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicted in the Bidding Documents;
 8. Correlate the information know 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.
 - a. Promptly give ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to the Bidders; and
 - b. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- H. 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 ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in Bidding Documents and the written resolutions thereof by ENGINEER are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

1.5 ARTICLE 5 – PRE-BID CONFERENCE

- A. A non-mandatory Pre-Bid Conference will be held at the time and place listed in the Invitation To Bid. Representatives of OWNER and ENGINEER will be present to discuss the project. Bidders are encouraged to attend and participate in the conference. ENGINEER will transmit to all prospective bidders of record such Addenda as ENGINEER considers necessary in response

to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

1.6 ARTICLE 6 – SITE AND OTHER AREAS

- A. 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 CONTRACTOR. Easement for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Bidding Documents.

1.7 ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- A. All questions about the meaning or intent of the Bidding Documents are to be submitted to ENGINEER in writing. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids 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.
- B. Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.
- C. 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. Any Bid in which all issued addenda are not acknowledged will be considered incomplete and will not be read.

1.8 ARTICLE 8 – BID SECURITY

- A. A Bid must be accompanied by Bid Security made payable to OWNER in an amount of ten percent (10%) of Bidder's maximum Bid price 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.
- B. 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, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of (7) seven days after the Effective Date of the Agreement or (61) sixty-one days after the Bid opening, whereupon Bid Security furnished by such Bidders will be returned.
- C. Bid security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after Bid opening.

1.9 ARTICLE 9 – CONTRACT TIMES

- A. 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 Agreement.

1.10 ARTICLE 10 – LIQUIDATED DAMAGES

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

1.11 ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- A. 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 CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Paragraphs 6.05 of the General Conditions and may be supplemented in the General Requirements or Special Provisions.

1.12 ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- A. If the Special Provisions require or the OWNER would request the identity of certain Subcontractors, Suppliers, individuals or entities to be submitted to 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 will within five (5) days after Bid opening submit to 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 OWNER. If OWNER or ENGINEER after due investigation has reasonable objection to any proposed Subcontractor, Supplier, individual or entity OWNER may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.
- B. 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 OWNER and ENGINEER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.
- C. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection.

1.13 ARTICLE 13 – PREPARATION OF BID

- A. The Bid Form is included with the Bidding Documents; additional copies may be obtained from the ENGINEER. 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.
- B. All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each Bid item listed therein, or the words “No Bid”, “No Change”, or “Not Applicable” entered.
- C. 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 evidence of authority to sign.

- D. 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.
- E. 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.
- F. A Bid by an individual shall show the Bidder's name and official address.
- G. 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. 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.
- H. 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 and will not be read.
- I. The address and telephone number for communications regarding the Bid must be shown.
- J. Current Montana Contractor's registration number, if any, must be shown.

1.14 ARTICLE 14 – BASIS OF BID; EVALUATION OF BIDS

- A. Bids.
 - 1. Bidders shall submit a Bid on a unit price and/or lump sum basis for each item of Work listed in the Bid schedule as provided in the Bid form. The Bid will not be considered unless the Bid Form contains prices for all unit price and/or lump sum items, and alternates, as shown on the Bid Form. Bids and totals shall be shown legibly in their proper locations. The total amount of the Bid shall be legibly written and numerically presented in the proper places and the Bid Form shall be manually signed.
 - 2. 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.
 - 3. 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. Discrepancies between words and figures will be resolved in favor of the words.

1.15 ARTICLE 15 – SUBMITFAL OF BID

- A. Each prospective Bidder is to execute one copy of the Bidding Documents. The Bid form is to be completed and submitted with the Bid security along with additional documents, if any, as identified in the Special Provisions.
- B. A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Invitation to Bid and shall be enclosed in an opaque sealed envelope, plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the bid is submitted), the name and address of Bidder, and, shall be accompanied by the Bid Security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED". A mailed bid shall be addressed to the address shown in the Invitation To Bid.
 - 1. The Bid will not be considered unless accompanied by proper Bid Security in accordance with Article 8 of these Instruction to Bidders.
 - 2. Alternative Bids will not be considered unless called for.
 - 3. Bids by telephone, telegraph, fax or other telecommunication systems will not be considered.

1.16 ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BIDS

- A. Bids may be modified or withdrawn by any 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.
- B. If, within twenty-four hours after Bids are opened any Bidder files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, if the Work is rebid or negotiated, that Bidder will be disqualified from further bidding on the Work.

1.17 ARTICLE 17 – OPENING OF BIDS

- A. 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.

1.18 ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- A. All bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

1.19 ARTICLE 19 – AWARD OF CONTRACT

- A. OWNER reserves the right to reject any and all Bids, including without limitation, nonconforming, non-responsive, unbalanced or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. 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. OWNER reserves the right to reject the Bid of any Bidder if 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 or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER.
- B. 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.
- C. In evaluating Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- D. In evaluating Bidders, 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.
- E. OWNER may conduct such investigations as 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.
- F. If the Contract is to be awarded, 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. 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.

1.20 ARTICLE 20 – CONTRACT SECURITY

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

1.21 ARTICLE 21 – SIGNING OF AGREEMENT

- A. When 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 six (6) counterparts of the Agreement and attached documents to OWNER. Within fifteen (15) days thereafter OWNER shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings and Specifications.

1.22 ARTICLE 22 – STATE LAWS AND REGULATIONS

- A. 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, and gross receipts tax.¹

END OF SECTION

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SECTION 00300
BID FORM

PROJECT IDENTIFICATION:

Park Avenue Sewer Main Extension
Town of Stevensville, MT

THIS BID SUBMITTED TO:

Town of Stevensville
206 Buck Street
Stevensville, MT 59870

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 Instructions 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:

| <u>Addendum No.</u> | <u>Addendum Date</u> |
|---------------------|----------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

- 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.

- D. Bidder 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 Hazard Environmental Condition, if any, which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions.
- E. 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.
- F. 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 price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. 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.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. 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 Owner.

