

**REQUEST FOR QUALIFICATIONS AND PROPOSALS  
GENERAL CONTRACTOR/CONSTRUCTION MANAGER (GCCM)  
PRECONSTRUCTION AND CONSTRUCTION SERVICES**

**CITY OF GREAT FALLS, MONTANA  
Department of Public Works**

**SEWAGE LIFT STATION NO. 1 & SUPPLEMENTAL FORCEMAIN IMPROVEMENTS  
OF 1758.1**



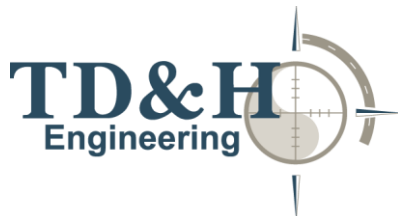
**Office File 1758.1    Issue Date: APRIL 30, 2023**

**Pre-Proposal Conference: 2:00 PM MST MAY 11, 2023**

**Proposals due by 3:00 PM MST MAY 24, 2023**

**TD&H Job No. 21-217**

1800 River Drive North  
Great Falls, MT 59401



406.761.3010  
tdhengineering.com

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**REQUEST FOR QUALIFICATIONS AND PROPOSALS  
GENERAL CONTRACTOR CONSTRUCTION MANAGER (GCCM)  
PRECONSTRUCTION AND CONSTRUCTION PHASE SERVICES  
SEWAGE LIFT STATION NO. 1 & SUPPLEMENTAL FORCEMAIN IMPROVEMENTS, OF 1758.1**

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**Attachments:**

- A. Preliminary Specification Index, April 2023
- B. Preliminary Project Drawings, April 2023
- C. Preliminary Project Improvement Summary Table, April 2023
- D. "Sample" Preconstruction Phase Services Contract
- E. Exhibit A – Preconstruction Phase Scope of Services
- F. "Sample" Construction Phase Contract between Owner and General Contractor/Construction Manager
- G. "Sample" General Conditions of the GCCM Construction Contract
- H. Form GC – Construction Phase General Conditions Costs

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**1.0 INTRODUCTION**

**1.1 Invitation**

The City of Great Falls is seeking qualifications and proposals (hereafter collectively referred to as “Proposals”) from firms qualified to and interested in serving as a General Contractor and Construction Manager (GCCM) in accordance with Title 18, Chapter 2, Part 5, MCA. The Request for Qualifications and Proposals (hereafter collectively referred to as “RFQ/RFP”) is issued for the purpose of selecting a GCCM to participate in a collaborative process to assist, as a partner, the City, the Design Consultant, and other members of the design team in developing and finalizing the Sewage Lift Station No. 1 & Supplemental Forcemain Improvements (“Project”) design.

The Project consists of installing a new sewage forcemain from Lift Station No. 1 to the Wastewater Treatment Plant (WWTP), including a Missouri River crossing, and completing various improvements to Lift Station No. 1. Forcemain construction methods include trenched placement within each riverbank and Horizontal Directional Drilling (HDD) to cross the channel. A new cast-in-place concrete meter vault at the WWTP will provide a terminus for the new forcemain. Piping, valves and exterior vault replacement will facilitate forcemain connection at the Lift Station.

Lift station upgrades include: replacement of the mechanical bar screen, several process valves, ultrasonic level transducer and controller, slide gates, service water supply and distribution, lighting, electrical and miscellaneous HVAC components. A new overhead door and interior coatings, minor plumbing, structural and site/civil repairs are also scheduled.

Additional Lift Station No. 1 improvements will be considered with GCCM assistance including stormwater pump replacement, a backup generator and permanent bypass piping. The following supplemental activities will be provided by the GCCM in addition to traditional Pre-construction services:

- 1) Stormwater Pump column condition investigation and pump refurbish or replacement recommendations.
- 2) Investigate alternatives for Stormwater Pump Ball Check Valves and provide findings.
- 3) Evaluate bypass piping scenarios and provide recommendations and cost impacts associated with installing permanent piping and isolation valves for future use.
- 4) Inspect wet-well flow chambers and summarize construction challenges, operational impacts and costs related to installing channel overflow control measures.
- 5) Review proposed Backup Generator equipment and installation details for delivery schedule, site location and configuration, temporary facility outage impacts, sequencing and any other apparent issues. Provide recommendations for addressing any identified concerns.
- 6) Procure Horizontal Directional Drilling (HDD) Subcontractor in general accordance with Section 4.4 of the RFQ/RFP and provisions of the Construction Phase Contract between Owner and General Contractor/Construction Manager.

- 7) Existing forcemain exploratory excavation at point of connection in River Drive.
- 8) Supplemental field investigations necessary to prepare accurate trench shoring and groundwater dewatering GMP costs.

This solicitation will identify qualified GCCM candidates to participate in a collaborative project development process followed by constructing project improvements in a fiscally responsible and expedient manner. The most qualified and prepared GCCM will be selected from a register of responsive Candidates. The successful Contractor will provide preconstruction services and presuming project financial conditions are satisfactory, perform Construction Phase activities.

GCCM candidates must demonstrate a minimum \$10 million bonding capacity and provide references substantiating no less than three (3) successful projects in excess of \$5 million during the previous five (5) years. Acceptable project roles include GC, GCCM, Construction Manager At-Risk (CMAR), or equivalent.

The GCCM and Subcontractors shall comply with all fair labor practices, requirements of all local, state and federal statutes and prevailing wage rates. Prior to executing a Contract and/or initiating any Project Work, the GCCM and all Subcontractors must be registered with the Montana Department of Labor and Industry (DLI) and licensed to perform work in the City of Great Falls. Contact the DLI at 301 South Park Avenue, Floor 5, Helena, Montana 59601, (406) 444-6543 or [Montana Contractor \(mt.gov\)](http://MontanaContractor.mt.gov). Access the City of Great Falls Planning and Community Development Department website at [Business Licensing and Home Occupations | City of Great Falls Montana \(greatfallsmt.net\)](http://BusinessLicensingandHomeOccupations|CityofGreatFallsMontana.greatfallsmt.net) for licensing assistance.

This solicitation shall not commit the City into entering an Agreement, reimbursing for any expenses incurred responding to the RFQ/RFP or contract for any supplies, goods or services. The procurement is governed by the laws of the State of Montana and the venue for all legal proceedings shall be Cascade County. By submitting a Proposal, Candidates agree to be bound by Montana State Law and City of Great Falls Ordinances, including, but not limited to: prevailing wage rates, payment for project expenses, gross receipts tax, current City building codes, equal opportunity employment practices, safety, non-discrimination and all other regulatory requirements applicable to the services provided.

The City reserves the right to reject any or all Proposals, waive any irregularities, postpone award for up to 60 days as described in Section 1.3 or award a Contract to the Candidate judged to be in the best interest of the City. Reference Section 7.0 CITY DISCLAIMER OF RIGHTS for additional City protections associated with the RFQ/RFP process.

## 1.2 RFQ/RFP Communication

Requests for an original RFQ/RFP document and all correspondence must be through the Project Manager during the advertisement period. No other City representative may be contacted for information associated with the RFQ/RFP. Formal questions must be submitted in writing via email only. The City Project Manager and contact information is as follows:

Russell Brewer, PE, Senior Civil Engineer  
1025 25th Avenue NE  
Great Falls, Montana 59404  
(406) 771-1258  
rbrewer@greatfallsmt.net

Responses to questions submitted in writing and any modifications to the RFQ/RFP will be issued in a formal record to all candidates in receipt of solicitation documents directly from the City.

### 1.3 Schedule

The anticipated RFQ/RFP solicitation schedule is as follows:

<b>TABLE 1: GCCM SELECTION SCHEDULE</b>	
<b>MILESTONE</b>	<b>TIME (MST) &amp; DATE</b>
Advertise RFQ/RFP	April 30, 2023 and May 14, 2023
Pre-Proposal Conference	2:00 – 3:00 PM, Thursday May 11, 2023
GCCM Question Deadline	5:00 PM, Tuesday May 16, 2023
CITY Response Deadline	Friday May 19, 2023
Proposals Due	3:00 PM, Wednesday May 24, 2023
Notice of Interviews & Proposal Scores	Monday June 12, 2023
Interviews	Wednesday June 28, 2023
Scoring Notice & Contract Negotiation Request	Friday June 30, 2023
Contract Negotiations Concluded	Wednesday July 12, 2023
Contract Award	Tuesday August 1, 2023
Notice to Proceed	Thursday August 3, 2023

The City reserves the right to modify the Table 1 schedule milestones at any time during the solicitation period, including postponing the Contract Award for 60 days from the date prescribed above.

### 1.4 Pre-Proposal Conference

The City will administer a Pre-proposal Conference on **May 11<sup>th</sup>, 2023** from **2:00 – 3:00 PM**, at the Public Works Engineering Conference Room, 1025 25th Ave NE, Great Falls, MT 59404. Immediately following the meeting, a Project site visit will be conducted. Attendance is highly encouraged, however not mandatory. Candidates and any subcontractor team members may participate via Zoom video conferencing. Contact the City Project Manager for virtual meeting access credentials.

## 2.0 PROJECT DESCRIPTION

### 2.1 Facility History

The 6th Street Pump Station (Lift Station No. 1) was constructed in 1959 to convey combined sewer flows generated in neighborhoods south and east of the Missouri River to the WWTP, located on the northern bank. The contributing basin accounts for nearly 40% of the WWTP average day flow (ADF). Four sewage pumps, two low capacity and two high capacity, were installed with the original facility. As regulations progressed, the combined sewer system was separated into sanitary and storm sewer utilities. While effective, older collection infrastructure continues to experience significant inflow and infiltration (I&I) during major storm events. The pump station was upgraded in 1975 to include an influent mechanical bar screen, a second wet-well and three additional high-capacity pumps. The newer equipment, referred to as the stormwater pumps, and expanded wet-well were necessary to convey wet weather flows. The four original pumps, known as the large and small wastewater pumps, serve typical, dry weather conditions. Over the years, each of the seven pumps has been rebuilt.

The original mechanical bar screen was eventually replaced in 1985 with a 1-inch unit and later with the current 5/8-inch screen. A manually raked 1½ -inch bar screen was also installed in 1985 within a parallel bypass channel to provide redundant debris removal should the mechanical bar screen become inoperable or overloaded.

The Pump Station feeds a 24-inch ductile iron forcemain, approximately 1,750 feet in length, crossing the Missouri River and discharging to a recently constructed WWTP Flow Meter Vault. The forcemain was installed in 1979 to replace a 20-year-old cast iron pipe that ruptured within the river channel. Should the 1979 forcemain fail, similar to the October 1978 event, the station would again discharge raw sewage to the Missouri River until a new main was installed: likely a several-month exercise.

### 2.2 Project Efforts to Date

The City retained TD&H Engineering in 2020 to evaluate Lift Station No. 1 and perform an alternatives analysis for a supplemental forcemain crossing. The September 2021 *Feasibility Study for Sewage Lift Station No. 1 & Supplemental Forcemain, OF 1758.0* recommended a 24" forcemain be directionally drilled beneath the Missouri River west of the existing pipe. The new forcemain would discharge to a new flow meter vault chamber adjacent to the WWTP Primary Division Structure.

The lift station evaluation indicated rated pump capacity was sufficient for current and future average day flows and peak wet weather conditions, however the existing forcemain size was preventing stormwater pumps from operating at their potential capability. A condition inspection also revealed several minor and major components in need of replacement or repair, including check valves, level controls, slide gates, the mechanical bar screen, backup power transfer switch, structural and site elements, lighting and electrical, HVAC and plumbing systems.

A summary of replacement and improvement priorities was developed in response to Feasibility Study results and operational importance.

Following completion of the Feasibility Study, TD&H Engineering was retained in January 2021 to complete Preliminary and Final Design services for installing the redundant forcemain and

upgrading the lift station. The initial task resulted in publishing a *Draft 30% Pump Station & Forcemain Design Report* in October 2022 and a Final 30% Design Report in January 2023. The report includes supplemental facility inspections and operating data collection, geotechnical and industrial hygiene investigations, topographic surveying, buried utility locates, pipe integrity testing, permitting and code research, private utility contacts and several miscellaneous evaluations to further define the project details. Preliminary Lift Station Repair and Forcemain Drawings and Technical Specification Indices were also prepared and included in the Design Report. Finally, project delivery considerations were evaluated including independent project phasing and contractor procurement. Given the technical complexity, schedule considerations, and multi-discipline nature of the project, alternative delivery through a General Contractor Construction Management (GCCM) agreement was recommended.

### 2.3 Construction Phase Schedule

While the City expects the selected GCCM to provide recommendations for expediting the project schedule, tentative Construction Phase milestone dates are provided below for reference:

- ❖ **Notice to Proceed:** MARCH, 2024
- ❖ **Substantial Completion:** MARCH, 2025
- ❖ **Final Completion:** MAY, 2025

### 2.4 Preliminary Documents

Preliminary Project Drawings, Preliminary Specification Index and Preliminary Project Improvement Summary Table **dated April, 2023** are provided as Attachments to the RFQ/RFP, respectively. These documents supersede information presented in any previous investigation, report, figure, etc., and shall be the basis for preparing a Proposal.

The Design Consultant is TD&H Engineering (Dustin Nett, PE) 1800 River Drive North, Great Falls, MT 59401.

### 2.5 Additional References Available

Supplemental Documents known to the Owner may include boring logs, measured groundwater levels, buried utility condition assessments, laboratory test results, historical drawings or other records that could provide a greater understanding of physical conditions relating to the existing surface or subsurface at or adjacent to the Site. Previous reports identified as Supplemental Documents for this solicitation include existing system data and preliminary analysis considered by the Design Consultant during project development. Supplemental Documents identified in this provision may be examined at the following location or online:

Great Falls Builders Exchange  
325 2<sup>nd</sup> St. South  
Great Falls, MT 59405  
(406) 453-2513  
<http://gfplans.com>

The Owner makes no claims to the accuracy or suitability of the Supplemental Documents, nor shall they be made a part of the Contract. Candidates are responsible for performing independent field investigations, research, sampling, testing, data collection and technical analysis necessary to verify the information provided therein.

The following Investigations, Analysis and Reports are known to the Owner:

- 1) *“Great Falls Sewage Lift Station No. 1 and Supplemental Forcemain, Final 30% Design Report”* January 2023, TD&H Engineering
- 2) *“Feasibility Study for Sewage Lift Station No. 1 & Supplemental Forcemain”* September 2021, TD&H Engineering



### **3.0 SCOPE OF SERVICES**

#### **3.1 Preconstruction Phase Services**

Preconstruction services will be negotiated to generally reflect the summary of activities identified in Exhibit A of the “Sample” Preconstruction Phase Services Contract, the Proposal Scope of Work, supplemental recommendations of the GCCM, City and Design Consultant, and any further provisions deemed to be in the best interest of the project. The “Sample” Preconstruction Phase Services Contract and Exhibit A – Scope of Services are included as Attachments to this RFQ/RFP.

In the event an acceptable Guaranteed Maximum Price cannot be negotiated with the GCCM following the Preconstruction Phase, the City retains the sole right to terminate any further relationship with the GCCM and initiate an alternative project delivery structure for the Construction Phase.

#### **3.2 Construction Phase Services**

Upon completion of all Preconstruction Phase Service obligations and City acceptance of a Guaranteed Maximum Price, a subsequent Agreement will be executed between the City and GCCM. The Agreement will be negotiated to generally reflect provisions in the “Sample” Construction Phase Contract included as an Attachment to this RFQ/RFP. Services will incorporate Preconstruction decisions and supporting documents prepared, in part from investigations and recommendations of the GCCM. The GCCM will be responsible for administering, scheduling, coordinating, and supervising all Lift Station improvements and forcemain installation work in accordance with the Contract Documents.

The lift station and wastewater treatment plant will remain in continuous operation during construction of the Project. The selected GCCM will be responsible for maintaining normal lift station operations without interruption, providing site security and implementing all necessary safety measures to protect workers, visitors and the public throughout the project corridor. The GCCM must also coordinate with the City of Great Falls, Veolia Water, the Design Consultant all applicable agencies, utilities and stakeholders to facilitate the Work.

## 4.0 PROPOSAL REQUIREMENTS

### 4.1 Submitting a Proposal

The GCCM candidate shall submit six (6) hard copies; and one (1) electronic copy in PDF format on a thumb drive. All proposals shall be bound, sealed, and properly labeled, with the name of the GCCM candidate. Proposal packages may be hand delivered or mailed (mail must arrive by the submittal deadline) to the following:

Public Works - Engineering  
ATTN: Russell Brewer  
1025 25th Avenue NE  
Great Falls, Montana 59404

Sealed proposals must be received at the above address by the time and date indicated in the RFQ/RFP Advertisement and Section 1.3 Schedule. Proposals received after the prescribed time and date will not be considered. All supporting materials and documentation must be included with the proposal. The responsibility of timely delivery lies solely with the Candidate. Faxed and E-Mailed proposals are not acceptable.

Reference Section 7.0 CITY DISCLAIMER OF RIGHTS for City protections associated with the RFQ/RFP process.

### 4.2 Proposal Organization

The GCCM candidate shall provide all information and documentation necessary to address evaluation criteria specified in Section 5.0 EVALUATION OF PROPOSALS AND INTERVIEWS. **Proposals must be organized in accordance with the outline provided below, including a cover letter signed by an officer with the authority to commit the company.**

The Proposal may not exceed 40 double or single sided pages, including images, graphics, tables, charts, narratives or any other information the Candidate deems appropriate, with the following exemptions: transmittal letter, cover page, cover letter, divider or internal cover sheets, schedule, drawing and detail sheets. The City may adjust the page limit in response to Candidate comments at any time during the solicitation period. All Candidates will be notified by Addenda if an adjustment occurs.