The Bidder certifies that no official of the Owner, Engineer 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 following price(s):

UNIT PRICE BID – SCHEDULE OF PRICES

| Item No. | Description | Unit | Estimated Quantity | Bid Unit Price | Bid Price |
|-------------------------|---|------|--------------------|----------------|-----------|
| 1 | Mobilization | LS | 1 | \$ | \$ |
| 2 | Taxes/Bonds/Insurance | LS | 1 | \$ | \$ |
| 3 | 8-inch Sanitary Sewer Installation | LF | 1,290 | \$ | \$ |
| 4 | 4-inch Sanitary Lateral Installation | LF | 60 | \$ | \$ |
| 5 | Manhole Installation (4' Diameter) | EA | 7 | \$ | \$ |
| 6 | 2-inch Water Service, Curb Stop and saddle connection to Main | LS | 1 | \$ | |
| 7 | Pavement Restoration | SY | 1,375 | \$ | \$ |
| 8 | Traffic Control | EA | 1 | \$ | \$ |
| Total of All Bid Prices | | | | | \$ |

Total Contract Price for All Bid Schedules, including all State and Local Taxes: in the amount of

_____ dollars

(words)

and _____ cents

(words)

(_____)

(figures)

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

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, determined as provided in the Contract Documents.

6.01 Bidder agrees that the Work will be substantially completed and competed 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.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

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

A. Required Bid security in the amount of 10% of the maximum Bid price including alternates, if any, and in the form of a Bid Bond identified in the Instructions To Bidders.

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.

SUBMITTED on _____,

_____.

(Date)

Montana Contractor's Registration # (if any) _____.

Employer's Tax ID No. _____

If BIDDER is:

An Individual:

(Name typed or printed)

By:

(Individual's Signature)

Doing business as:

Business Address:

Phone No.: _____ FAX No: _____

A Partnership:

(Partnership
Name)

By: _____

(Signature)

(Name, typed or printed)

Business

Address: _____

Phone No.: _____ FAX
No.: _____

A Corporation:

(Corporation
Name)

State of Incorporation:

Type (General Business, Professional, Service, Limited Liability):

By:

(Signature of person authorized to sign)

Title:

Attest:

(Signature)

Business Address:

Phone No.: _____ FAX No.: _____

Date of Qualification To Do Business Is:

(Corporate Seal)

A Joint Venture: Each Joint Venture Must Sign

Joint Venturer Name:

(Name)

By: _____

(Signature of Joint Venture Partner)

Name: _____

(Name, printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ FAX No: _____

Joint Venturer Name: _____

(Name)

By: _____

(Signature of Joint Venture Partner)

Name: _____

(Name, printed or typed)

Title: _____

Business Address _____

Phone No.: _____ FAX No: _____

Address of Joint Venture for Receipt of Official Communication:

Address: _____

Phone No.: _____ FAX No: _____

(Each Joint Venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION

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SECTION 00500
AGREEMENT FORM

This Agreement is dated as of the _____ day of _____ in the year _____, by and between

_____, hereinafter called "Owner"
and

hereinafter called Contractor. Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The construction of approximately 1,290 linear feet of 8-inch PVC sanitary sewer, approximately 60 linear feet of 4-inch PVC sanitary sewer laterals, associated manhole structures, associated clearing, grubbing, and erosion control, and pavement restoration to the limits shown on the plans.

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:

Park Avenue Sewer Main Extension

Article 3. ENGINEER

3.01 The Project has been designed by HDR Engineering, Inc. who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 4. 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. Notice to Proceed for The Work will be **Date TBD**. The Work will be substantially complete within 30 days after the date when the Contract Time commences to run as provided in paragraph 4.03 of the General Conditions.

4.03 Liquidated damages.

- A. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two hundred and fifty dollars (\$250.00) for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete.

Article 5. CONTRACT PRICE

5.01 Owner shall pay 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 attached as Exhibit A to this Agreement. Estimated quantities used for bidding purposes are not guaranteed. Payment will be for actual quantities as determined by Engineer in accordance with Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

Article 6. PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments:

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

6.02 Progress Payments; Retainage:

- A. Owner shall make progress payments in accordance with Article 14 of the General Conditions on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, 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 Engineer may determine or 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 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.

6.03 Final Payment:

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

Article 7. INTEREST:

7.03 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 8. CONTRACTOR'S REPRESENTATION:

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. 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. 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. 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. 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. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer 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. 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 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 incidentthereto.
- F. 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. 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. Contractor has correlated the information known to 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. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to 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. This Agreement;
 2. Performance Bond;
 3. Payment Bond;
 4. General Conditions for Public Works Projects (incorporated by reference);
 5. Supplementary Conditions (incorporated by reference);
 6. Special Provisions;
 7. Specifications as listed in the table of contents of the Project Manual;
 8. Drawings consisting of a cover sheet and sheets numbered G-1 through C-4 with each sheet bearing the following general title: Park Avenue Sewer Main Extension;
 9. Addenda (Numbers _____ to _____, inclusive);
 10. Exhibits to this Agreement:
 - a. Notice To Proceed;
 - b. Contractor's Bid Form;
 - c. Documentation submitted by Contractor prior to Notice of Award.
 11. 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).
 12. Contractor's Insurance Guide.
 13. Certificates of Insurance.
 14. State of Montana Prevailing Wage Rates Heavy Construction 2021.
 15. Montana Public Works Standard Specifications, Sixth Edition, dated April 2010, (incorporated by reference);
- 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:

10.02 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.

10.03 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.

10.04 Successors and Assigns

- A. Owner and Contractor each binds 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.

10.05 Severability

- A. Any provision of part of the Contract Documents held to be void or unenforceable under and Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and 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.

IN WITNESS WHEREOF, Owner and Contractor have signed 6 copies of Agreement. Three counterparts have been delivered to Owner, two to Contractor and one to Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on _____, _____ (which is the effective date of the Agreement).

This Agreement shall not be effective unless and until concurred by Funding Agency's (if any) designated representative.

Owner Town of Stevensville

Contractor

By _____

(Signature)

By _____

(Signature)

Attest _____

(Signature)

Attest _____

(Signature)

Address for giving notices:

Address for giving notices:

206 Buck Street

Stevensville, MT 59870

Phone No. 406-777-5271

Phone No.

FAX No. 406-777-4284

FAX No.

(CORPORATE SEAL)

(SEAL)

(If OWNER is a public body, attach evidence
Registration No. of authority to sign and resolution or other
documents authorizing execution of Owner -
service of process: Contractor Agreement.

Contractor

Agent for

(If CONTRACTOR is a corporation or
a partnership, attach evidence of
authority to sign.)

Owner's Designated Representative:

Representative: Name: Steve Kruse

Title: Public Works Director

Address: 206 Buck Street

Stevensville, MT 59870

Phone No.: 406-777-5271

FAX No.: 406-777-4284

Contractor's Designated

Name:

Title:

Address:

Phone No.:

FAX No.:

END OF SECTION

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SECTION 00813
SPECIAL PROVISIONS

PART 1 - GENERAL

1.1 MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS

- A. Standard Construction Specifications referred to for this project shall be the Montana Public Works Standard Specifications, Sixth Edition, April, 2010, including any Amendments, which are hereby incorporated into this contract by reference.
- B. Contractor shall familiarize themselves with the MPWSS and keep a reference copy at the work site at all times. Copies of the Montana Public Works Standard Specifications, Sixth Edition, can be obtained from:

| | |
|--|--------------------------|
| Montana Contractors' Association, Inc. | Telephone (406) 442-4162 |
| 1717 11Th Avenue | FAX (406) 449-3199 |
| PO Box 4519 | |
| Helena, MT 59604 | |

- C. The following sections of the Montana Public Works Standard Specifications (MPWSS), Sixth Edition, April 2010 are incorporated by reference.
 - 1. Bidding Requirements, Contract Forms, and Conditions of the Contract.
 - a. General Conditions for Public Works Projects EJCDC C-700 Standard General Conditions of the Construction Contract © 2007 as modified by the Supplemental Conditions.
 - b. Section 00810 Supplemental Conditions to the General Conditions.
 - 2. Division 1 – General Requirements
 - a. Section 01110 Summary of Work
 - b. Section 01041 Project Coordination
 - c. Section 01050 Field Engineering
 - d. Section 01090 References
 - e. Section 01300 Submittals
 - f. Section 01500 Construction and Temporary Facilities
 - g. Section 01570 Construction Traffic Control
 - h. Section 01700 Contract Closeout
 - 3. Division 2 – Sitework
 - a. Section 02221 Trench Excavation and Backfill for Pipelines and Appurtenant Structures.
 - b. Section 02235 Crushed Base Course
 - c. Section 02660 Water Distribution Systems
 - d. Section 02730 Sanitary Sewer Collection Systems
 - e. Section 02910 Seeding
 - 4. Division 3 – Concrete
 - a. Section 03310 Structural Concrete
 - 5. Appendix A – Standard Drawings
 - a. Drawing 02221-1 Typical Utility Trench Details
 - b. Drawing 02720-6 Pre-Cast Manhole Bases 48", 54", 60", 72"
 - c. Drawing 02660-2 Water and Sewer Main Separation
 - d. Drawing 02660-6 Water Service Line
 - e. Drawing 02720-7 Typical Manhole Channel Details
 - f. Drawing 02720-3 Sanitary Sewer and Storm Drain Manhole
 - g. Drawing 02720-8 Standard Cast Iron Cover
 - h. Drawing 02720-5 48" Standard Manholes Showing Two Types of Cone Sections
 - i. Drawing 02720-9 Standard 24" Cast Iron Ring

- j. Drawing 02730-2 Sanitary Sewer Service Line

D. MODIFICATIONS TO THE MONTANA PUBLIC WORKS STANDARDS

1. SPECIFICATIONS

- a. The following sections describe the primary exceptions, additions and clarifications between the Sixth Edition of the Montana Public Works Standard Specifications (MPWSS) and this project.
- b. Add the following additional Division 0 – 16 Technical Specifications:
 - 1) Section 00813 – Special Provisions
 - 2) Section 01060 – Special Conditions
- c. DIVISION 1 - GENERAL REQUIREMENTS
 - 1) PROJECT COORDINATION - SECTION 01041
 - a) PART 1: GENERAL

Add the following new paragraphs:

1.3: SITE INSPECTION

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

1.5: SUBSURFACE WATER

- B. Dewatering shall be incidental to the work.

1.6: FIELD ENGINEERING

A. The Owner shall provide the following engineering services at no cost to the Contractor except as required for certain tests, retests or subsequent reviews as a result of nonconforming materials or products as defined in the Contract Documents.

- 1. Review of submittals and shop drawings as defined in the specifications.
- 2. Periodic Inspections by the Engineer and its representative(s) as deemed by the Owner and Engineer.

B. The Contractor shall provide the following services at no additional cost to the Owner.

- 1. Protection of horizontal and vertical control and temporary control points. Any control points disturbed or destroyed will be reset at the Contractor's expense.
- 2. Preparation and certification of all required shop drawings and submittals.

1.7: INSPECTION

A. The Engineer's or Owner's representative will observe work and compare the quality of the work with the requirements of the Contract Documents. Any discrepancies noted shall be brought to the Contractor's attention, who shall immediately correct the discrepancy. Failure of the Engineer to detect a discrepancy will not relieve the Contractor of his ultimate responsibility to perform the work required.

1.8: SALVAGE

A. Owner reserves the right to all salvage generated on this project. Any salvaged material deemed necessary by the Engineer is to be stockpiled in Owner approved area, at no cost to the Owner.

2) CONSTRUCTION AND TEMPORARY FACILITIES - SECTION 01500

a) PART 1: GENERAL

1.1: CONSTRUCTION FACILITIES

Add the following to paragraph B:

1. Clean up must be completed daily. All trash, cardboard, paper etc. must be collected and disposed of, off-site, every day.

Add new heading and paragraph:

1.6: PRIVATE DRIVEWAYS

1. Existing private driveways shall be made usable at end of each working day unless the contractor makes other arrangements, satisfactory to the property owner.