At a minimum, Proposals shall provide responses and supporting documents that address each primary selection factor and specific requests identified in Section 4.3 Proposal Outline.

### 4.3 Proposal Outline

#### 1) Cover Letter

#### 2) History and Experience with Similar Projects

- a. Demonstrate Candidate's experience serving as a General Contractor for projects of similar size, type, and complexity. Include a minimum of three (3) similar projects in excess of \$5 million in the past five (5) years performed as either a GC, GCCM, CMAR, or equivalent. Indicate the Contract delivery method and Candidate's role for each project.

- b. Summarize experience and understanding of local Subcontractor skills, availability and bidding conditions with respect to project activities. Describe typical protocols for maintaining a current understanding of local labor, material and trade costs and pricing conditions. Illustrate any previous strategies to mitigate impacts from limited material, equipment or labor availability, plan and implement provisions to address market volatility and generally avoid excessive costs and delays resulting from either.
- c. Identify any Subconsultants/Subcontractors proposed for the GCCM Candidate Preconstruction Phase team along with their special skills and experience that could benefit the project.
- d. Provide a minimum of six (6) references and current contact information from the following entities familiar with the Candidate's experience of similar size, type and complexity: Two (2) Subcontractors; Two (2) Architect/Engineering firms; and Two (2) Owners/Clients. Subcontractor reference may not be from those indicated in c. above.
- e. Describe the Candidate's recent and/or current work for the City of Great Falls, if any.

**3) Financial Health, Resource Availability and Commitment**

- a. The Candidate must provide information demonstrating the financial health and capacity to bond projects up to \$10 million. The GCCM will be required to provide both Performance and Payment bonds in the amount of the GMP. A bond company letter certifying the Candidate's bonding capacity must accompany the response.
- b. Describe the Candidate's current, obligated and projected workloads. Demonstrate the capacity to meet Pre-construction and Construction Phase Project demands typical of expedited GCCM Project completion.
- c. Indicate the general availability of Candidate resources needed to execute project specific activities including, but not limited to: Subcontractors and trades, personnel, equipment, materials, delivery storage warehouse or secure facility.
- d. Describe efforts and resources the Candidate will commit to prioritize adherence to City Budget and Schedule expectations.

**4) Personnel and Office Locations(s)**

- a. Provide the names and roles for each management and/or technical team member dedicated to the Project and potential conflicts each may have during the Pre-construction and Construction Contract term. Include team members serving the following roles, at a minimum: Project and Administrative Managers, Project and/or Field Coordinators, Superintendents, Estimators, Schedulers, Safety Program, Risk Assessment and Quality Control and Managers. Identify the office location and contact information for each named team member. Provide resumes for all key personnel demonstrating individual experience with projects of similar size, type and complexity.

- b. Indicate the capacity to provide general laborers, operators, project specific trades support staff, and any other employees typical of similar projects.

## 5) Project Approach

- a. Administration - Identify organizational and communication structure, internal policies and document management protocols proposed for administering both the Preconstruction and Construction Phases.
- b. Value Engineering – Describe specific procedures to identify potential changes that would reduce project costs or improve the project value with minimal financial impact. GCCM provided recommendations should consider any and all technical, administrative and construction opportunities that may reduce project costs or expedite the completion schedule.
- c. Design Document Review – Provide the Candidate’s approach to reviewing progress design documents, including Preliminary Design investigations and reports, 60% and 90% Drawings and Technical Specifications, and conveying suggestions and recommendations with the respect to constructability, material, component and equipment selection and availability, and all other considerations identified in the included Exhibit A – Preconstruction Phase Scope of Services (Exhibit A).
- d. Scheduling – Identify all software and/or methods the Candidate has applied for CPM Scheduling of similar projects, along with the program proposed for Preconstruction and Construction activities. Indicate how the Candidate’s scheduling mechanism will support GCCM participation requested in Exhibit A. Provide a preliminary perception of the milestone dates presented in RFQ/RFP Section 2.3, and the feasibility of meeting each.
- e. Cost Estimating – Identify the methodology, resources, software and organization structure proposed for cost estimating and how it will support GCCM participation identified in Exhibit A.
- f. Materials Procurement – Clearly describe the manner in which materials and equipment would be procured during the Construction Phase. Describe how bias or favoritism will be avoided. Present strategies to mitigate impacts from limited material, equipment or labor availability, plan and implement provisions to address market volatility and generally avoid excessive costs and delays resulting from either.
- g. Subcontracting – Describe the Subcontractor selection process, including how project specific experience will be factored, bias or favoritism avoided, and City objectives integrated. Include an estimate of subcontracted vs self-performed Contract percentage. At a minimum, procedures for procuring Subcontractors within the following Project timing shall be provided:
  - i. Previously identified and proposed for Preconstruction Phase Services
  - ii. Proposed for Preconstruction Phase Services at a later date
  - iii. To provide Construction Phase Services

Procurement plan shall incorporate procedures and documents for qualifying the HDD Subcontractor described in Section 4.4 of the RFQ/RFP, and provisions of the attached "Sample" Construction Phase Contract between Owner and General Contractor/Construction Manager for alternative Subcontractor and Supplier solicitation procedures available to the GCCM.

- h. Construction – Describe the general administration and construction practices, along with and any specific measures the Candidate will employ to complete the project for less than the allocated budget.
- i. Change Orders – Considering one of the primary objectives of GCCM project delivery is limiting unforeseen conditions and associated Change Orders through early and continued design collaboration, offer a summary of project specific risks recognized during Proposal preparation followed by recommendations to minimize their potential. Present the company approach to avoiding Change Orders prior to and following Construction Contract execution.
- j. Other – Provide any supplemental information to further convey the Candidate's approach to project development and/or construction.

## 6) Pricing Structure

- a. Preconstruction Phase Scope of Services & Fee – Include an estimated fee for Preconstruction Phase Services that generally reflects GCCM requested assistance identified in Exhibit A and provisions in the "Sample" Preconstruction Phase Services Contract attached to the RFQ/RFP. With sufficient justification, Candidates may propose the addition or elimination of Exhibit A tasks if believed to result in a financial or schedule benefit.

An independent fee estimate shall be provided for each primary numerical task (eg. 1.01, 1.02, etc.) identified in Exhibit A. The Candidate may further define costs by subtask at their discretion. Individual costs shall be merged into a Total Estimated Fee for Preconstruction Phase Services. Following notifying the highest ranked Candidate and presuming negotiations between the City and GCCM Contractor are successful, the agreed upon workscope and price will be incorporated into the Preconstruction Phase Services Contract and Exhibit A.

- b. General Conditions Work – Proposal shall include separately monthly costs to support construction operations excluding overhead and general expenses. Candidate may complete the attached Form GC or prepare an independent table more representative of their company accounting structure. Reference the "Sample" Construction Phase Contract and "Sample" General Conditions of the GCCM Construction Contract for additional definitions and payment provisions. General Conditions Work pricing provided with the Proposal is described as the Guaranteed Maximum Cost for Reimbursable (GMCR) expenses for General Conditions in the "Sample" Construction Phase Contract.
- c. GC/CM Fee – Proposal shall include the Candidate's standard General Contractor's Fee. The GC/CM Fee shall be a fixed percentage of the Estimated Cost of Work identified in the GMP Agreement. Reference the "Sample" Construction Phase

Contract and "Sample" General Conditions of the GCCM Construction Contract for additional controls associated with the GC/CM Fee structure.

#### **4.4 Horizontal Directional Drilling (HDD) & Fusible HDPE Pipe Minimum Qualifications**

The Horizontal Directional Drilling (HDD) Subcontractor shall be qualified in accordance with responses to criteria outlined in an HDD Subcontractor Qualification Questionnaire to be provided by the City. GCCM will review the Draft Questionnaire and report suggestions to the Design Consultant prior to finalizing factors, review methodology and minimum qualifications of the HDD Subcontractor. The following primary benchmarks will be included in the Draft HDD Subcontractor Qualification Questionnaire and referenced for identifying HDD Subcontractors qualified to install the Missouri River Forcemain Crossing:

- a. Personnel Assigned to the Project
- b. Past Performance and Related Project Experience
- c. Equipment Availability and Condition
- d. Financial History and Bonding Capacity

Factors will be weighted most heavily toward Company experience and performance, followed by resumes of the proposed staff. While minimum HDD Subcontractor qualifications will observe all four criteria, 10-year history of successful installations with the parameters below will be expressly considered for HDD Subcontractor acceptance.

- a. Total LF of >20" HDD @ >1,500 LF
- b. Total LF of >20" HDD HDPE Pipe Material @ >1,500 LF
- c. Total LF of >20"
- d. Total LF of HDD HDPE Pipe Material

## **5.0 PROPOSAL & INTERVIEW EVALUATION**

### **5.1 GCCM Selection Process**

The City will review and score each proposal in accordance with the rubric below. The review will be conducted by a selection committee of no more than 5 members with the possible inclusion of: an Elected Official, representatives from Veolia Water, the Public Works Department, the Design Consultant, and the Project Manager.

The selection committee reserves the right to conduct optional interviews with a limited number or none of the Candidates at their discretion. Candidate's proposed Project Manager shall lead the presentation and members of the project team, including any Sub-contractors, shall participate in the presentation/interview. GCCM candidates will be responsible for interview format, including addressing three (3) questions to be provided in advance. Interviews will be limited to 45 minutes, inclusive of responding to the prescribed questions. An additional 15 minutes will be provided for equipment and/or reference material assembly and disassembly. Interviews will not be conducted for a minimum of ten (10) calendar days from the date Candidates receive an invite and interview questions. Invited Candidates that elect not to proceed shall notify the Project Manager no less than five (5) calendar days prior to their scheduled interview. The opening may then be offered to another Candidate through formal notification. While the City may reschedule at their discretion, replacement Candidate(s) shall expect to interview at the original time and date

The proposal and interview scoring system will allow for 100 and 50 maximum points, respectively, for a cumulative of 150 potential points. Total scores will be delivered to Candidates that interviewed following scoring by the selection committee, and the highest ranked firm will be requested to initiate Contract negotiations. If the parties cannot agree to Contract provisions, scope and schedule of services or corresponding fees, the City will terminate dialogue with the preliminarily selected GCCM and may initiate Contract negotiations with another qualified Candidate.

### **5.2 Proposal Scoring Rubric (100 Potential Points)**

- a. History and Experience with Projects of Similar Size, Type, and Complexity – 20 points
  - i. Public utility and wastewater headworks/pumping facility projects should be emphasized
- b. Financial Health, Resource Availability and Commitment – 20 points
- c. Personnel and Office Location(s) – 20 points
- d. Project Approach – 20 points
- e. Pricing Structure – 20 points

### **5.3 Interview Scoring Rubric (3 Questions and Discussion, 50 Potential Points)**

- a. Open Question and Discussion - 10 points
- b. Volatility of Construction Market Question and Discussion – 20 points
- c. Project Specific Question and Discussion – 20 points

## 6.0 CONTRACT

- 1) The contracting parties will be the City of Great Falls and the GCCM Candidate selected to provide Preconstruction Phase Services as described herein. A "Sample" Preconstruction Phase Services Contract and Exhibit A – Scope of Services is provided with the RFQ/RFP for Candidate reference. While the selected GCCM may request minor amendments to the "Sample" Contract and Exhibit A activities, the City Legal Department will review each request for substantive impacts and provide instructions where necessary.
- 2) A subsequent construction Contract will be negotiated upon City acceptance of the Guaranteed Maximum Price (GMP). A "Sample" Construction Phase Contract and "Sample" General Conditions of the GCCM Construction Contract are attached to the RFQ/RFP. Similar to the Preconstruction Phase Services Contract, the City intends to execute the "Sample" Agreement with minimal revisions, however the GCCM may submit proposed modifications for City Legal Department review.
- 3) The Construction Phase Contract will be supplemented to include, but not limited to, the following documents agreed to by the parties: RFQ/RFP Documents and GCCM Proposal, Guaranteed Maximum Price Agreement, Drawings, Specifications and Addenda, Conditions of the Contract (General, Supplementary and other Conditions), Performance and Payment Bonds at 100% of the GMP, Certificates of Insurance, Montana Prevailing Wage Rates, and any applicable contractual or technical documents identified during the Preconstruction Phase.
- 4) The Candidate shall secure insurance coverage in accordance with provisions of the "Sample" Preconstruction Phase Services Contract, attached hereto, or request and receive waiver approval from the City.
- 5) The GCCM and all subcontractors must comply with State of Montana Prevailing Wage Rates adopted and effective on the Contract execution date.



## 7.0 CITY DISCLAIMER OF RIGHTS

All proposals submitted in response to this RFQ/RFP shall become the property of the City and public records and, as such, may be subject to public review. The City will not be responsible for any Proposal or Interview preparation costs. Interested Candidates shall agree to be bound in this respect and waive all claims to such fees and costs. The following are additional City protections associated with this solicitation.

- 1) The City reserves the right terminate this solicitation at any time; to accept or reject any and all Proposals; to amend the RFQ/RFP document; to waive irregularities, informalities or failures to conform to the RFQ/RFP; to modify the RFQ/RFP schedule, including postponing the Contract Award for 60 days from the date prescribed in Table 1; to award one or more Contracts; to terminate dialogue with the preliminarily selected GCCM and initiate Contract negotiations with another qualified Candidate; or end negotiations with any/all Candidates and postpone the project indefinitely or readvertise for GCCM Proposals. Interested Candidates will be notified by email or Addenda if the procurement is cancelled or amended, respectively.
- 2) At their discretion, the City may reject Proposals from any individual/company that previously failed to meet Contract obligations and performance standards to the City's satisfaction. In particular, frequent construction delays, repeated requests for additional compensation and/or project duration, failure to acknowledge the legitimacy of procedural, technical and legal provisions of the Contract and disregard for City or Design Consultant instructions will be considered. Proposals may also be rejected from any individual/company not currently in a position to satisfactorily perform GCCM services as determined by the City.
- 3) The Preconstruction Agreement integrate the Scope of Services provided in the Candidate's Proposal with the attached "Sample" Preconstruction Phase Services Contract and Exhibit A – Scope of Services. The Final Agreement presented to the GCCM may differ from that provided herein as negotiations progress and adjustments are made to reflect services to be provided.
- 4) By submitting a Proposal, Candidates acknowledge the City retains comprehensive authority to reject or accept any Proposal as they see fit regardless of procedures and criteria described in the RFQ/RFP, and accordingly, the Candidates waive all rights to protest or seek legal remedies in response to any action of the City with respect to this solicitation.
- 5) Proceeding with Construction Phase Services is subject to the availability of funds.

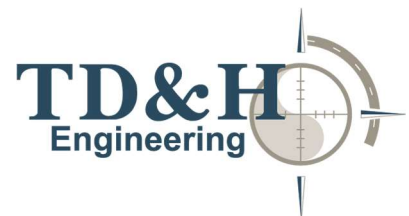
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# **ATTACHMENT A**

**Preliminary Specification Index**

**April, 2023**

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**PRELIMINARY SPECIFICATIONS**

**For**

**SEWAGE LIFT STATION NO. 1 AND SUPPLEMENTAL FORCEMAIN IMPROVEMENTS  
O.F. 1758.1**

**APRIL, 2023**



**Specifications Filed in the  
Office of the City Engineer**

On \_\_\_\_\_ **2024**

**Christoff Gaub, Public Works Director  
Jesse Patton, City Engineer**

**IN COOPERATION WITH**

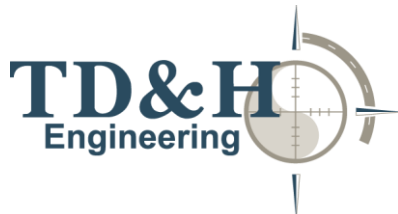


**AND**



**TD&H Job No. 21-217**

1800 River Drive North  
Great Falls, MT 59401



406.761.3010  
tdhengineering.com

**CITY OF GREAT FALLS, O.F. #1758.1**  
**SEWAGE LIFT STATION NO. 1 AND SUPPLEMENTAL FORCEMAIN IMPROVEMENTS**  
**PRELIMINARY SPECIFICATION INDEX**

Contract shall be familiar with provisions of the Montana Public Works Standard Specifications (MPWSS) and maintain a reference copy at the project site during the Contract period. A copy of the MPWSS will not be furnished to bidders or the successful Contractors by the Owner or Engineer. Copies of the Montana Public Works Standard Specifications, Seventh Edition are available through the following organization:

Montana Contractors' Association, Inc.  
717 11<sup>th</sup> Avenue  
P.O Box 4519  
Helena, Montana 59604

Telephone: (406) 442-4162  
FAX: (406) 449-3199

The "Montana Public Works Standard Specifications (MPWSS), April 2021 Seventh Edition", including any Addenda thereto, are hereby incorporated into these Contract Documents by reference. This includes, but is not limited to, the following technical and administrative sections:

**DELETE PART 4 MEASUREMENT AND PAYMENT from each MPWSS specification section.**

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REFERENCES (MPWSS) .....	SECTION 01090
SUBMITTALS (MPWSS) .....	SECTION 01300
Schedule of Submittals	
OPERATION AND MAINTENANCE MANUAL INFORMATION .....	SECTION 01301
CONTRACTOR QUALITY CONTROL AND OWNER QUALITY ASSURANCE (MPWSS) .....	SECTION 01400
STRUCTURAL TESTS AND SPECIAL INSPECTIONS .....	SECTION 01450
CONSTRUCTION AND TEMPORARY FACILITIES (MPWSS) .....	SECTION 01500
CONSTRUCTION TRAFFIC CONTROL (MPWSS) .....	SECTION 01570
COMMISSIONING .....	SECTION 01650
DEMONSTRATION AND TRAINING .....	SECTION 01670
CONTRACT CLOSEOUT (MPWSS).....	SECTION 01700