3) CONSTRUCTION TRAFFIC CONTROL - SECTION 01570

a) PART 1: GENERAL

1.2: REQUIREMENTS

Add the following new paragraph:

B. Use qualified, MUTCD certified project labor for installing, maintaining and operating traffic control devices.

1.3: NOTIFICATIONS

Add the following new paragraph:

D. Notify all landowners or residents who will be impacted by the installation of traffic control devices at least 48 hours prior to the installation of such devices.

b) PART 4: MEASUREMENT AND PAYMENT

4.1: PAYMENT

Delete paragraph A and **Replace** with the following new paragraph:

A. Separate measurement for each traffic control device is not made. Measurement and payment for operating of the construction traffic control plan is on a lump sum basis. The lump sum payment is full reimbursement for all costs of furnishing, installing, maintaining, replacing and operating the construction traffic control systems throughout the work period. The construction traffic control system includes but is not limited to, signs, barricades, pavement markings, watering, flag persons, pilot cars and public notice.

d. DIVISION 2 - SITE WORK

1) TRENCH EXCAVATION AND BACKFILL FOR PIPELINES & APPURTENANT STRUCTURES – SECTION 02221

a) PART 1: GENERAL

1.4: TESTING

Replace 1.4.A.2 with the following:

2. In-place field density test for quality assurance is at the Contractor's expense and shall meet the standards and frequency of Section 01400. The sub-grade, sub-base, base and backfill materials shall be brought to optimum moisture and compacted to a minimum of ninety five percent (95%) of the maximum dry density determined by AASHTO T99 or ASTM D698. In addition, Quality assurance field density testing is per Section 01400 or at the Engineer's discretion.

Replace 1.4.B.1 with the following:

1. Quality assurance tests will be made according to Section 01400 for each on-site natural soil or each source of off-site material, including borrow material, to determine the laboratory maximum density values and optimum compaction moisture content according to AASHTO T-99 or ASTM D698.

Delete Item 1.4.C.2 and replace with the following:

2. Submit the on-site and off-site borrow soils testing results according to Section 01400 to the Engineer.

Add item 3.10 Temporary Bypass Pumping Systems:

b) PART 2: PRODUCTS

2.1: PIPE BEDDING MATERIALS

Delete Section C and **Replace** with the following new heading and paragraph:

C. PIPE BEDDING ALTERNATE

1. Pipe Bedding, the material placed 4-inches below the bottom of the pipe and up to the spring line of the pipe, is to be ¾" washed rock.

c) PART 3: EXECUTION

3.1: PROTECTION OF EXISTING PROPERTIES

B. PRIVATELY OWNED UTILITIES

Add the following new paragraphs:

4. All natural gas mains and product pipelines exposed during construction require the same select Type 1 bedding as new sanitary sewer mains. Bedding materials shall be considered incidental to the work and no separate pay item will be made. Before backfilling natural gas lines, contact North Western Energy to inspect the exposed natural gas pipeline. Before backfilling product pipelines, contact Yellowstone pipeline to inspect the exposed product pipeline. The contractor is required to meet the requirements of the utility for protection and backfill.

5. Contractor shall become aware of any landscape irrigation systems. Contractor shall be responsible for the prevention of damage to any landscape irrigation systems. Any damage to the landscape irrigation system caused by the construction activity of the contractor or damage to the work caused by the landscape irrigation systems shall be the sole remedial responsibility of the Contractor.

3.3: TRENCH EXCAVATION

A. GENERAL

Add the following new paragraph 10:

10. All sanitary sewer mains require a minimum of 6.5 feet of cover, measured from the top of the installed pipeline to final finished grade. If it is not possible to provide 6.5 feet of cover, 2 inch thick rigid insulation board must be provided and approved prior to installation by the Engineer.

d) PART 2: PRODUCTS

2.2: PIPE MATERIALS

Delete Sections 2.2.B and 2.2.C in their entirety.

3.2

e) PART 4: MEASUREMENT AND PAYMENT

Delete Section 4.3.A-D in their entirety and **Add** the following new paragraph:

4.3.A. Manholes shall be measured and paid for by the bid item. Manhole bid items include all necessary incidental work to install a finished manhole. Bid item 3 shall measure payment for a complete 48" (4 foot) diameter manhole in place to the depth shown on the plans with castings and cover.

2) SEEDING – SECTION 02910

a) PART 2: PRODUCTS

Add the following new paragraph:

2.6: RESTORATION AREA GRASS TYPE:

A. The following seed mixtures and rates shall be used as called for on the plans or per the direction of the Engineer. The seeding rates listed below are drill seeding rates expressed in pounds of Pure Live Seed per acre. Seeding rates should be doubled for broadcast seeding and tripled for slopes greater than two to one (critical areas). All seed shall be Certified Noxious Weed Seed Free Seed.

1. Type 3 Grass Restoration – Native Range Grass Restoration

Goldar Bluebunch Wheatgrass-4 lbs/acre.

Rough Fescue-2lbs/acre.

Loom Green Needlesgrass-3 lbs PLS/acre.

Pryor Slender Wheatgrass-2 lbs PLS/acre

(rate should not be increased for broadcast or critical areas)

Delete Item 4.A& B in their entirety and replace with the following:

No separate measurement or payment will be made for this item. Payment for this work will considered incidental to all bid items.

E. Miscellaneous Special Provisions (MSP)

MSP-1. Traffic Control

- (1) The Contractor shall schedule his construction operations in a manner which will assure the safety and convenience of the general public and the safety of the project workers at all times. The Contractor shall coordinate

the progress of the project and the work of subcontractors to meet the specific requirements as follows:

- (2) The Contractor shall submit a detailed traffic control plan in accordance with Specification Section 01570 – Construction Traffic Control. No work shall commence prior to approval of traffic control plan by Owner.

MSP-2 Construction Schedule

- (1) The Contractor shall provide a written schedule to the Engineer as part of the submittal process. The Contractor's Construction Schedule is an essential part of this agreement and it is therefore agreed that the submittal of an accepted schedule is a condition for progress payments, and such progress payments will not be accepted for review until the schedule is submitted to and accepted by the Engineer.

MSP-3 Dust Control

- (1) It is the Contractors responsibility to provide dust control so that the construction activities do not hinder traffic on Boulder Avenue or railroad operations. During the course of construction, the Contractor will provide 24 hour response through an after hours phone number where some responsible local contractor representative, foreman level or higher, can respond to after hours complaints concerning the project, etc.