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POLYCHLORINATED BIPHENYLS IN PAINT ABATEMENT ..... SECTION 02084

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BOXES, WATER SERVICES AND FIRE HYDRANTS TO GRADE (MPWSS) ... SECTION 02113

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SUB-BASE COURSE ..... SECTION 02234

CRUSHED BASE COURSE (MPWSS)..... SECTION 02235

DIRECTIONAL BORING.....SECTION 02290

ASPHALT PRIME AND/OR TACK COAT (MPWSS)..... SECTION 02502

ASPHALT CONCRETE PAVEMENT (MPWSS)..... SECTION 02510

CONCRETE CURB AND GUTTER (MPWSS) ..... SECTION 02528

PAVEMENT MARKINGS AND MARKERS (MPWSS)..... SECTION 02581

PIPELINE PRESSURE AND LEAKAGE TESTING ..... SECTION 02704

SANITARY SEWER COLLECTION SYSTEMS (MPWSS) ..... SECTION 02730

BUTT FUSION OF HDPE PIPE.....SECTION 02790

FENCING ..... SECTION 02801

TREE PROTECTION.....SECTION 02911

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CAST-IN-PLACE CONCRETE ..... SECTION 03300

CONCRETE, FINISHING, PLACING, AND CURING.....SECTION 03350

FOUNDATION CRACK SEALING.....SECTION 03500

GROUTING.....SECTION 03600

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PIPING SPECIALTIES ..... SECTION 15080

PIPING - GENERAL ..... SECTION 15200

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CONTROL SYSTEM ..... SECTION 16921

INSTRUMENTATION AND FIELD MOUNTED DEVICES ..... SECTION 16950

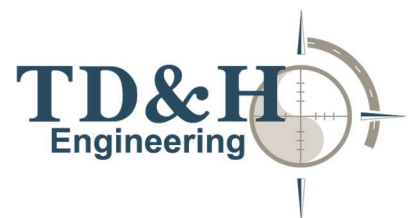


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# ATTACHMENT B

Preliminary Project Drawings  
April, 2023

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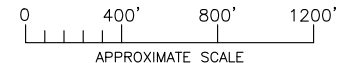


# PRELIMINARY PROJECT DRAWINGS FOR SEWAGE LIFT STATION NO. 1 AND SUPPLEMENTAL FORCEMAIN IMPROVEMENTS

GREAT FALLS, MONTANA  
OFFICE FILE NO. (O.F.) 1758.1  
**APRIL, 2023**

## SHEET INDEX

SHEET	DESCRIPTION
C1.0	COVER SHEET
C2.0	NOTES, ABBREVIATIONS AND LEGEND
C2.1	EXISTING SITE TOPOGRAPHY, SHEET INDEX MAP AND BORE HOLE LOCATIONS
C3.0	OVERALL FORCEMAIN PLAN, HDD NOTES AND SURVEY CONTROL
C3.1	RIVERSIDE PARK EQUIPMENT STAGING AREA (PIPE SIDE)
C3.2	RIVERSIDE PARK PIPE STAGING PATH
C3.3	WWTP EQUIPMENT STAGING AREA (DRILL ENTRY SIDE)
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C4.2	PLAN AND PROFILE - SOUTH SIDE FORCEMAIN EXPANDED LIFT STATION AREA
C4.3	PLAN AND PROFILE - REPLACEMENT FORCEMAIN, STA 1+00 TO 1+62
C4.4	LIFT STATION PARKING LOT AND DRIVEWAY REPAIRS AND DETAILS
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C7.0	VALVE VAULTS PLANS & DETAILS
C8.0	DETAILS
C8.1	DETAILS
P1.0	PROCESS NOTES, LEGEND AND ABBREVIATIONS
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P2.1	LIFT STATION NO. 1 IMPROVEMENTS - BUILDING SECTION
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P3.0	LIFT STATION NO. 1 IMPROVEMENTS - EXISTING BAR SCREEN AND PRESS PLAN
P3.1	LIFT STATION NO. 1 IMPROVEMENTS - EXISTING BAR SCREEN AND SECTIONS
P3.2	LIFT STATION NO. 1 IMPROVEMENTS - NEW BAR SCREEN AND PRESS PLAN
P3.3	LIFT STATION NO. 1 IMPROVEMENTS - NEW BAR SCREEN AND SECTIONS
P4.0	LIFT STATION NO. 1 IMPROVEMENTS - SLIDE GATE REPLACEMENT DETAILS
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P4.2	LIFT STATION NO. 1 IMPROVEMENTS - WASTEWATER PLUG VALVES
P4.3	LIFT STATION NO. 1 IMPROVEMENTS - STORM PUMP BALL CHECK VALVE AND PUMP COLUMNS
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S1.1	GENERAL STRUCTURAL NOTES
S1.2	TYPICAL DETAILS
S2.0	FOUNDATION PLAN
S2.1	TOP PLATFORM PLAN
S3.0	SECTIONS
S4.0	DETAILS
M0.1	MECHANICAL LEGEND AND SCHEDULES
MD1.0	MECHANICAL DEMOLITION PLANS
M1.0	MECHANICAL PLANS
E0.1	ELECTRICAL LEGEND AND SCHEDULES
E0.2	ELECTRICAL ONE LINE
E1.0	ELECTRICAL LIGHTING PLANS
E2.0	ELECTRICAL POWER PLANS
TOTAL 43 SHEETS	



SITE LOCATION MAP

NOT FOR  
CONSTRUCTION

REV	DATE	REVISION



DRAWN BY: MWC  
DESIGNED BY: CNL/NMR  
QUALITY CHECK: DDN  
DATE: 04.14.2023  
JOB NO. 21-217  
FIELDBOOK

SEWAGE LIFT STATION NO. 1 AND SUPPLEMENTAL FORCEMAIN IMPROVEMENTS  
GREAT FALLS, MONTANA O.F. 1758.1

COVER SHEET

J:\2021\21-217 COGF Sewage Lift Sta No 1\_Supp Forcemain\CADD\CIVIL\21-217-001-C1.0.dwg, 4/17/2023 10:46:18 AM, MWC

## GENERAL NOTES:

- NOTIFY ALL UTILITY COMPANIES IN WRITING AND BE RESPONSIBLE FOR SECURING THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING EXCAVATION.
- ALL POWER, TELEPHONE AND OTHER UTILITY POLES OR GUY WIRES WHICH INTERFERE WITH THE CONSTRUCTION SHALL BE REMOVED OR RELOCATED BY THE UTILITY COMPANY OR TEMPORARY POWER POLE SHORING SHALL BE INSTALLED BY THE CONTRACTOR DURING CONSTRUCTION. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY PRIOR TO CONSTRUCTION.
- EXCAVATE ALL UTILITY CROSSINGS IDENTIFIED ON THE PLANS PRIOR TO BEGINNING TRENCH EXCAVATION TO ENSURE CROSSING CLEARANCE. NOTIFY THE CITY OF GREAT FALLS PUBLIC WORKS DEPARTMENT PRIOR TO EXCAVATION.
- OBTAIN ALL NECESSARY PERMITS UNLESS OTHERWISE IDENTIFIED IN THE SPECIFICATIONS.
- ALL STREET & TRAFFIC SIGNS THAT INTERFERE WITH CONSTRUCTION SHALL BE REMOVED & RESET.
- REMOVE AND REINSTALL ANY OBSTACLE (FENCES, CONCRETE SLABS, MAILBOXES, STREET MONUMENTS, LANDSCAPE FEATURES, RECREATIONAL EQUIPMENT, PARKING BLOCKS, ETC.) THAT INTERFERE WITH CONSTRUCTION UPON APPROVAL OF PROJECT ENGINEER. STREET MONUMENT REPLACEMENT SHALL BE ESTABLISHED BY A LICENSED LAND SURVEYOR REGISTERED IN THE STATE OF MONTANA.
- ALL CONSTRUCTION SHALL CONFORM TO MPWSS (LATEST EDITION), MODIFICATIONS TO MPWSS DESCRIBED IN THE SPECIFICATIONS AND CITY OF GREAT FALLS DESIGN CRITERIA & SPECIAL CONDITIONS.
- ALL DISTURBED PAVEMENT AND BASE COURSE SHALL BE REPLACED IN ACCORDANCE WITH THE SPECIFICATIONS.
- PROVIDE ALL TRAFFIC CONTROL IN ACCORDANCE WITH CURRENT M.U.T.C.D. STANDARDS. REFERENCE SPECIFICATION SECTION 00850 - SPECIAL PROVISIONS FOR ADDITIONAL TRAFFIC CONTROL REQUIREMENTS.
- VERIFY CLASS AND DIAMETER OF EXISTING PIPES FOR CONNECTIONS.
- CITY ENGINEER'S OFFICE SHALL BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO BEGINNING ANY WORK.
- CURB AND GUTTER REPLACEMENT SHALL MATCH EXISTING TYPE (STANDARD OR ROLL-OVER).
- RESTORE ALL GRASS AREAS DISTURBED BY CONSTRUCTION ACCORDING TO LANDSCAPING PLANS. SEE SPECIFICATIONS.
- WHERE CURB, GUTTER OR SIDEWALK MUST BE REMOVED & REPLACED, DEMO SHALL EXTEND TO THE NEAREST CONTROL JOINT BEYOND LIMITS IDENTIFIED ON THE PLANS. ADDITIONAL REMOVE AND REPLACE QUANTITIES BEYOND PLAN LIMITS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. NO ADDITIONAL PAYMENT SHALL BE MADE TO ACCOUNT FOR THESE QUANTITIES.
- ELECTRONIC DESIGN FILES IN CIVIL 3D VERSION 2013 AVAILABLE FOR CONSTRUCTION STAKING UPON REQUEST AND EXECUTION OF TDH "ELECTRONIC MEDIA WAIVER OF RESPONSIBILITY" FORM. ANY OTHER FORMAT OR SOFTWARE WILL REQUIRE PAYMENT FOR CONVERSION.
- ADJUST ALL MANHOLE COVERS, VALVE BOXES, INLET GRATES, ETC. TO FINISHED SURFACE GRADE PER SPECIFICATION SECTION 02113.
- MATCH EXISTING ELEVATION AT ALL CURB & GUTTER FLOW LINE, TOP OF CURB AND SIDEWALK TRANSITIONS FROM NEW TO EXISTING.
- COORDINATE ALL GAS LINE MODIFICATIONS WITH ENERGY WEST (TONY PETRAKOWSKI @ 406-791-7563).
- ALL CULVERTS AND DRAINAGE DITCHES AFFECTED BY CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITION.
- PROTECT TREES, SHRUBS AND BUSHES AS NECESSARY FOR CONSTRUCTION UNLESS OTHERWISE NOTED ON THE PLANS.
- PROTECT ALL EXISTING BUILDINGS AND OTHER IMPROVEMENTS FROM DAMAGE DURING CONSTRUCTION. REFER TO THE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- EXCESS EXCAVATED MATERIAL INCLUDING PIPE, STUMPS, ROOTS AND ANY OTHER ITEMS THE OWNER DOES NOT REQUEST TO SALVAGE SHALL BECOME CONTRACTOR'S PROPERTY AND SHALL BE REMOVED FROM THE SITE AND DISPOSED OF PROPERLY, INCIDENTAL TO THE CONTRACT.
- CONTRACTOR SHALL PROCURE AND COORDINATE STORAGE AND SPOIL PILE SITES INCIDENTAL TO THE CONTRACT. SUBMIT PROPOSED SITE INFORMATION TO THE ENGINEER AND THE OWNER. ALL STOCKPILE MUST BE CONTAINED WITH SILT FENCE.
- ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES SHALL BE IN PLACE PRIOR TO BEGINNING CONSTRUCTION. THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES SHALL BE INSTALLED, MONITORED AND MAINTAINED BY THE CONTRACTOR UNTIL FINAL VEGETATIVE COVERAGE HAS BEEN ESTABLISHED AND ACCEPTED BY THE OWNER.
- ALL CONSTRUCTION ACTIVITY SHALL BE CONTAINED WITHIN EASEMENTS, CITY PARKS AND ROAD RIGHT-OF-WAY. DO NOT ENTER PRIVATE PROPERTY WITHOUT WRITTEN PERMISSION OF OWNER.
- REPAIR/REPLACE ALL IRRIGATION SYSTEMS DAMAGED BY CONSTRUCTION. INSTALL NEW IRRIGATION PIPING, NOZZLES AND VALVES AS REQUIRED. SYSTEM OPERATION MUST BE TESTED AND ACCEPTED BY THE OWNER. PAYMENT SHALL BE INCIDENTAL TO OTHER WORK.
- REPAIR/REPLACE ANY UTILITY (SEWER, STORM DRAIN, GAS, TELEPHONE, ETC.) DAMAGED BY CONSTRUCTION UNLESS OTHERWISE NOTED ON PLANS. REPAIR/REPLACE SHALL BE IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL CODES AND AFFECTED UTILITY COMPANY STANDARDS. PAYMENT SHALL BE INCIDENTAL TO OTHER WORK.
- CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING PROJECT WORK SCHEDULES WITH THAT OF OTHER CONTRACTORS WORKING IN THE GENERAL VICINITY OF THE PROJECT SITE. REFERENCE SPECIFICATION SECTION 00850 - SPECIAL PROVISIONS FOR ADDITIONAL TRAFFIC CONTROL REQUIREMENTS.
- CONTRACTOR IS RESPONSIBLE TO REMAIN WITHIN THE CONSTRUCTION LIMITS AND FOR RESTORATION OF DISTURBED AREAS IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.
- EASEMENT CORRIDORS REPRESENT PERMANENT AND TEMPORARY PIPELINE CONSTRUCTION EASEMENTS SECURED AND AGREED UPON BETWEEN THE CITY OF GREAT FALLS AND THE PRIVATE PROPERTY OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR ASSEMBLING AND INSTALLING THE TRANSMISSION PIPELINE WITHIN THESE EASEMENTS. SHOULD A DEVIATION OUTSIDE THE EASEMENTS OCCUR, CONTRACTOR SHALL NOTIFY THE ENGINEER FOR A DETERMINATION OF CORRECTIVE ACTION FOR WHICH THE CONTRACTOR SHALL BE FULLY RESPONSIBLE.

## UTILITY LOCATION

THE LOCATIONS OF UNDERGROUND UTILITIES REPRESENTED ON THIS DRAWING HAVE BEEN DETERMINED FROM A FIELD SURVEY AND FROM RECORDS OBTAINED FROM THE VARIOUS UTILITY COMPANIES. THE NUMBER AND LOCATIONS OF ALL UNDERGROUND UTILITIES SHOWN ARE FOR INFORMATIONAL PURPOSES ONLY. THE CONTRACTOR SHALL MAKE HIS OWN INVESTIGATION TO OBTAIN THE EXACT INFORMATION NECESSARY TO PROTECT OR ACCESS ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL CALL THE FOLLOWING NUMBER FOR ASSISTANCE:  
1-800-424-5555 (OR 811)

**"CALL BEFORE YOU DIG"**

## SANITARY SEWER NOTES

- SEWER FORCEMAIN PIPE TO BE C905 DR21 PVC PRESSURE PIPE ON NORTH AND SOUTH SIDES OF THE RIVER. SEE HDD NOTES ON SHEET 3.0 FOR RIVER CROSSING FORCEMAIN. SEE PLANS FOR SIZES. FORCEMAINS SHALL BE INSTALLED ON UNIFORM GRADES AS NECESSARY TO PREVENT LOCAL OR INTERMEDIATE HIGH SPOTS WHERE AIR CAN COLLECT.
- MAINTAIN A MINIMUM OF 6.5 FEET OF COVER OVER THE NEW FORCEMAIN. INSULATION SHALL BE PROVIDED FOR ANY PORTION OF THE FORCEMAIN NOT HAVING 6.5 FEET OF COVER (INCLUDING DITCH OR CULVERT CROSSINGS). IF NOT DETAILED ON PLANS, PROVIDE 2 INCHES OF INSULATION FOR EVERY 1 FOOT OF COVER UNDER 6.5 FEET.
- ALL EXISTING CITY FORCEMAIN VALVES SHALL BE OPERATED BY CITY OF GREAT FALLS UTILITIES DEPARTMENT PERSONNEL. PROVIDE 48 HOURS NOTICE PRIOR TO SCHEDULED VALVE OPERATION.
- EXCAVATE, REVIEW AND CONFIRM ALL EXISTING PIPE DIMENSIONS WHERE FLANGES, COUPLING, CUT IN OR OTHER CONNECTIONS TO EXISTING PIPE ARE REQUIRED BEFORE PURCHASING FITTINGS.
- ALL FORCEMAIN FITTINGS SHALL BE DUCTILE IRON (D.I.) MECHANICAL JOINT (M.J.) FITTINGS UNLESS OTHERWISE NOTED ON THE PLANS. ALL DUCTILE IRON FITTINGS, VALVES, ETC. SHALL BE DOUBLE WRAPPED IN POLYETHYLENE.
- WRAP ALL BOLTS ON BURIED MECHANICAL AND FLANGED JOINTS, RESTRAINTS, COUPLINGS AND VALVES WITH A WAX-TAPE SYSTEM IN ACCORDANCE WITH THE SPECIFICATIONS.
- CONTRACTOR SHALL INSTALL CONCRETE THRUST BLOCKS AT ALL FORCEMAIN FITTINGS AND VALVES AS DESCRIBED IN THE DETAILS IN THE SPECIFICATIONS.
- JOINT RESTRAINTS SHALL BE INSTALLED AS SHOWN ON THE PLANS WITHIN THE MINIMUM DISTANCES FROM FITTINGS AS IDENTIFIED IN THE JOINT RESTRAINT TABLE PROVIDED XXXX.
- INSTALL DETECTABLE WARNING TAPE CENTERED OVER ALL SEWER LINES AND SERVICES. INSTALL TAPE A MINIMUM OF 18 INCHES AND MAXIMUM OF 24 INCHES BELOW FINISHED GRADE.
- TRACER WIRE SHALL BE INSTALLED IN ACCORDANCE WITH THE CONSTRUCTION DRAWINGS AND SPECIFICATIONS.
- CONSTRUCTION DEWATERING WILL BE NECESSARY DEPENDING ON PROJECT LOCATION AND TIME OF YEAR. REFERENCE SPECIFICATION SECTION 00850 (SPECIAL PROVISIONS) FOR CONSTRUCTION DEWATERING AND ASSOCIATED PERMIT REQUIREMENTS.
- CONSTRUCTION WATER DISPOSAL INCLUDING HDD AND BURIED PIPE TESTING WATER SHALL BE COORDINATED WITH AND APPROVED BY THE CITY OF GREAT FALLS ENGINEERING, UTILITIES AND ENVIRONMENTAL DEPARTMENTS. POTENTIAL HDD AND BURIED PIPE WATER DISCHARGE LOCATIONS ARE IDENTIFIED ON THE PLANS.

## PAVING NOTES

- REPLACE ALL PAVEMENT MARKINGS DISTURBED BY CONSTRUCTION AND WHERE IDENTIFIED ON PLANS.
- ASPHALT OVER 3" THICK SHALL BE PLACED IN 2 LIFTS.
- PAVEMENT REPLACEMENT SECTION VARIES. SEE SHEET C7.1 FOR VARIOUS SECTIONS.
- PAVEMENT REPLACEMENT MUST MATCH EXISTING ROAD GRADES. IF NECESSARY, CONTRACTOR SHALL REMOVE/REPLACE AN ADDITIONAL 2" MINIMUM ASPHALT BEYOND ROADWAY CENTER LINE TO ALLOW FOR THE PROPER REPLACEMENT OF THE CROWN AT ITS EXISTING LOCATION.

## ABBREVIATIONS

AMERICANS DISABILITIES ACT AND	ADA &	EAST/EASTING	E	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION	O.S.H.A.
APPROXIMATE	APPROX	ELEVATION	EL OR ELEV	ON CENTER	O.C.
ARC LENGTH	AL	EXCAVATION	EXC	OVERHEAD	OH
ARCH REINFORCED CONCRETE PIPE	ARCP	EXISTING	EXIST	OUTSIDE DIAMETER	O.D.
ASBESTOS-CEMENT PIPE	ACP	FEET/FOOT	FT.	POINT OF INTERSECTION	PI
AMERICAN ASSOCIATION OF STATE OF HIGHWAY TRANSPORTATION OFFICIALS	AASHTO/ASHTO	FLOW LINE	FL	POLYVINYL CHLORIDE	PVC
AMERICAN SOCIETY FOR TESTING AND MATERIALS	ASTM	FUSIBLE POLYVINYL CHLORIDE	FPVC	RADIUS	R
AT	@	HORIZONTAL DIRECTIONAL DRILL (DRILLING)	HDD	REINFORCED CONCRETE PIPE	RCP
AVENUE	AVE	HYDRANT	HYD	REQUIRED	REQ'D
BENCH MARK	BM	INVERT ELEVATION	I.E. OR INV	RIGHT	RT
CONCRETE CYLINDER PIPE	CCP	LEFT	LT	SCHEDULE	SCH
CAST IRON PIPE	CIP	LINEAR FEET	L.F.	SOUTH	S
CLEAR	CLR	MANHOLE	MH	SQUARE FEET	SF
COMMUNICATION	COMM	MAXIMUM	MAX.	SQUARE YARD	SY
CONCRETE	CONC.	MINIMUM	MIN.	STATION	STA.
CONTROL POINT	CP	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES	M.U.T.C.D.	STAINLESS STEEL	S.S.
DEGREE	DEG OR °	MONTANA DEPARTMENT OF TRANSPORTATION	MDT	STANDARD	STD
DIAMETER	DIA OR Ø	MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS	MPWSS	STREET	ST.
DUCTILE IRON	D.I.	NATIONAL PIPE THREAD	NPT	TOP OF CURB	TC
EACH WAY	EW	NORTH/NORTHING	N	TYPICAL	TYP
		NUMBER	NO. OR #	VERTICAL	V OR VERT.
				VITRIFIED CLAY PIPE	VCP
				WEST	W
				WITH	W/

## ESTIMATED CONSTRUCTION QUANTITIES

MATERIAL QUANTITIES IDENTIFIED ON THE CONSTRUCTION DRAWINGS ARE FOR GENERAL INFORMATIONAL PURPOSES ONLY. CONTRACTOR SHALL VERIFY ALL CONSTRUCTION QUANTITIES PRIOR TO ORDERING MATERIALS.

## LEGEND

NEW	EXISTING	DESCRIPTION
		ASPHALT REPLACEMENT
		BARRIER POST
		BOULDERS (LARGE)
		BORE HOLE
		BUILDING
		BUSH OR SHRUB
		CABLE TV RISER
		CABLE TV - UNDERGROUND
		CENTERLINE MONUMENT
		CONCRETE
		CONTOUR
		CONTROL POINT
		CURB BOX
		CURB & GUTTER
		EASEMENT LINE
		EDGE OF ASPHALT
		EDGE OF GRAVEL
		ELECTRICAL BOX
		ELECTRIC - OVERHEAD
		ELECTRIC - UNDERGROUND
		ENCASEMENT PIPE (STEEL)
		FENCE - CHAIN LINK
		FENCE - WIRE
		FIBER-OPTIC - UNDERGROUND
		FIRE HYDRANT
		GAS
		GAS VALVE
		GATE
		GROUNDING ROD/SNAKE PIT
		GUARD RAIL
		GUY WIRE
		INLET
		INLET & INLET APRON
		IRRIGATION LINE
		IRRIGATION VALVE
		LIGHT POLE
		MAILBOX
		PAINT STRIPE
		POWER POLE
		PROPERTY LINE
		RAILROAD
		RETAINING WALL
		SANITARY SEWER
		SANITARY SEWER MANHOLE
		SATELLITE DISH
		SPOT ELEVATIONS
		SPRINKLER
		STORM DRAIN
		STORM DRAIN MANHOLE
		TELEPHONE MANHOLE
		TELEPHONE RISER
		TELEPHONE - UNDERGROUND
		TRAFFIC SIGN
		TREE - CONIFEROUS
		TREE - DECIDUOUS
		TREE LINE
		WATER EDGE
		WATERLINE
		WATERLINE REDUCER
		WATER VALVE
		WATER VALVE - GATE
		WATER VALVE - BUTTERFLY
		WATERLINE - DIRECTIONAL DRILL

## SCALING NOTE

DRAWING SHEETS PRINTED FROM ADOBE PDF ELECTRONIC FILES ARE NOT TO SCALE. VERIFY PRINTED SHEET SCALES FROM THE BAR SCALES LOCATED ON THE PLAN SHEETS

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SEWAGE LIFT STATION NO. 1 AND SUPPLEMENTAL FORCEMAIN IMPROVEMENTS  
GREAT FALLS, MONTANA O.F. 1758.1

NOTES, ABBREVIATIONS AND LEGEND

21-217-002-C2.0.DWG

SHEET C2.0

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**SEWAGE LIFT STATION NO. 1 AND SUPPLEMENTAL FORCEMAIN IMPROVEMENTS  
 GREAT FALLS, MONTANA O.F. 1758.1**

**EXISTING SITE TOPOGRAPHY, SHEET INDEX MAP  
 AND BORE HOLE LOCATIONS**



BORE HOLE	NORTHING	EASTING	ELEVATION
B-1 (2020)	1196063.73	1524792.42	3294.9
B-2 (2020)	1196175.26	1525120.15	3294.3
B-5 (2020)	1198081.72	1525435.09	3299.6
VB-1 (2021)	1198307.93	1525415.18	3301.3
B-1 (2022)	1196347.49	1525178.88	3296.4
B-2 (2022)	1196794.97	1525161.89	3285.1
B-3 (2022)	1197130.48	1525306.49	3285.8
B-4 (2022)	1197499.76	1525256.00	3286.3
B-5 (2022)	1197789.29	1525411.43	3288.8

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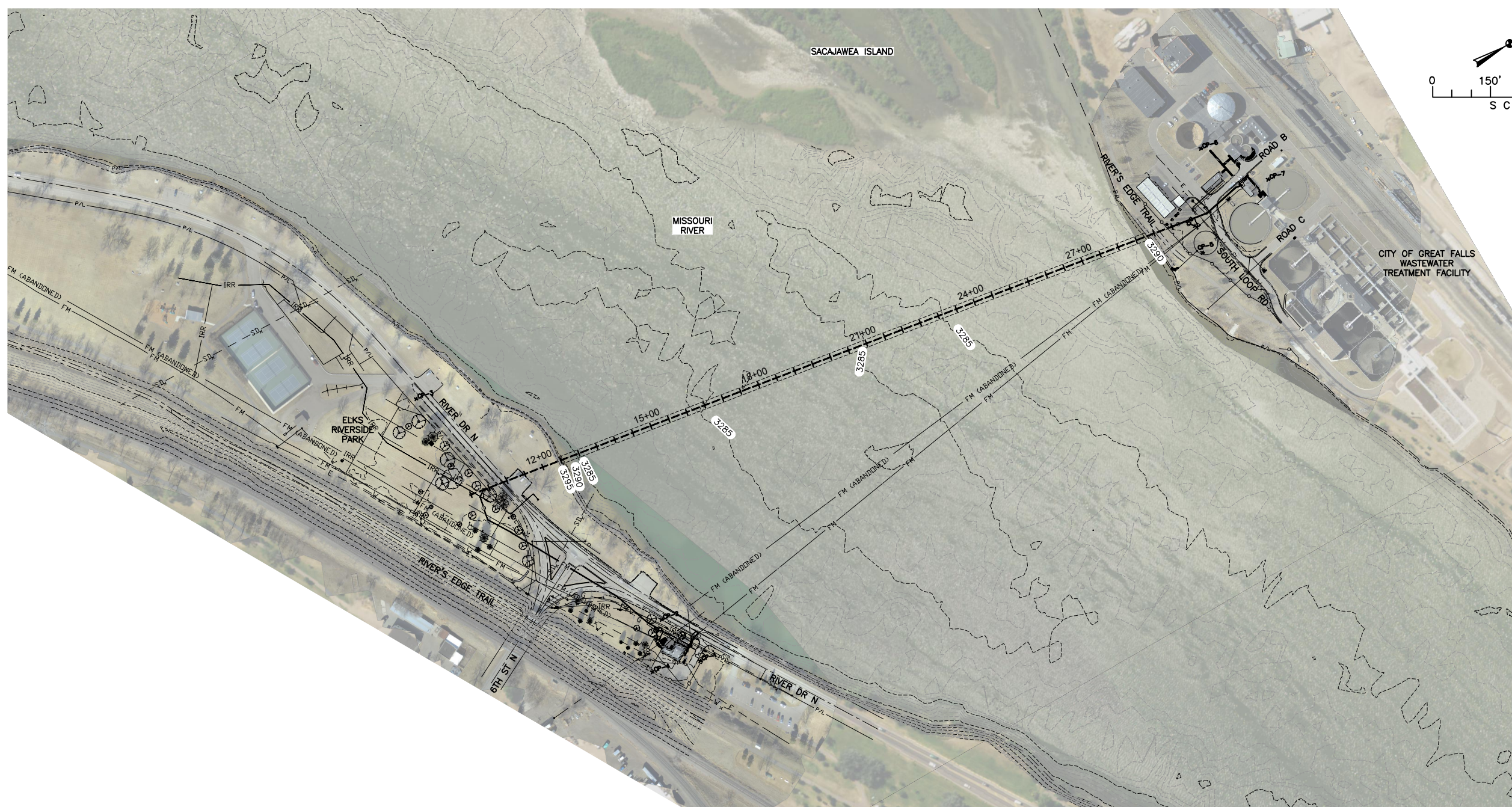
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SEWAGE LIFT STATION NO. 1 AND SUPPLEMENTAL FORCEMAIN IMPROVEMENTS  
 GREAT FALLS, MONTANA O.F.1758.1  
 OVERALL FORCEMAIN PLAN,  
 HDD NOTES AND SURVEY CONTROL



**SURVEY DATA**

POINT	NORTHING	EASTING	DESCRIPTION
CP-1	1196471.154	1525782.51	CP, 5/8" RBR W/RCP
CP-2	1196438.043	1525639.732	CP, LARGE NAIL IN HUB
CP-3	1196172.798	1524824.309	CP, LARGE NAIL IN HUB
CP-4	1196349.482	1525745.796	CP, LARGE NAIL IN HUB
CP-5	1198131.917	1525516.467	CP, HUB AND TAC
CP-6	1198263.181	1525280.117	CP, HUB AND TAC
CP-7	1198374.435	1525437.070	CP, HUB AND TAC

HORIZONTAL COORDINATES ARE GROUND, INTERNATIONAL FEET, AND WERE PROJECTED WITH SURVEY QUALITY GPS FROM THE TD&H CONTROL POINT #509. TO CONVERT TO MONTANA STATE PLANE, ZONE 2500, MULTIPLY TIMES THE COMBINED SCALE FACTOR OF 0.9992730489, ABOUT AN ORIGIN OF (0,0).

VERTICAL DATUM IS CITY OF GREAT FALLS, U.S. SURVEY FEET, AND WAS PROJECTED WITH SURVEY QUALITY GPS FROM THE TD&H CONTROL POINT #509. TO CONVERT TO NAVD88, GEOID18, ADD 19.15'.

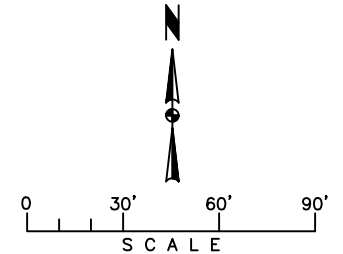
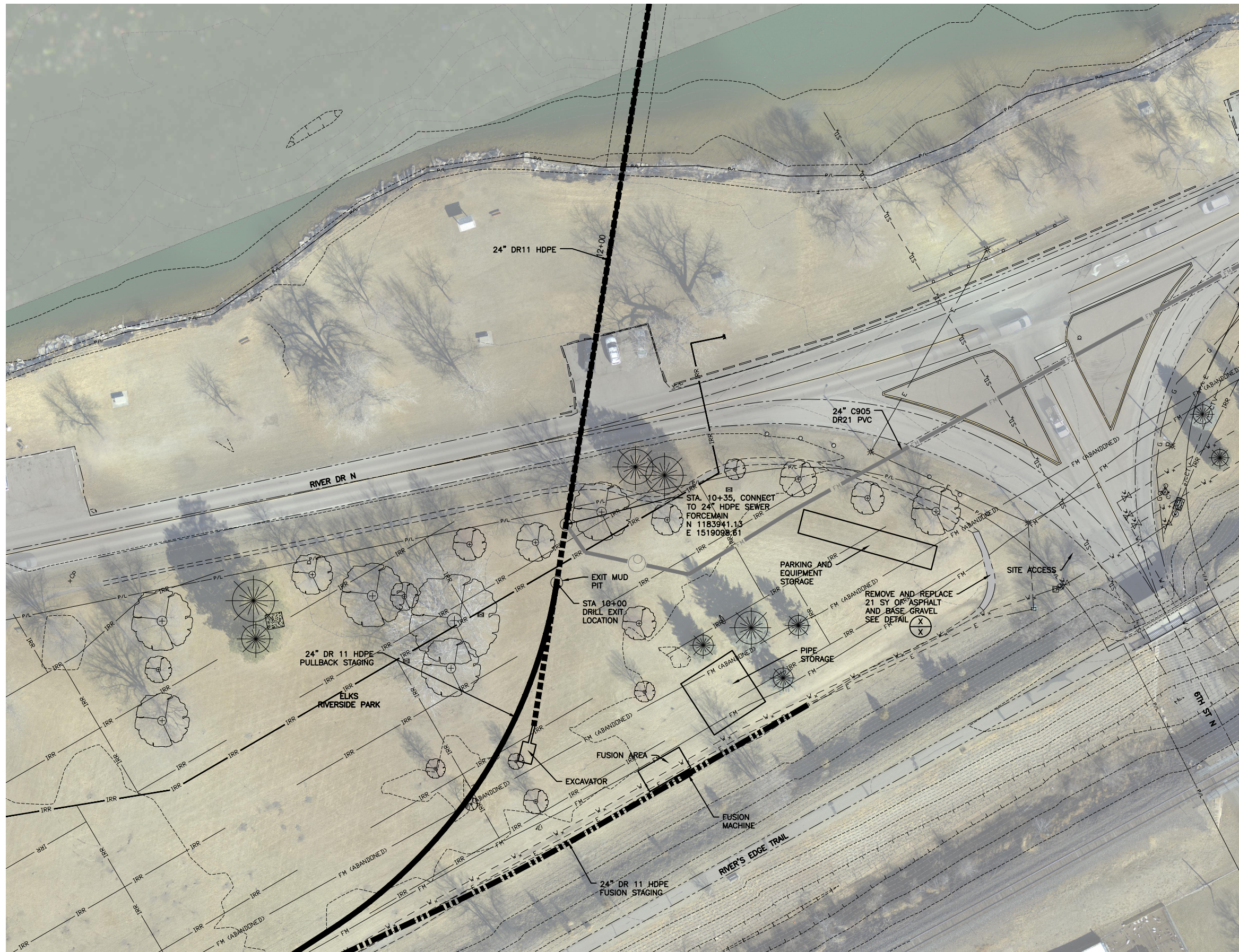
BENCHMARK:  
 TOP NUT FH E-SIDE OF 6TH ST N, AND NE OF OLD RAILROAD BRIDGE = 3299.02