MSP-4 Record Drawings and Documents

- (1) The Engineer 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, 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 Engineer for reference. Upon completion of the work, these record documents, samples, and shop drawings will be delivered to the Engineer for the Owner. See specific requirements in Section 01 34 00. The Engineer must provide the City at the completion of the project, an accurate as –built record of the sewer main construction. If the contractor does not produce as-built records and show proof on a monthly basis, the contractor will not be paid until the records are produced.

MSP-5 Photos

- (2) Photographs of all underground connections to new and existing manholes are required by the Owner. The Contractor shall photograph all such connections prior to backfilling, and shall furnish the photographs to the Engineer. The photo must show the manhole number as designated on the plans. This shall be done by visible markings on the manhole barrel that clearly show in each photo. There will be no payment for manholes until photos are delivered and accepted by the Engineer for the manhole. If photographs for any manhole are not furnished to the Engineer, the Contractor shall re-excavate the manhole to expose all connections, and shall then photograph the connections and furnish photos to the Engineer.

MSP-6 Testing

- (1) See Specification Sections 01060 and 01400
- (2) Contractor will provide the service of independent laboratory for density testing of all surface restoration and trench backfill material.
- (3) The Contractor shall perform:

- (a) Initial moisture/density proctor curves for all soils (backfill), performed by an independent laboratory.
- (b) All quality assurance density tests for trench backfill and surface restoration by an independent laboratory.
- (c) Contractor shall make provisions for Owner/Engineer to enter all trenches for the purpose of conducting additional inspection services above and beyond the independent testing laboratory from time to time if required.
- (d) There will be no separate measurement and payment for testing. All tests to be included in the unit price bid for other associated work and all other bid items. That is, this work is considered incidental to all bid items. See Specification Section 01400 for testing frequency requirements.

MSP-7 Contaminated Soil:

- (1) If any contaminated soil as determined by the Engineer is encountered it must be removed from the site and properly disposed of and will be paid for as extra work under the unit price for Miscellaneous Work by Contractor.

MSP-8 Cleanup

- (1) After all work on this project is completed and before final acceptance of the project, the entire project shall be neatly finished to the lines, grades, and cross sections shown on the plans and as hereinafter specified.
- (2) Drainage facilities, such as inlets, catch basins, sewer pipe, and open ditches shall be cleaned of all debris, gravel, silts or other foreign material.
- (3) The Contractor shall remove and dispose of all construction stakes.
- (4) All areas disturbed by the construction shall be shaped to present a uniform appearance blending into the contour of adjacent properties. All surface replacement and landscaping shall be completed.
- (5) Except as otherwise permitted, all excess excavated materials shall be disposed of away from the site of the work.
- (6) Broken concrete and other debris resulting from pavement or sidewalk removal, excavated rock in excess of the amount permitted to be and actually installed in trench backfill, junk and debris encountered in excavated work, and other similar waste materials shall be disposed of away from the site.
- (7) There will be no separate measurement or payment for cleanup, and all costs for such work shall be included in the unit price named in the proposal for the associated bid item.
- (8) Underground Utilities and Structures
- (9) Pipe lines 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 to the Owner. The Owner does not guarantee the accuracy of such information. Other utility lines may not be indicated on the plans. The Contractor shall be responsible for locating all underground utilities and obstructions prior to beginning excavation.
- (10) All utilities, when encountered, shall be supported, shored, and protected wherever exposed in the trench or other excavation. Any existing utility which is damaged during excavation shall be immediately repaired by the Contractor at his expense.

MSP-9 Power

- (1) All power for lighting, by-pass pumping and for the operation of the Contractor's plant or equipment, or any other use by the Contractor, shall be provided by the Contractor at his sole cost and expense.

- (2) Contractor shall coordinate and be responsible for coordination and application for utility services (480 V, 3-phase) and or providing on site power generation for bypass pumping.

MSP-10 Standards

- (1) Where reference is made to ASTM, AWWA, AASHTO, or UBC designation, it shall be the latest revision at time of construction, except as noted on the plans or in these specifications.

MSP-11 Right-of-Way and Easements

- (1) The necessary rights-of-way and easements will be provided by the Owner. 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 Engineer.
- (2) Copies of all easements are available from the Owner. The Contractor shall not occupy for any purpose with men, 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. Utility easements obtained by the City of Stevensville for the project provides the Contractor the right at all times reasonable access to the said utility easement and to enter upon such easement for the purpose of constructing or removing sanitary sewer lines and related appurtenances. The Contractor is also granted the right to have reasonable entry upon and temporary use of the property immediately adjacent to said easement for necessary activities related to construction. However, the Contractor shall make only such excavation as is reasonably necessary for the installation of the project improvements. If written permission is necessary for Contractor access to private property, the Contractor shall obtain consent from, and shall execute written agreement with, property owner.

MSP-12 Protection of Public and Private Property

- (1) All pavement, surfacing, landscaping, driveways, curbs, walks, buildings, utility poles and boxes, guy wires, sprinkler systems, irrigation systems, fences and other surface or subsurface structures removed or damaged by construction operations, except for trees, shrubs and sod in public right-of-way or private permanent easements unless specifically noted in the Contract Documents, shall be restored to their original condition as determined and approved by the Engineer. All replacements shall be made with new materials. Sprinkler systems and fences may have to be relocated out of the construction area at no cost to the owner. All fences and sprinkler systems may not be shown on the drawings.
- (2) The 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, which may be caused by transporting equipment, materials or men to or from the work or any part or site thereof, whether by him or his subcontractor. If property is damaged, the Contractor shall make satisfactory and acceptable arrangements with the owner of, or the agency or authority having jurisdiction over, the damaged property concerning its repair or replacement or payment of costs incurred in connection with the damage.
- (3) All fire hydrants and gas and water control valves shall be kept free from obstruction and available for use at all times.