**HDD NOTES**

- THE PILOT BORE DRILL PATHS SHOWN ON THE DRAWINGS ARE FOR REFERENCE ONLY AS A POTENTIAL ROUTE FOR PLANNING AND LAYOUT PURPOSES. THE FINAL PILOT BORE DRILL PATH ROUTE, LENGTH, DEPTH AND THE ENTRANCE LOCATION SHALL BE DETERMINED BY THE HDD CONTRACTOR. REFERENCE UPPER MISSOURI RIVER CROSSING PLAN AND PROFILE SHEET C4.0 FOR HDD ALIGNMENT ADJUSTMENT LIMITATIONS ESTABLISHED THROUGH SCOUR ANALYSIS COMPLETED IN NOVEMBER, 2022.
- STATIONING IDENTIFIED ON THE PLAN AND PROFILE SHEETS FOR THE PILOT BORE AND TRANSMISSION PIPELINE ROUTES IS BASED ON THE CENTERLINE OF THE POTENTIAL ROUTE. ACTUAL CENTERLINE MAY BE ADJUSTED DEPENDING ON THE CONTRACTOR'S MEANS, METHODS, LAYOUT, ROUTE, DEPTH, ENTRANCE POINT, AND EXIT POINT DETERMINATIONS, DECISIONS, AND LOCATIONS, SUBJECT TO THE ENGINEERS APPROVAL. REFERENCE UPPER MISSOURI RIVER CROSSING PLAN AND PROFILE SHEET C4.0 FOR HDD ALIGNMENT ADJUSTMENT LIMITATIONS ESTABLISHED THROUGH SCOUR ANALYSIS COMPLETED IN NOVEMBER, 2022.
- TRANSMISSION PIPELINES FOR THE RIVER CROSSING ARE SHOWN FOR REFERENCE ONLY AS POTENTIAL ROUTING FOR PLANNING AND LAYOUT PURPOSES. THE FINAL PIPELINE ALIGNMENT/ROUTE, DEPTH, PROFILE, AND OTHER APPLICABLE INSTALLATION PARAMETERS SHALL BE DETERMINED BY THE CONTRACTOR, SUBJECT TO THE ENGINEERS APPROVAL, WITHIN THE DESIGN LOCATIONS AND TOLERANCES STATED IN THE SPECIFICATION SECTION 02290. REFERENCE MISSOURI RIVER CROSSING PLAN AND PROFILE SHEET C4.0 FOR HDD ALIGNMENT ADJUSTMENT LIMITATIONS ESTABLISHED THROUGH SCOUR ANALYSIS COMPLETED IN NOVEMBER, 2022.
- MISSOURI RIVER SURFACE AND CROSS-SECTION ELEVATIONS ARE BASED ON MEASURED CONDITIONS ON THE DATES SURVEYED. ELEVATIONS AND CONTOURS VARY OVER TIME AND CONTRACTOR SHALL PLAN ACCORDINGLY. WATER SURFACE CONTOURS IN PLAN/PROFILE ELEVATION MAY NOT CORRELATE DUE TO DATES OF TOPOGRAPHIC SURVEY(S).
- MISSOURI RIVER BOTTOM ELEVATIONS FLUCTUATE REGULARLY AS ACTIVE RIVER CHANNEL SYSTEMS. THE RIVER BOTTOM ELEVATIONS PROVIDED WITHIN THE DRAWINGS ARE A SNAPSHOT TAKEN ON THE DATE OF FIELD SURVEY. CONTRACTOR SHALL FIELD VERIFY RIVER CHANNEL ELEVATIONS PRIOR TO PERFORMING THE WORK.
- MISSOURI RIVER WATER SURFACE ELEVATIONS FLUCTUATE REGULARLY DEPENDING ON SEASON AND FLOW CONTROL ADJUSTMENTS AT BLACK EAGLE DAM BY NORTHWESTERN ENERGY (406-452-0402). CONTRACTOR SHALL BE RESPONSIBLE FOR MONITORING MISSOURI RIVER WATER SURFACE ELEVATIONS AND AREA, FLOW CONTROL AND DRAINAGE BASIN RAINFALL AND ADJUST THE WORK SCHEDULE TO COMPENSATE FOR POTENTIAL DELAYS DUE TO FLUCTUATIONS OF THE RIVER SURFACE LEVELS, FOR THE DURATION OF THE PROJECT. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR PROTECTING MATERIALS AND EQUIPMENT LOCATED IN FLOOD - PRONE AREAS NEAR THE RIVER CHANNEL.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTMENTS TO THE WORK TO BE COMPLETED, AND CONTRACTOR MEANS AND METHODS WITHIN, BENEATH, AND EITHER SIDE OF THE MISSOURI RIVER CHANNEL TO COMPENSATE FOR WATER SURFACE OR CHANNEL ELEVATION FLUCTUATIONS FOR THE DURATION OF THE PROJECT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A FINAL BORE PATH FOR THE TRANSMISSION PIPELINE THAT IS SMOOTH AND CONTINUOUS WITH A SINGLE LOW POINT ALONG THE ROUTE.
- CASING SHALL BE SIZED TO ACCOMMODATE THE FINAL REAM PASS. SEE SHEET C4.0 FOR MINIMUM DIAMETER.
- WATER DIVERSION FOR MAKEUP WATER IS REQUIRED FOR DRILLING. POTENTIAL SOURCE LOCATIONS ARE IDENTIFIED ON THE PLANS. CONTRACTOR SHALL COORDINATE SOURCE LOCATION WITH CITY ENGINEERING AND UTILITIES DEPARTMENTS.
- MONITOR FOR INADVERTENT RELEASES OF DRILLING MUD FOR THE DURATION OF THE DRILLING ACTIVITY INCLUDING PULL-BACK OF THE PIPELINE. MONITORING SHOULD OCCUR ALONG THE ENTIRE LENGTH OF THE DRILL PATH AND SHOULD INCLUDE AREAS ADJACENT TO THE DRILL PATH. MATERIALS SHOULD BE KEPT ON-SITE TO CONTAIN AND REMOVE BENTONITE RESULTING FROM INADVERTENT RELEASES.
- GEOTECHNICAL DATA IS ONLY DESCRIPTIVE OF THE LOCATIONS SAMPLED. EXTENSION OF THE DATA OUTSIDE OF THE ORIGINAL BORINGS MAY BE DONE TO CHARACTERIZE THE SOIL CONDITIONS. HOWEVER, ENGINEER DOES NOT GUARANTEE THESE CHARACTERIZATIONS TO BE ACCURATE. CONTRACTOR MUST APPLY PERSONAL EXPERIENCE AND JUDGEMENT TO INTERPRET THE DATA.
- BOREHOLE INFORMATION AND ANALYSIS PRESENTED IN THE TDH ENGINEERING GEOTECHNICAL REPORT FOR THE CROSSING IS FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR SHALL INTERPRET GEOTECHNICAL REPORT AND ALL SUPPLEMENTARY INVESTIGATIONS NECESSARY TO PREPARE AND IMPLEMENT A SUCCESSFUL DRILLING AND PIPE INSTALLATION OPERATION. CONTRACTOR SHALL ACCEPT ALL ASSOCIATED FINANCIAL RISK.

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- NOTES:
1. HDD AND UTILITY CONTRACTORS SHALL EXERCISE EXTREME CAUTION WHEN WORKING AROUND OVERHEAD POWER LINES AND POWER POLES.
  2. REFERENCE SHEET C3.2 FOR PIPE STAGING AREA.
  3. THE HDD MUD PIT, DRILL RIG AND SUPPORTING EQUIPMENT FOOTPRINTS AND LOCATIONS ARE APPROXIMATE AND SHALL BE DETERMINED BY THE CONTRACTOR.
  4. THE CONTRACTOR SHALL OPERATE THE HDD WITH EXTREME CAUTION TO PREVENT DRILLING FLUID MIGRATION TO THE SURFACE.
  5. ALL WORK SHALL BE CONTAINED INSIDE THE CONTRACTOR ESTABLISHED LIMITS OF CONSTRUCTION AND RIGHT OF ACCESS LIMITS. IN THE EVENT ADDITIONAL SPACE IS REQUIRED FOR STAGING, STOCKPILES, STORAGE OR ANY OTHER PURPOSE, THE CONTRACTOR IS RESPONSIBLE TO SECURE SITE ACCESS THROUGH A CONSTRUCTION EASEMENT OR AGREEMENT WITH PROPERTY OWNERS. DOCUMENTATION OF PROPERTY OWNER APPROVAL SHALL BE SUBMITTED TO THE ENGINEER.
  6. REFERENCE SHEET L1.0 FOR TOPSOIL, SOD, LANDSCAPING AND IRRIGATION DEMOLITION AND RECLAMATION.
  7. EXCAVATION AND EMBANKMENT TO LEVEL HDD EQUIPMENT STAGING AREA WITHIN THE LIMITS OF CONSTRUCTION IS ACCEPTABLE DURING HDD OPERATIONS. CONTRACTOR SHALL RECLAIM AFFECTED AREA TO ITS ORIGINAL CONDITION AFTER CONSTRUCTION. CONTRACTOR SHALL SECURE APPROVAL OF SITE RECLAMATION FROM OWNER'S REPRESENTATIVE AND CITY OF GREAT FALLS PARK AND RECREATION DEPARTMENT.

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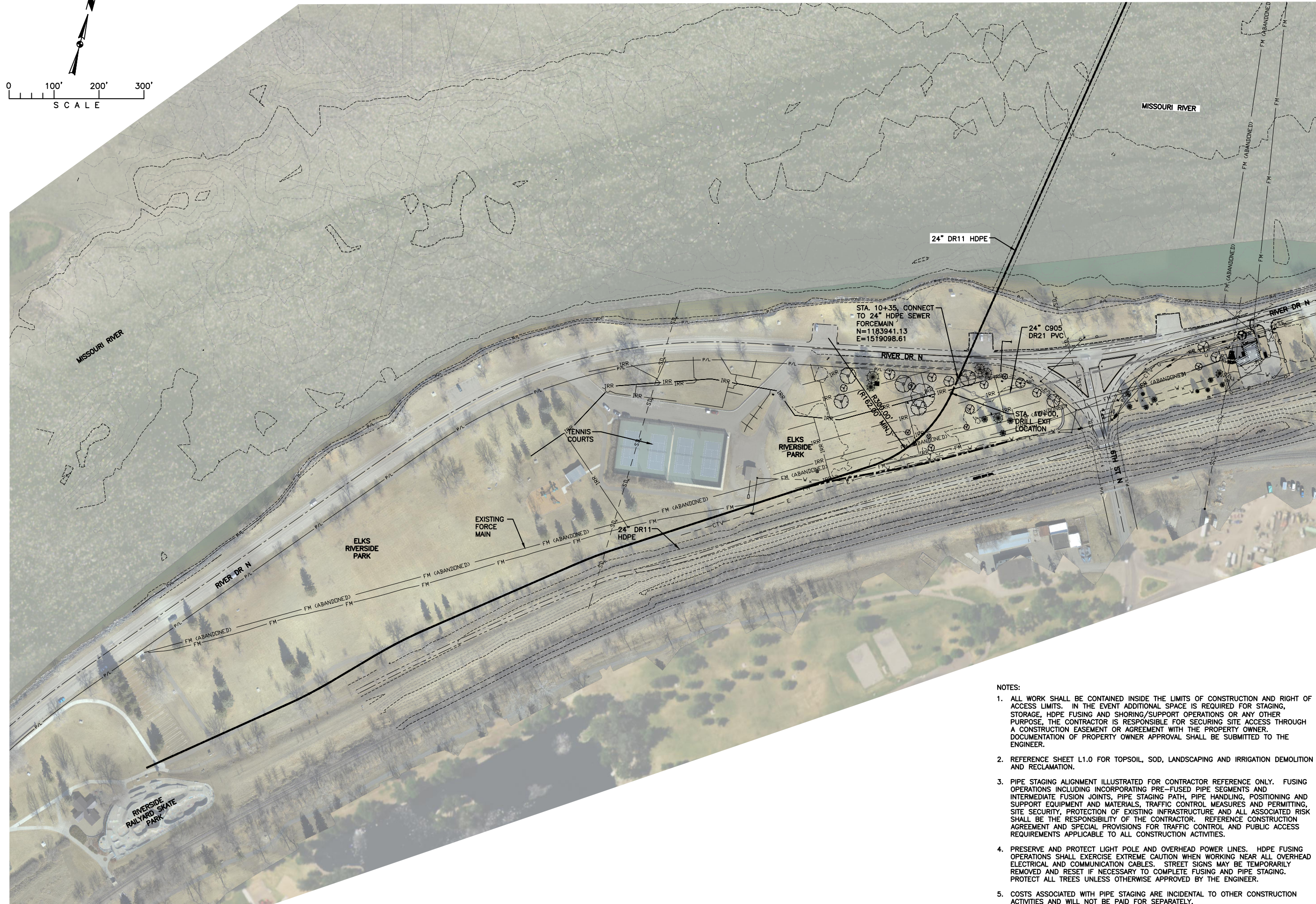
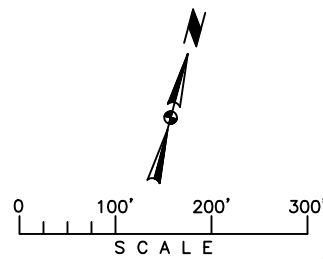
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SEWAGE LIFT STATION NO. 1 AND SUPPLEMENTAL FORCEMAIN IMPROVEMENTS  
 GREAT FALLS, MONTANA O.F.1758.1  
 RIVERSIDE PARK EQUIPMENT STAGING AREA (PIPE SIDE)

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- NOTES:
1. ALL WORK SHALL BE CONTAINED INSIDE THE LIMITS OF CONSTRUCTION AND RIGHT OF ACCESS LIMITS. IN THE EVENT ADDITIONAL SPACE IS REQUIRED FOR STAGING, STORAGE, HDPE FUSING AND SHORING/SUPPORT OPERATIONS OR ANY OTHER PURPOSE, THE CONTRACTOR IS RESPONSIBLE FOR SECURING SITE ACCESS THROUGH A CONSTRUCTION EASEMENT OR AGREEMENT WITH THE PROPERTY OWNER. DOCUMENTATION OF PROPERTY OWNER APPROVAL SHALL BE SUBMITTED TO THE ENGINEER.
  2. REFERENCE SHEET L1.0 FOR TOPSOIL, SOD, LANDSCAPING AND IRRIGATION DEMOLITION AND RECLAMATION.
  3. PIPE STAGING ALIGNMENT ILLUSTRATED FOR CONTRACTOR REFERENCE ONLY. FUSING OPERATIONS INCLUDING INCORPORATING PRE-FUSED PIPE SEGMENTS AND INTERMEDIATE FUSION JOINTS, PIPE STAGING PATH, PIPE HANDLING, POSITIONING AND SUPPORT EQUIPMENT AND MATERIALS, TRAFFIC CONTROL MEASURES AND PERMITTING, SITE SECURITY, PROTECTION OF EXISTING INFRASTRUCTURE AND ALL ASSOCIATED RISK SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. REFERENCE CONSTRUCTION AGREEMENT AND SPECIAL PROVISIONS FOR TRAFFIC CONTROL AND PUBLIC ACCESS REQUIREMENTS APPLICABLE TO ALL CONSTRUCTION ACTIVITIES.
  4. PRESERVE AND PROTECT LIGHT POLE AND OVERHEAD POWER LINES. HDPE FUSING OPERATIONS SHALL EXERCISE EXTREME CAUTION WHEN WORKING NEAR ALL OVERHEAD ELECTRICAL AND COMMUNICATION CABLES. STREET SIGNS MAY BE TEMPORARILY REMOVED AND RESET IF NECESSARY TO COMPLETE FUSING AND PIPE STAGING. PROTECT ALL TREES UNLESS OTHERWISE APPROVED BY THE ENGINEER.
  5. COSTS ASSOCIATED WITH PIPE STAGING ARE INCIDENTAL TO OTHER CONSTRUCTION ACTIVITIES AND WILL NOT BE PAID FOR SEPARATELY.