MSP-13 Barricades and Lights

- (1) All public thoroughfares which are closed to traffic shall be protected by means of effective barricades on which shall be placed acceptable warning signs. Barricades shall be located at the nearest intersecting public highway or street on each side of the blocked section.
- (2) All barricades and obstructions shall be illuminated by means of warning lights at night. All lights used for this purpose shall be kept burning from sunset to sunrise. Materials stored upon or alongside public streets and highways shall be so placed, and the work at all times shall be so conducted as to cause the minimum obstruction and inconvenience to the traveling public.
- (3) All barricades, signs, lights and other protective devices shall be installed and maintained in conformity with applicable statutory requirements and, where within railroad and highway right-of-ways, as required by the authority having jurisdiction thereover.

MSP-14 Lines and Grades

- (1) All work shall be done to the lines, grades and elevations shown on the plans.
- (2) **Laying Out Work.** The Contractor will be responsible for initial layout and construction staking, utilizing the Engineer's existing field control for manholes, sewer main and force main bends per the drawings and specifications. 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 Engineer for adjustments before work affected is performed.
- (3) **Existing Engineer Control:** The Engineer has established in the field random survey control (horizontal and vertical) for use in the design and ultimately the construction of the collection system improvements. A listing of the northerly and easterly coordinate description for each of these specific control points is shown on the drawings.
- (4) Contractor shall be aware of property pins. Damage to these pins will require replacement of such by a registered land surveyor at no cost to the Owner.
- (5) **Construction Staking:** The Contractor shall provide initial construction staking from the Engineer's control points as shown on the drawings. The staking shall include:
 - (a) Line and grade at 25 FT O.C. for all collection piping.
 - (b) Two offset stakes for each sewer manhole.
- (6) Prior to commencing work, the Contractor shall carefully compare and check all drawings, each with the other that in any way affects the location or elevation of the work to be executed by him, and should any discrepancy be found, he shall immediately report the same to the Engineer for verification and adjustment with the Contractor. Any duplication of work made necessary by failure and neglect on his part to comply with this function shall be done at his sole expense. Any construction staking obliterated, removed or otherwise lost during construction will be replaced at the Contractor's expense. All Construction Staking and setting of control shall be at the Contractor's expense and shall be considered incidental to all bid items.

MSP-15 Work Hours

- (1) No work shall be done on site before 7:00 a.m. or after 7:00 p.m, unless otherwise approved by the Engineer and or bypass pumping or dewatering is required by the Contractor 24 hrs-7 days per week.

MSP-16 Air Quality

- (1) To reduce particulate emissions from this project, No on-site burning of waste materials will be allowed.

MSP-17 Solid/Hazardous Waste

- (1) The following is a summary of comments and recommendations from Solid and Hazardous Waste Program personnel:
- (2) Clean fill, such as soil, dirt, sand, gravel, rocks and rebar-free concrete leftover from a project does not have to be placed in a licensed Class II or III landfill if it is replaced free of charge to the person placing the fill. The clean fill can be used to adjust or create topographic irregularities for agricultural or construction purposes [ARM 13.14.502(6)].
- (3) Caution is advised if buried material is found during the project, as the material might be hazardous. If such a situation arises, the Montana Hazardous Waste Program (MHWP) should be contacted immediately at (406) 444-1435 by the Contractor.
- (4) If underground storage tanks or petroleum contaminated soils are found during the project, the Underground Storage Tank (UST) Program should be contacted immediately by the Contractor for further instructions (406) 444-5970. UST permits may be required of the Contractor if a tank is to be removed or installed. If any contaminated soil as determined by the Engineer is encountered it must be removed from the site and properly disposed of and will be paid for as miscellaneous work.
- (5) The Contractor will be required to immediately notify the Helena City-County Health Department and the Montana Department of Environmental Quality (MDEQ) if petroleum contaminated soil is discovered. To avoid delays during construction, the Contractor will be required to have in his contingency plan, contingencies for excavation and stockpile/disposal of such soil.

MSP-18 Order of Precedence of Contract Documents

- (1) 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:

1. Addenda/Change Orders
2. Contractor's Bid (Bid Form)
3. Supplemental General Conditions
- (4) Special Provisions
- (5) Notice Inviting Bids
- (6) Instructions to Bidders
- (7) General Conditions
- (8) Technical Specifications
- (9) Referenced Standard Specifications

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

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings
3. Addenda/change order drawings govern over contract drawings
4. Contract drawings govern over standard drawings
5. Contract drawings govern over shop drawings

MSP-19 Miscellaneous Work by Contractor

- (1) The item "Miscellaneous Work" has been provided in the proposal for any work and/or material which may be encountered during construction, but which is not addressed elsewhere in the contract.
- (2) Miscellaneous work will be measured by the respective unit for material and/or work performed as directed in writing by the Engineer.
- (3) 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 down in the contract is an estimated amount only, which may be adjusted up or down by the Engineer in accordance with the needs of the project. It is not a guaranteed amount to be paid to the Contractor.

MSP-20 Measurement and Payment

- (1) 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.

MSP-21 Safety

- (1) The Contractor shall take all necessary precautions in performing the work to prevent injury to persons or damage to property. The Contractor shall comply fully with the Occupational Safety and Health Act of 1970, the Montana Safety Culture Act of 1993, all regulations issued thereunder, and all state laws and regulations including railroad safety regulations in place or enacted and adopted pursuant thereto.
- (2) The Contractor shall inform all personnel working for him that entry to any sanitary sewer manhole or other confined space always poses a safety and health hazard, particularly with regard to poisonous and/or explosive gases. Such personnel shall be trained and instructed in the proper techniques and procedures to be used when entering and working in sanitary sewer manholes or other confined spaces. The Contractor shall furnish the necessary safety equipment to implement these techniques and shall insist on his personnel wearing their safety gear when entering or working in manholes. A safety plan and procedures shall be developed and used in accordance with the Occupational Safety and Health Act (OSHA). At no time will any person be allowed to enter a manhole without another person assisting from the outside. Contractor shall comply with all requirements of OSHA confined space rule, 29 CFR 1910.146. The Contractor, as a minimum, shall have the following equipment at the project site for confined space entry:
 - (a) Tripod for personnel and equipment with non-metallic hoisting line and OSHA approved hoist.
 - (b) Harnesses for personnel.
 - (c) Hazardous gas and oxygen monitoring equipment for man-mounted and ground level monitoring.
- (3) The Contractor shall provide (at any time requested) for safe access of the Engineer, Owner or their designated agents for the purposes of sewer line inspection or survey.