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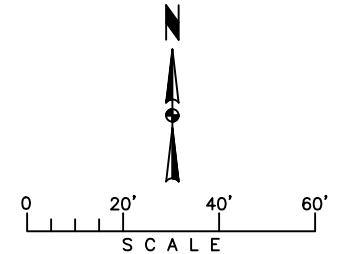
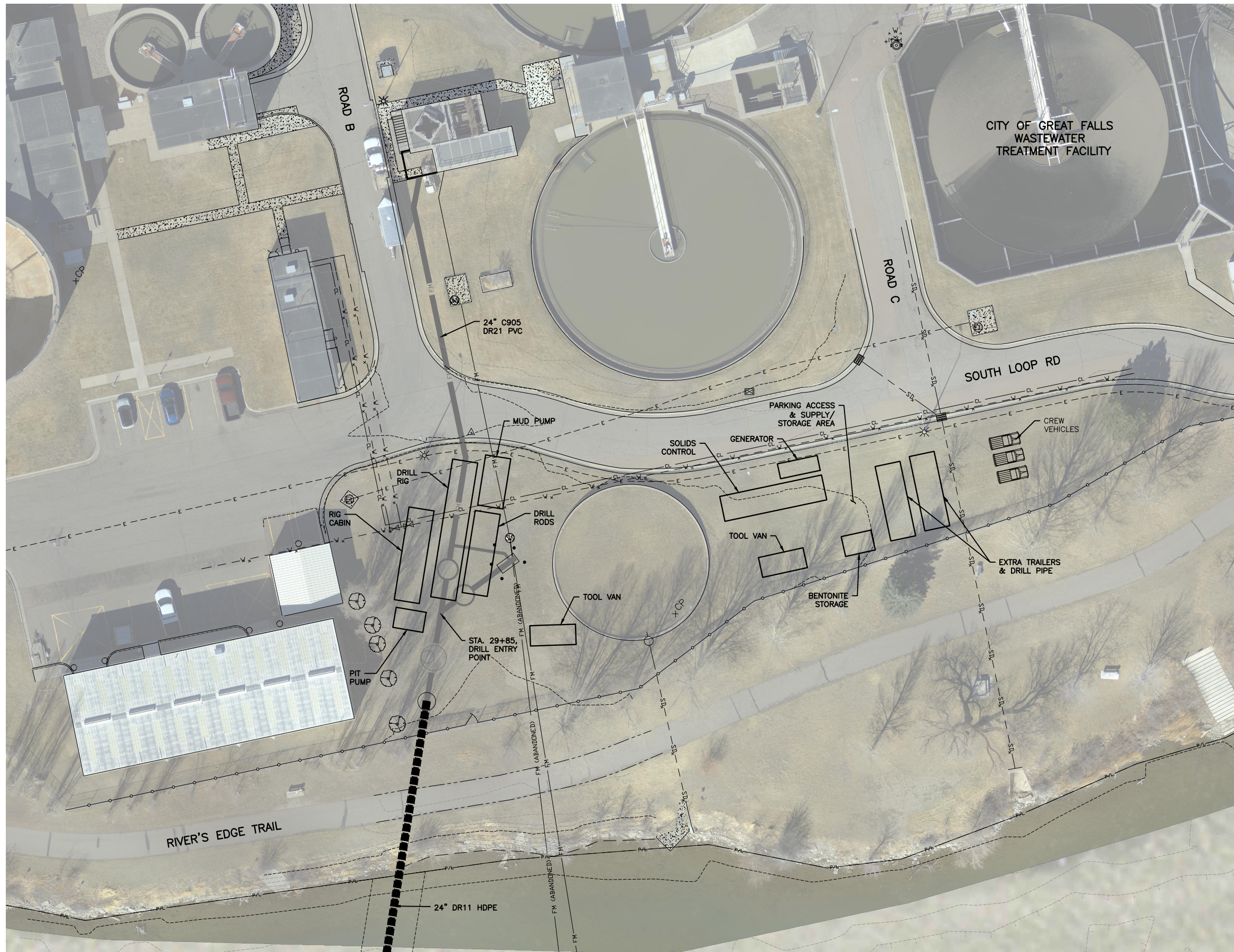
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SEWAGE LIFT STATION NO. 1 AND SUPPLEMENTAL FORCEMAIN IMPROVEMENTS  
 GREAT FALLS, MONTANA O.F. 1758.1  
 RIVERSIDE PARK PIPE STAGING PATH

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- NOTES:
1. REFERENCE SHEET C3.2 FOR PIPE STAGING AREA.
  2. THE HDD MUD PIT, DRILL RIG AND SUPPORTING EQUIPMENT FOOTPRINTS AND LOCATIONS ARE APPROXIMATE AND SHALL BE DETERMINED BY THE CONTRACTOR.
  3. THE CONTRACTOR SHALL OPERATE THE HDD WITH EXTREME CAUTION TO PREVENT DRILLING FLUID MIGRATION TO THE SURFACE.
  4. ALL WORK SHALL BE CONTAINED INSIDE THE CONTRACTOR ESTABLISHED LIMITS OF CONSTRUCTION AND RIGHT OF ACCESS LIMITS. IN THE EVENT ADDITIONAL SPACE IS REQUIRED FOR STAGING, STOCKPILES, STORAGE OR ANY OTHER PURPOSE, THE CONTRACTOR IS RESPONSIBLE TO SECURE SITE ACCESS THROUGH A CONSTRUCTION EASEMENT OR AGREEMENT WITH PROPERTY OWNERS. DOCUMENTATION OF PROPERTY OWNER APPROVAL SHALL BE SUBMITTED TO THE ENGINEER.
  5. REFERENCE SHEET L1.1 FOR TOPSOIL, SOD, LANDSCAPING AND IRRIGATION DEMOLITION AND RECLAMATION.
  6. PRESERVE AND PROTECT EXISTING STREET LIGHTS AND POLES. COORDINATE WITH UTILITY OWNER TO PROVIDE TEMPORARY SHORING IN ACCORDANCE WITH UTILITY COMPANY STANDARD METHODS.
  7. EXCAVATION AND EMBANKMENT TO LEVEL HDD EQUIPMENT STAGING AREA WITHIN THE LIMITS OF CONSTRUCTION IS ACCEPTABLE DURING HDD OPERATIONS. CONTRACTOR SHALL RECLAIM AFFECTED AREA TO ITS ORIGINAL CONDITION AFTER CONSTRUCTION. CONTRACTOR SHALL SECURE APPROVAL OF SITE RECLAMATION FROM OWNER'S REPRESENTATIVE AND CITY OF GREAT FALLS WASTE WATER TREATMENT PLANT STAFF.

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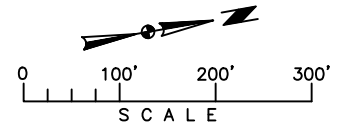
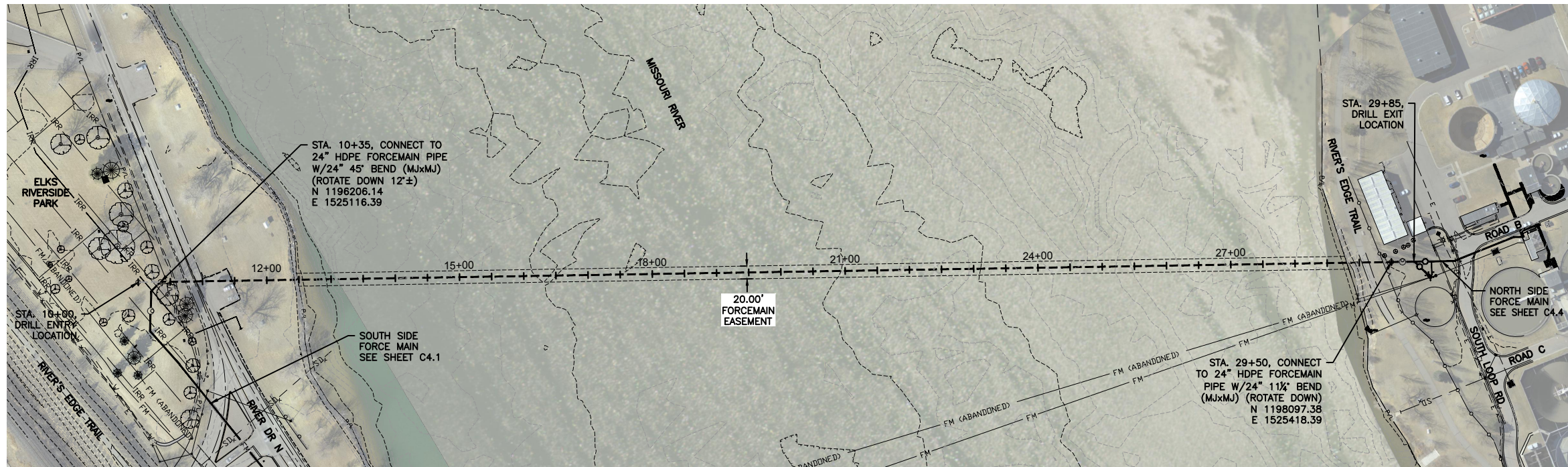


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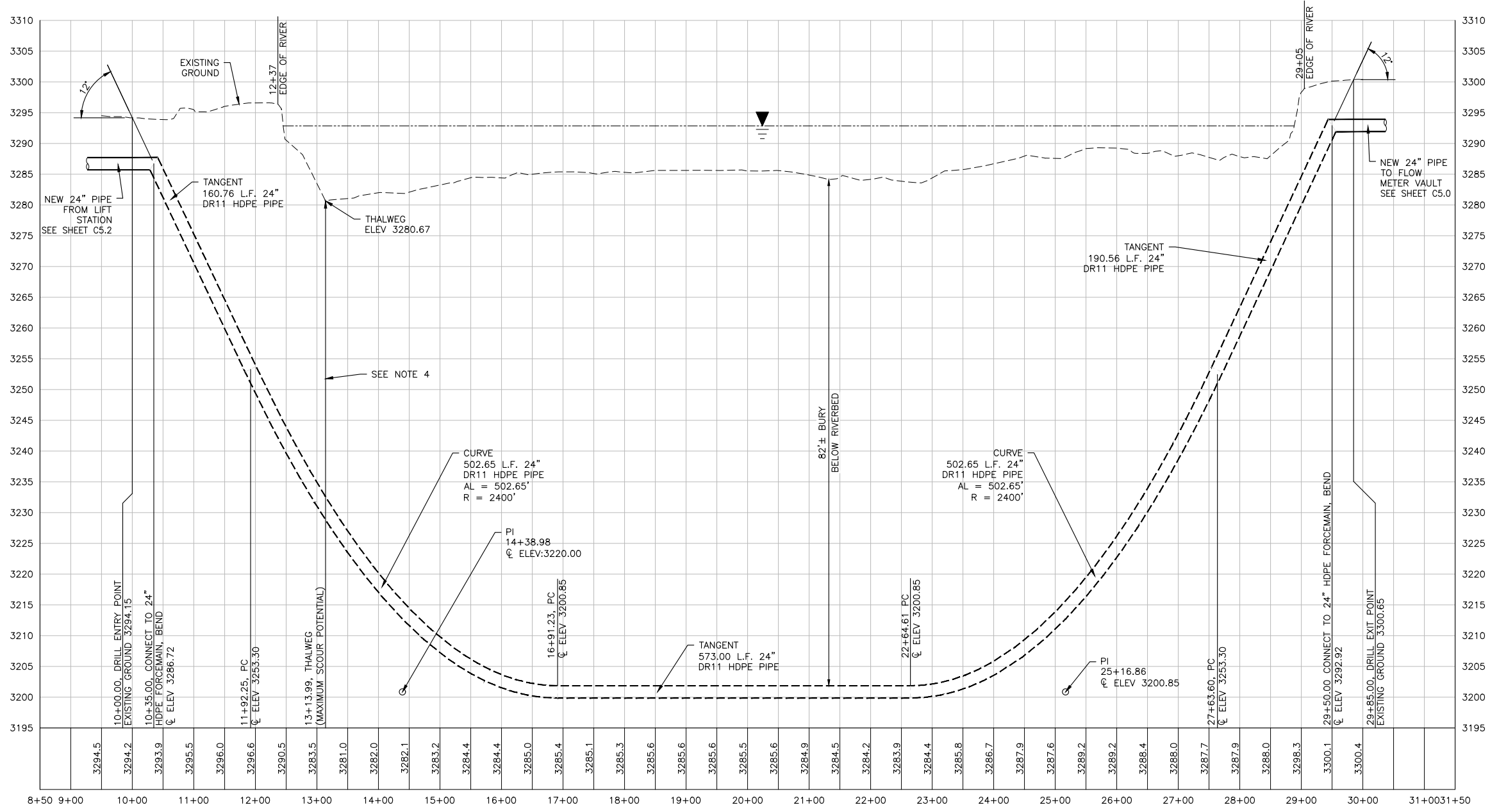
SEWAGE LIFT STATION NO. 1 AND SUPPLEMENTAL FORCEMAIN IMPROVEMENTS  
 GREAT FALLS, MONTANA O.F. 1758.1  
 WWTP EQUIPMENT STAGING AREA (DRILL ENTRY SIDE)



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- NOTES:
1. RECOMMENDED ENTRANCE ANGLE IS BETWEEN 10° AND 14°.
  2. RIVER CROSSING SURVEY COMPLETED IN JULY, 2022.
  3. OVERHEAD ELECTRICAL AND COMMUNICATION CABLES EXIST THROUGHOUT THE PROJECT CORRIDOR RESULTING IN EQUIPMENT CLEARANCE LIMITATIONS. CONTRACTOR SHALL EMPLOY EQUIPMENT AND PROTECTIVE MEASURES TO PREVENT DAMAGE TO ALL OVERHEAD UTILITIES.
  4. HDD PATH SHALL MAINTAIN MINIMUM 21' VERTICAL FEET BENEATH THALWEG (STA. 13+13.99) TO PREVENT POTENTIAL CHANNEL SCOUR IMPACTS. DRILL PATH SHALL NOT EXCEED 5'± HORIZONTAL AND VERTICAL TOLERANCE.



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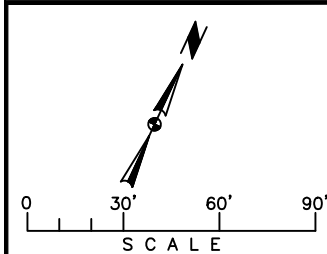


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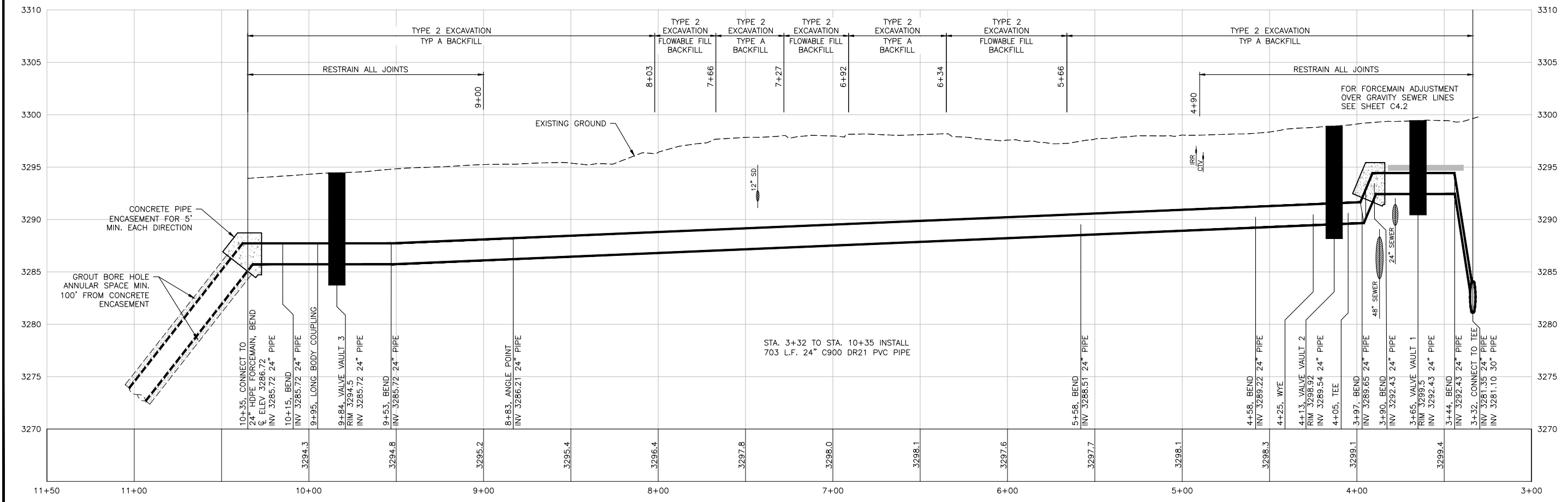
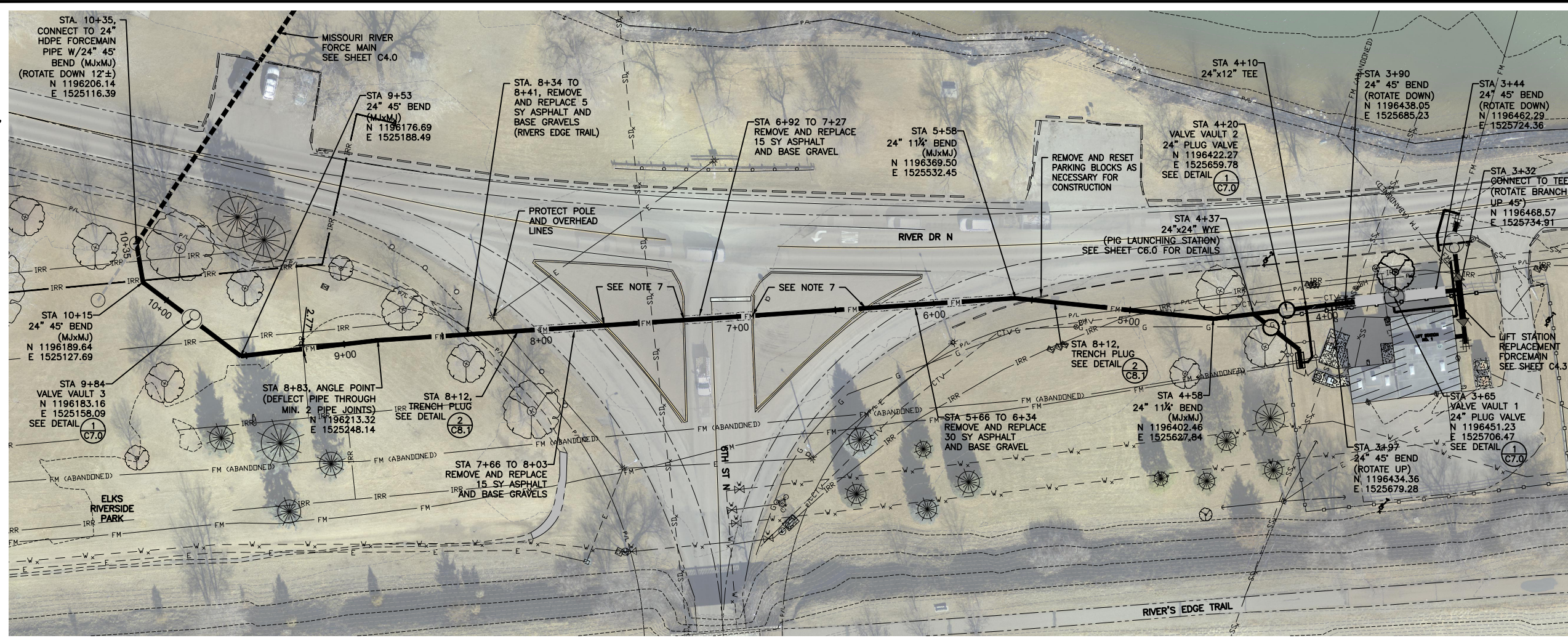
SEWAGE LIFT STATION NO. 1 AND SUPPLEMENTAL FORCEMAIN IMPROVEMENTS  
 GREAT FALLS, MONTANA O.F. 1758.1

PLAN AND PROFILE - MISSOURI RIVER CROSSING  
 STA. 10+35 TO 29+50

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- NOTES:
1. PRESERVE AND PROTECT ALL EXISTING TREES UNLESS OTHERWISE APPROVED BY THE ENGINEER
  2. OVERHEAD ELECTRICAL LINES EXIST AT THE INTERSECTION OF RIVER DRIVE NORTH AND 6TH STREET NORTH RESULTING IN EQUIPMENT CLEARANCE LIMITATIONS AND POTENTIAL IMPACTS TO UTILITY POLES, CONTRACTOR SHALL EMPLOY EQUIPMENT AND PROTECTIVE MEASURES TO PREVENT DAMAGE TO ALL OVERHEAD UTILITIES.
  3. AT A MINIMUM HDPE TO PVC PIPE CONNECTIONS SHALL BE RESTRAINED FITTINGS W/CONCRETE THRUST BLOCKS PER DETAIL 7/C8.0. BURIED PVC PIPE INSTALLATION MAY NOT CONTINUE UNTIL THRUST BLOCK HAS CURED A MINIMUM OF 36 HOURS. AN AUTHORIZED REPRESENTATIVE OF THE HDPE PIPE MANUFACTURER SHALL MONITOR AND APPROVE CONNECTION INSTALLATION. ALL RISK ASSOCIATED WITH DAMAGED OR FAILED CONNECTION SHALL BE BORNE BY THE CONTRACTOR.
  4. INSTALL TRENCH PLUGS BETWEEN STATION 5+00 AND 5+50 AND BETWEEN 8+00 AND 8+50.
  5. REFERENCE SHEET L 1.0 FOR TOPSOIL, SOD, LANDSCAPING AND IRRIGATION DEMOLITION AND RECLAMATION.
  6. INSTALL JOINT RESTRAINTS ON C900 PVC WHERE INDICATED ON THE PIPE PROFILE.
  7. REMOVE EXISTING ISLAND PARKING BLOCKS AND PROVIDE NEW BLOCKS AS NEEDED TO RESTORE MEDIAN BOUNDARY CURB.



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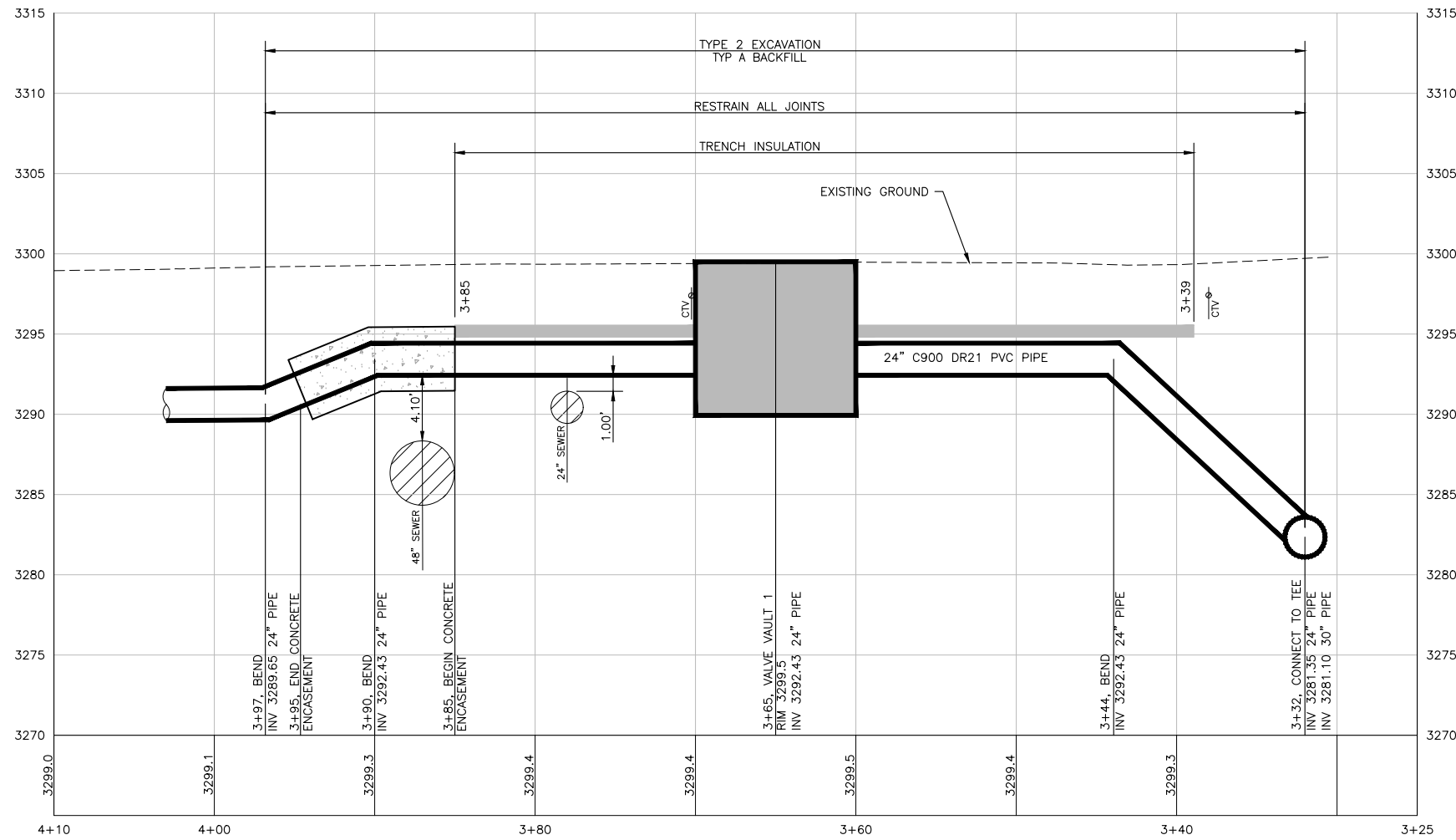
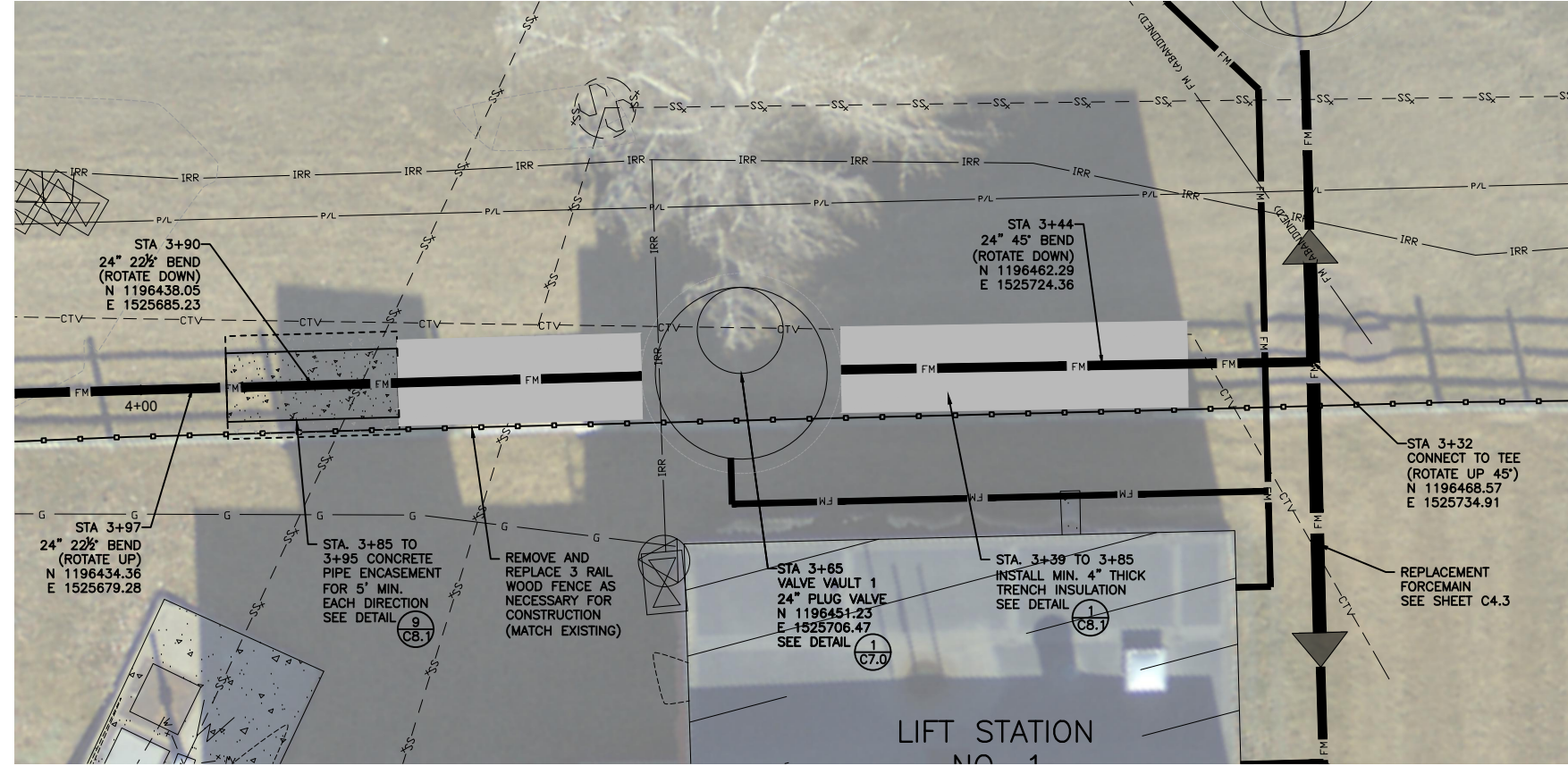
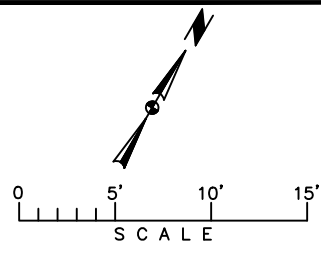


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**SEWAGE LIFT STATION NO. 1 AND SUPPLEMENTAL FORCEMAIN IMPROVEMENTS**  
 GREAT FALLS, MONTANA O.F.1758.1

**PLAN AND PROFILE - RIVERSIDE PARK HDD CONNECTION**  
 TO 36" x 24" TEE, STA 3+32 TO 10+35

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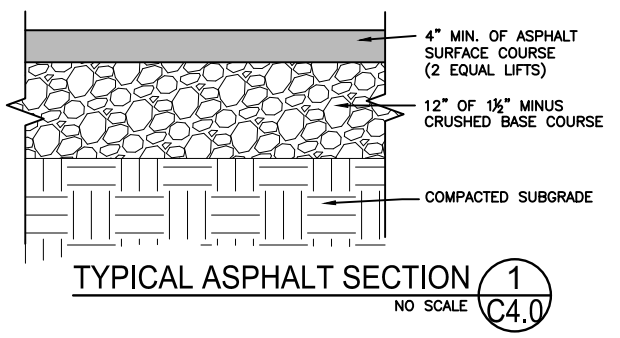
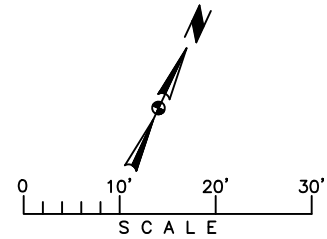
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SEWAGE LIFT STATION NO. 1 AND SUPPLEMENTAL FORCEMAIN IMPROVEMENTS  
GREAT FALLS, MONTANA O.F.1758.1

PLAN AND PROFILE - SOUTH SIDE FORCEMAIN  
EXPANDED LIFT STATION AREA



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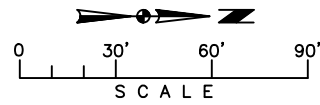
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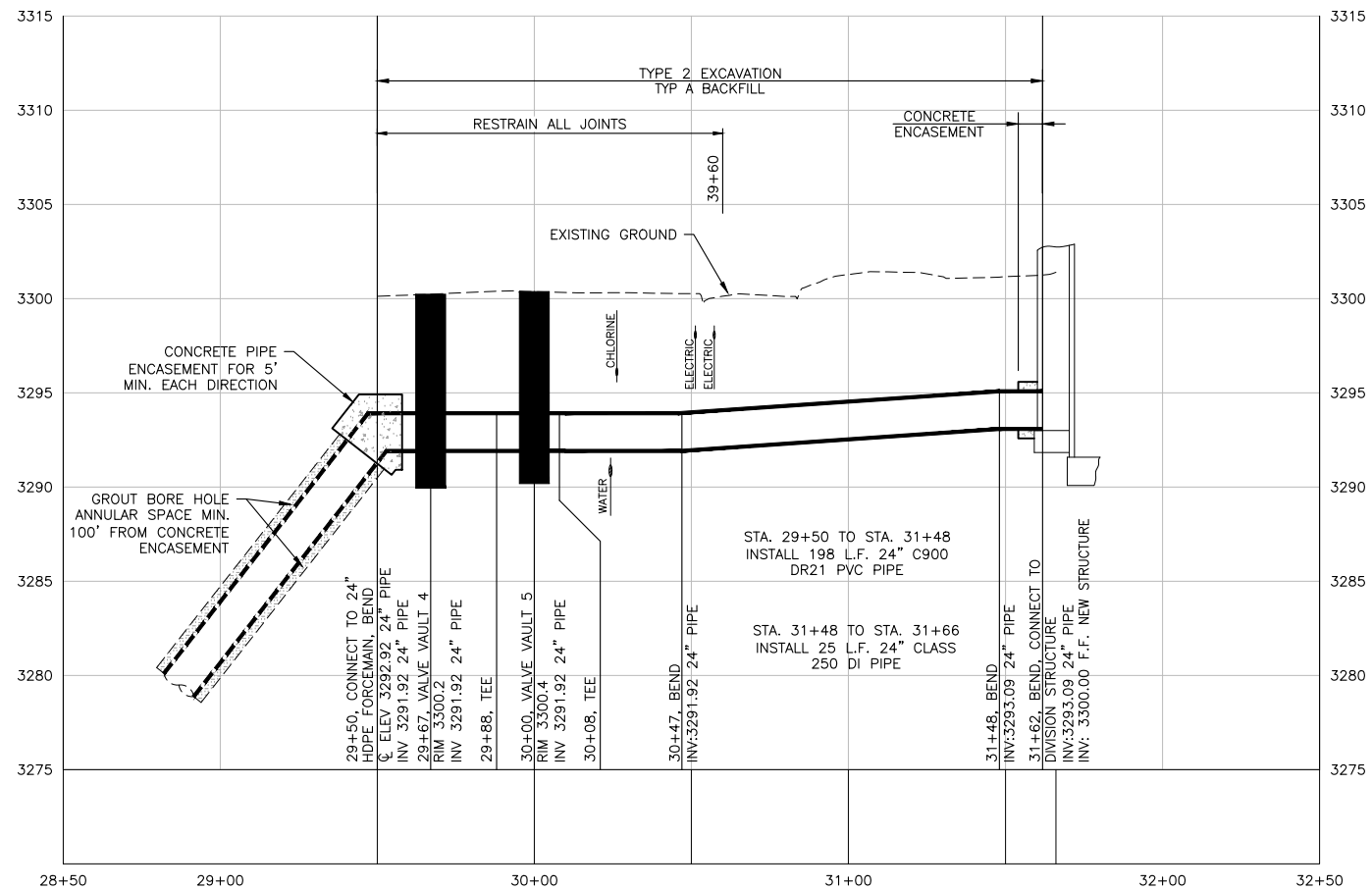
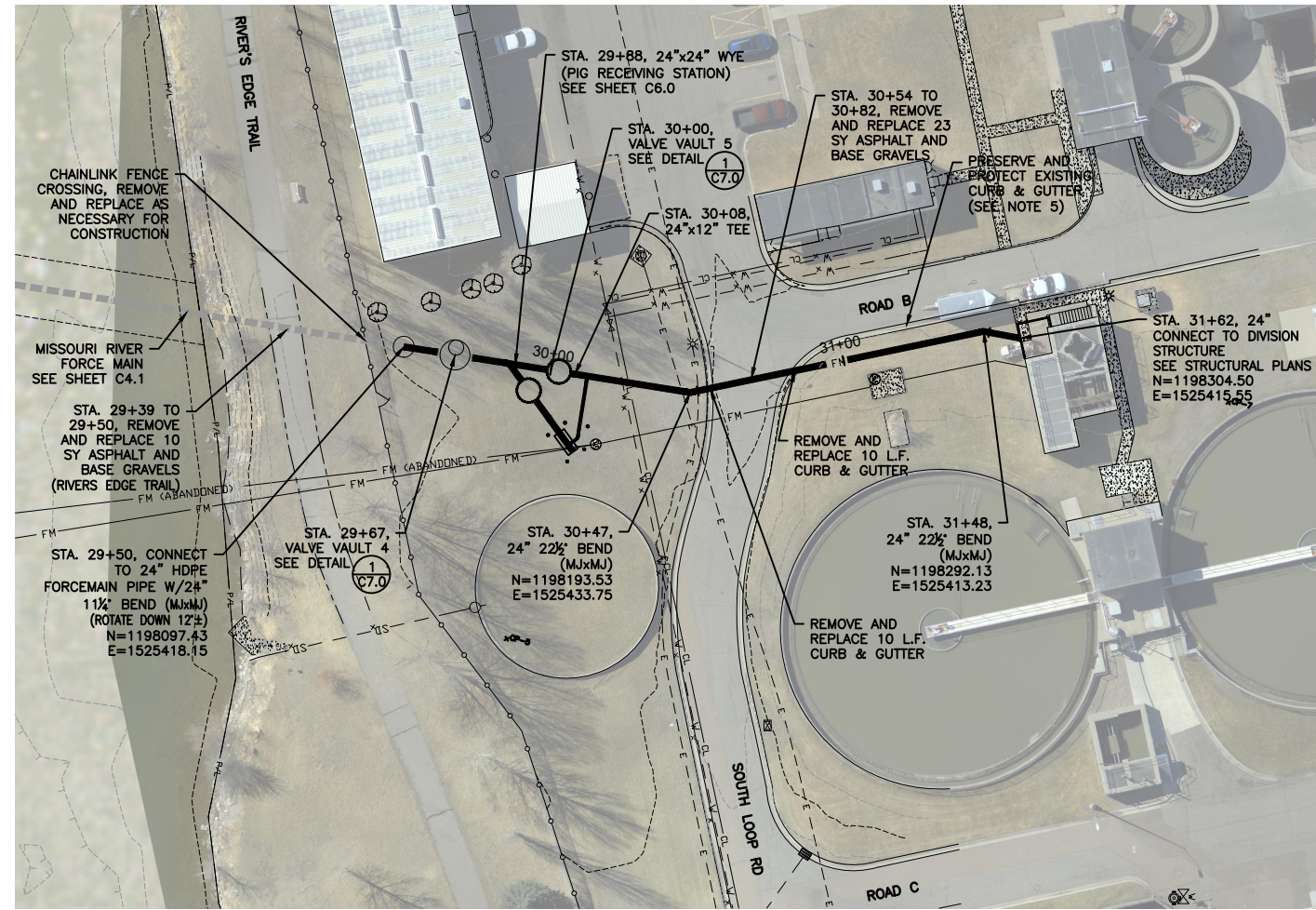
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**SEWAGE LIFT STATION NO. 1 AND SUPPLEMENTAL FORCEMAIN IMPROVEMENTS**  
 GREAT FALLS, MONTANA O.F. 1758.1