MSP-22 Groundwater

- (1) Areas of high groundwater could be present at the Project site. Contractor should account for any necessary dewatering needed for installation.

MSP-23 Permit Requirements:

- (1) Contractor will be responsible to acquire all permits necessary and to pay charges for such, unless otherwise specified.

MSP-24 Site Conditions Survey:

- (1) The Owner plans to 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 easements and rights-of-way for the project and adjacent off-site property.
- (2) The surveys will include, as a minimum, video and/or photograph documentation of the following:
 - (a) Roadways used to access the site or haul materials and equipment to the site.
 - (b) Work areas, including actual work sites, materials processing and stockpiling areas, access corridors, disposal areas, and staging areas.
 - (c) Any work completed by other contractors at the site that will be connected to or otherwise affected by the Work.
 - (d) Alleys and streets, driveways, sidewalks, curb and gutter, and buildings which might be affected by the Work.
 - (e) All landscaping and any special improvements adjacent to construction limits.
 - (f) All documentation will include running date and time and audio narrative where required. Copies will be made available to the Contractor 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.

MSP-25 Construction Water

- (1) The Contractor shall pay all costs for the construction water. This item shall be considered incidental to all bid items.

MSP-26 Erosion Control

- (1) The Contractor is responsible for preparing any required Storm Water Pollution Prevention Plan (SWPPP) and obtaining any required storm water discharge permits from the Montana Department of Environmental Quality prior to starting construction. The Contractor is responsible for installation of erosion control measures as detailed in the SWPPP. The Contractor will be solely responsible for any property damage and/or fines from storm run off from this project during construction. There will be no separate measurement and payment for this item. All costs associated with erosion control including preparing the SWPPP and installing and maintaining the erosion control measures will be included in bid items for associated work.

END OF SECTION

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DIVISION 01

GENERAL REQUIREMENTS



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SECTION 01060
SPECIAL CONDITIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Administrative and procedural requirements for:
 - a. Preconstruction Conference.
 - b. Contractor's Superintendent's Field Office.
 - c. Documents for Contractor use.
 - d. Project photographs.
 - e. Testing.
 - f. Order of Construction and Construction Schedule.
 - g. Project meetings.
 - h. Special considerations related to adjacent properties and facilities.
 - i. Historical and archaeological finds.
- 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.

1.2 PRECONSTRUCTION CONFERENCE

- A. Engineer will notify the Contractor as to the date and time of the conference two (2) weeks in advance of the proposed date.
- B. Contractor's Project Manager and Project Superintendent and Contractor's Subcontractor Representatives shall attend.

1.3 CONTRACTOR'S SUPERINTENDENT'S MOBILE RECORDS AND SANITARY FACILITIES.

- A. Equipment: Cell Phone, sanitary facilities.
- B. In the Field, maintain complete field file of Shop Drawings, posted Contract Drawings and Specifications, and other files of field operations including provisions for maintaining "As Recorded Drawings."

1.4 DRAWINGS AND CONTRACT DOCUMENTS FOR CONTRACTOR USE

- A. Refer to General Conditions.
- B. Contractor shall pick up all "no-charge" documents within 10 days from date of Notice to Proceed.
- C. Additional documents after "no-charge" documents will be furnished to Contractor at cost.

1.5 PROJECT PHOTOGRAPHS

- A. The Contractor shall take project photos of the main line and manhole installation in digital format and provide to the engineer along with record drawings prior to project close-out.

1.6 TESTING

- A. Payment for Soil, Concrete, and Other Testing:
 - 1. Soils and concrete testing:

- a. Contractor shall be responsible for quality control tests and inspections to control Contractor production and construction processes. Include in the Contractor quality control system an internal organization plan and procedures to produce the specified end product. Assure the system covers all construction operations both on-site and off-site, and is keyed to the construction sequence. Quality control testing frequency is at the Contractor's discretion, except where tests are specifically required in the technical specifications for individual products.
- b. Sampling and testing to assure specification compliance (quality assurance testing) shall be performed by an independent testing laboratory employed by the Contractor. Materials testing where required by the technical specifications shall be paid for by the Contractor and shall be included in the cost of associated bid items. Employment of the laboratory shall in no way relieve Contractor's obligation to perform the work of the Contract.
- c. The independent testing laboratory shall meet "Recommended Requirements for Independent Laboratory Qualification," published by the American Council of independent Laboratories; meet basic requirements of ASTM E329; be authorized to operate in the State of Montana; submit copy of report of inspection of facilities made by Reference Laboratory of National Bureau of Standards during the most recent tour of inspection, with memorandum of remedies of any deficiencies reported by the inspection; calibrate testing equipment at reasonable intervals by devices of accuracy traceable to either the National Bureau of Standards or accepted values of neutral physical constants.
- d. Quality assurance testing shall be performed at the frequency and to the standards found in the technical specifications for individual products and Section 01400.

1.7 ORDER OF CONSTRUCTION AND CONSTRUCTION SCHEDULE

- A. Construction operations will be scheduled to allow the Owner uninterrupted operation of existing adjacent facilities.
 1. Coordinate connections with existing work to ensure timely completion of interfaced items.
- B. At no time shall Contractor or his employees modify operation of the existing facilities or start construction modifications without approval of the Owner except in emergency to prevent or minimize damage.
- C. Within 10 days after award of Contract, submit for approval a critical path type schedule.
 1. Account for schedule of Subcontracts.
 - a. Include proper sequence of construction, various crafts, purchasing time, Shop Drawing approval, material delivery, equipment fabrication, start-up, demonstration, and similar time consuming factors.
 2. Show on schedule as a minimum, earliest starting, earliest completion, latest starting, latest finish, and free and total float for each task or item.
- D. Evaluate schedule no less than monthly.
 1. Update, correct, and rerun schedule and submit to Engineer in triplicate with pay application to show rescheduling necessary to reflect true job conditions.
 2. When shortening of various time intervals is necessary to correct for behind schedule conditions, indicate actions to implement to accomplish work in shorter duration.
 3. Information shall be submitted to Engineer in writing with revised schedule.
- E. If Contractor does not take necessary action to accomplish work according to schedule, Contractor may be ordered by Owner in writing to take necessary and timely action to improve work progress.
 1. Owner may require increased work forces, extra equipment, extra shifts or other action as necessary.
 2. Should Contractor refuse or neglect to take such action authorized, under provisions of this contract, Owner may take necessary actions including, but not necessarily limited to, withholding of payment and termination of Contract.

1.8 PROJECT MEETINGS

- A. Construction Meetings:
 - 1. The Engineer will conduct construction meetings involving:
 - a. Contractor's project manager.
 - b. Contractor's project superintendent.
 - c. Owner's designated representative(s).
 - d. Engineer's designated representative(s).
 - e. Contractor's subcontractors as appropriate to the Work in progress.
 - 2. Meetings will be conducted every two (2) weeks or otherwise as determined by the Engineer .
 - 3. The Engineer will schedule meetings for most convenient time frame.

1.9 SPECIAL CONSIDERATIONS RELATED TO ADJACENT PROPERTIES AND FACILITIES

- A. Contractor shall be responsible for negotiations of any waivers or alternate arrangements required to enable transportation of materials to the site.
- B. Maintain conditions of access road to site such that access is not hindered as the result of construction related deterioration.
 - 1. Provide daily sweeping of hard-surface roadways to remove soils tracked onto roadway.

1.10 HISTORICAL AND ARCHAEOLOGICAL

- A. If during the course of construction, evidence of deposits of historical or archeological interest is found, the Contractor shall cease operations affecting the find and shall notify Owner.
 - 1. No further disturbance of the deposits shall ensue until the Contractor has been notified by Owner that Contractor may proceed.
 - 2. Owner will issue a notice to proceed after appropriate authorities have surveyed the find and made a determination to Owner.
 - 3. Compensation to the Contractor, if any, for lost time or changes in construction resulting from the find, shall be determined in accordance with changed or extra work provisions of the Contract Documents.
 - 4. The site has no known history of historical or archaeological finds.

1.11 MAINTENANCE OF ROADWAYS AND DRAINAGES

- A. Contractor is required to maintain existing roadways in usable condition during construction to allow public access.
- B. Contractor is required to maintain existing drainages and not allow stormwater flooding due to any construction activity.

PART 2 - PRODUCTS - (NOT APPLICABLE TO THIS SECTION)

PART 3 - EXECUTION - (NOT APPLICABLE TO THIS SECTION)

END OF SECTION

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SECTION 011100
SUMMARY OF WORK

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The Invitation to Bid contains a general description of the project work to be performed under this Contract. The Supplemental Conditions and Special Provisions and other documents contain additional information necessary to perform the work.

1.2 CONTRACT DOCUMENTS

- A. Portions of the Contract Documents are written in the imperative mode. Except where specifically intended otherwise, the subject of all imperative statements is the Contractor. For example, "Furnish..." means "Contractor shall furnish...", "Provide" means Contractor shall provide...". For imperatives specifically addressing the Engineer/Owner, see paragraph 1.02, General Conditions.
- B. Contract Documents are defined in Article 1, paragraph 1.01.A.12, General Conditions, as modified by Montana Public Works Standard Specifications, any supplemental conditions, and Article 9 of the Agreement Form.
- C. The Contract Documents are intended to provide the basis for proper completion of the work suitable for the intended use of the Owner. Comply with Article 3, General Conditions. Specifications and Drawings included in these contract documents establish the performance, quality requirements, location and general arrangement of materials and equipment, and establish the minimum standards for quality of workmanship and appearance. Anything not expressly set forth but which is reasonably implied or necessary for proper performance of the project shall be included.
- D. The various portions of the Contract Documents, of which these specifications are a part, are essential parts of the Agreement, and a requirement occurring in any portion or part is binding as though occurring in all. All portions are intended to be complementary and to describe and provide for a complete work as referenced in Article 3, General Conditions. Unless specifically noted otherwise, in the case of discrepancy the following hierarchy shall be observed:
 - 1. Addenda, which will govern over;
 - 2. Special Provisions, which will govern over;
 - 3. Standard Modifications, which will govern over;
 - 4. Supplementary Specifications, which will govern over;
 - 5. Project Drawings, which will govern over;
 - 6. These Specifications and Standard Drawings, which will govern over;
- E. The bound copy of the Montana Public Works Standard Specifications, as distributed by the Montana Contractor's Association, Inc., will govern as the legal set of these specifications over any unbound copy, or any CD-ROM or floppy disk versions
- F. A requirement mentioned in one part/section of the Contract Documents shall be considered as having been mentioned in all parts/sections.

1.3 WORK SEQUENCE

- A. Comply with paragraph 2.07 and 6.04 of the General Conditions and Milestones specified in the Contract Documents.
- B. Submit detail schedules as specified in the Contract Documents.

- C. Field verify dimensions indicated on drawings before fabricating or ordering materials. Do not scale drawings.
- D. Notify Engineer/Owner of existing conditions differing from those indicated on the drawings. Comply with paragraph 4.03, of the General Conditions and any Supplementary Conditions. Verify the existence and location of underground utilities along the route of the proposed work. Omission of an existing or previous abandoned utility location on the Drawings is not to be considered as its nonexistence. Inclusion of existing utility locations on the Drawings is not to be considered as its definite location. Do not remove or alter existing utilities without prior written approval.

1.4 CONTRACTOR USE OF PREMISES:

- A. Comply with paragraph 6.11, General Conditions, and as specified in the Contract Documents.
- B. Do not park vehicles or equipment or store materials on private property without written permission from the property owner. Provide Engineer/Owner with copy of authorization.

1.5 OWNER-FURNISHED ITEMS

- A. Owner-furnished items are listed in the Contract Documents.

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION - (NOT USED)

PART 4 - MEASUREMENT AND PAYMENT

4.1 PAYMENT

- A. Unless specifically noted otherwise, the work of Division 1 shall be incidental to the work, and no separate payment shall be made.

END OF SECTION