**LIFT STATION PARKING LOT AND DRIVEWAY REPAIRS AND DETAILS**



- NOTES:
- PRESERVE AND PROTECT ALL EXISTING TREES UNLESS OTHERWISE APPROVED BY THE ENGINEER.
  - AT A MINIMUM HDPE TO PVC PIPE CONNECTIONS SHALL BE RESTRAINED FITTINGS (MJ) W/CONCRETED THRUST BLOCKS PER DETAIL 7/C8.0. TRENCH INSTALLED PVC PIPE INSTALLATION MAY NOT CONTINUE UNTIL THRUST BLOCK HAS CURED FOR A MINIMUM OF 36 HOURS. AN AUTHORIZED REPRESENTATIVE OF THE HDPE PIPE MANUFACTURER SHALL MONITOR AND APPROVE CONNECTION INSTALLATION. ALL RISK ASSOCIATED WITH DAMAGED OR FAILED CONNECTION SHALL BE BORNE BY THE CONTRACTOR.
  - REFERENCE SHEET L1.0 FOR TOPSOIL, SOD, LANDSCAPING AND IRRIGATION DEMOLITION AND RECLAMATION.
  - INSTALL JOINT RESTRAINTS ON C900 PVC PIPE BETWEEN HDPE CONNECTION AND STATION 31+10.
  - CONTRACTOR TO REPLACE ANY CURB AND GUTTER DAMAGED BY CONSTRUCTION ALONG ROAD "B" IN KIND.



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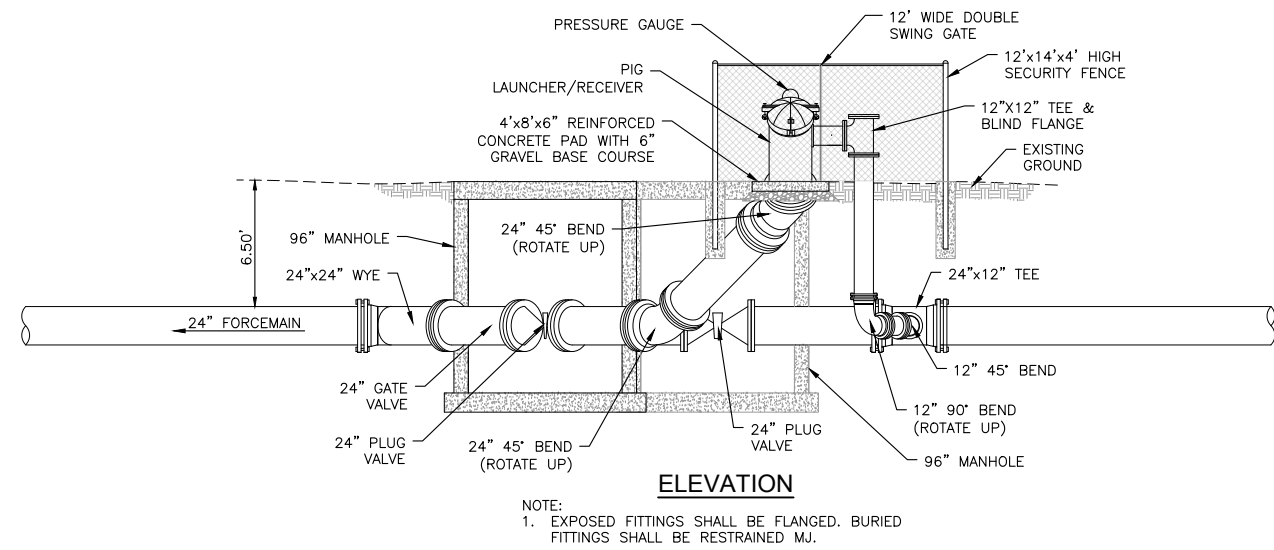
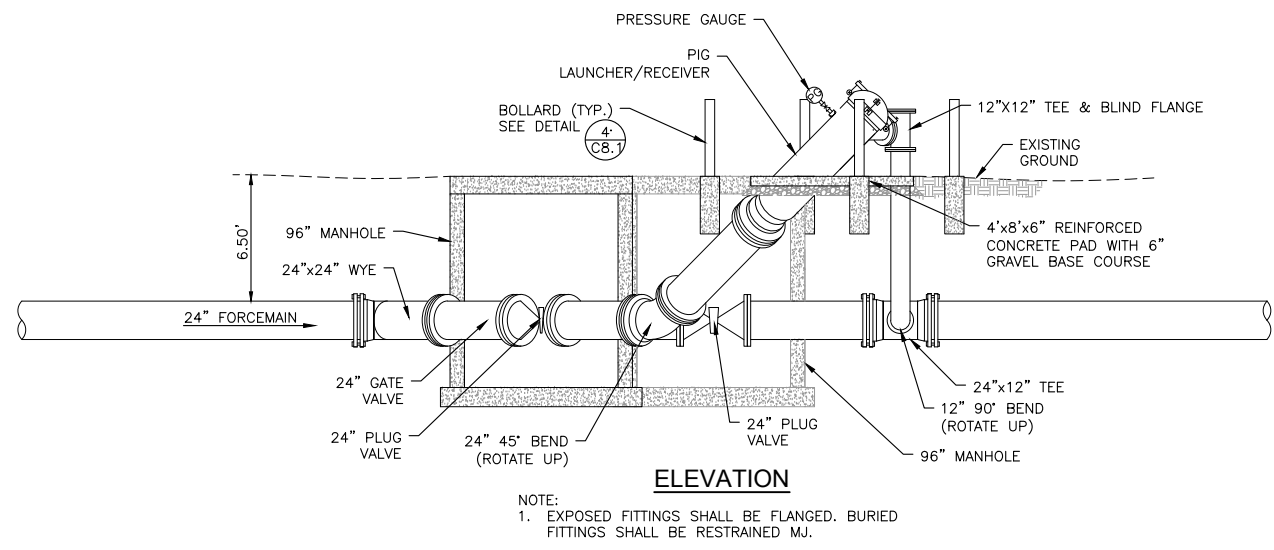
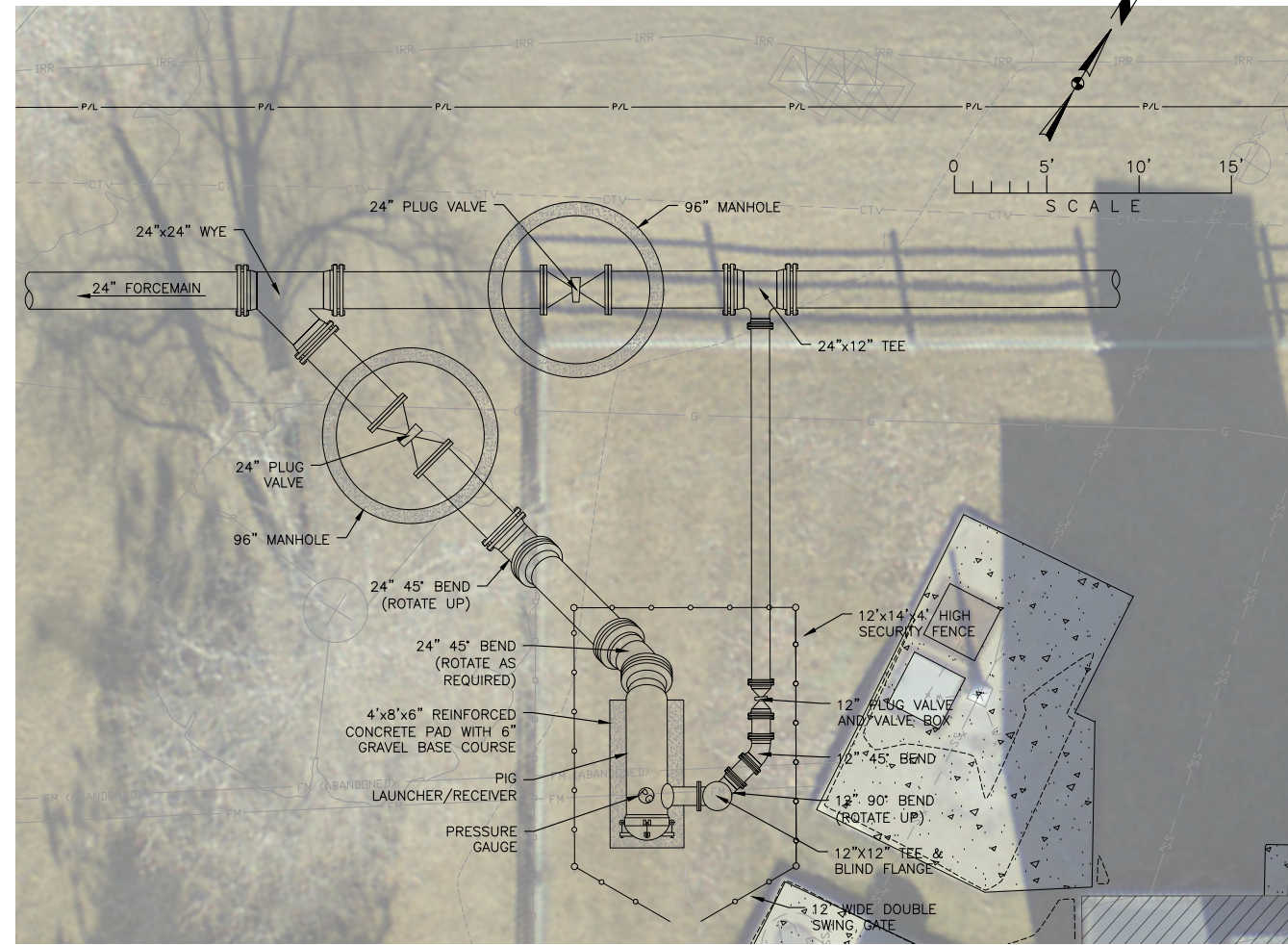
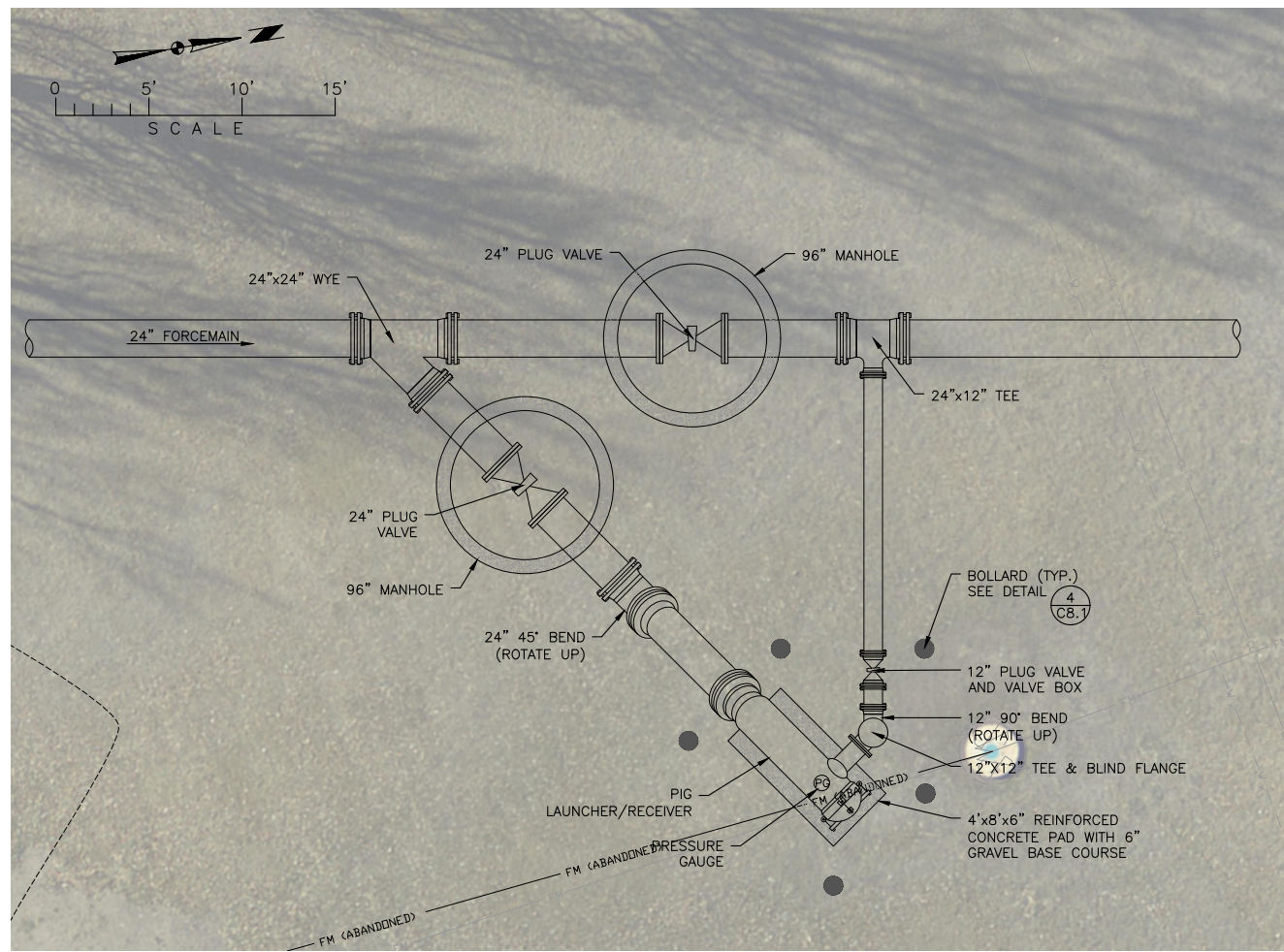
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SEWAGE LIFT STATION NO. 1 AND SUPPLEMENTAL FORCEMAIN IMPROVEMENTS  
 GREAT FALLS, MONTANA O.F.1758.1  
 PLAN AND PROFILE - WWTP HDD CONNECTION  
 TO DIVISION STRUCTURE, STA 29+50 TO 31+62

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**PIG RECEIVING PLAN AND DETAIL**

**PIG LAUNCHING PLAN AND DETAIL**

**LEGEND**

SYMBOL	DESCRIPTION
	NEW PIGGING STATION
	NEW 24" C905 DR21 PVC PIPE FORCEMAIN
	EXISTING FORCE MAIN
	EXISTING PROPERTY LINE
	EXISTING EDGE OF GRAVEL
	EXISTING EDGE OF ASPHALT
	EXISTING PARK IRRIGATION
	DECIDUOUS TREE
	CONIFEROUS TREE

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GREAT FALLS, MONTANA O.F. 1758.1  
PIG LAUNCHING AND RECEIVING STATION PLAN AND DETAILS

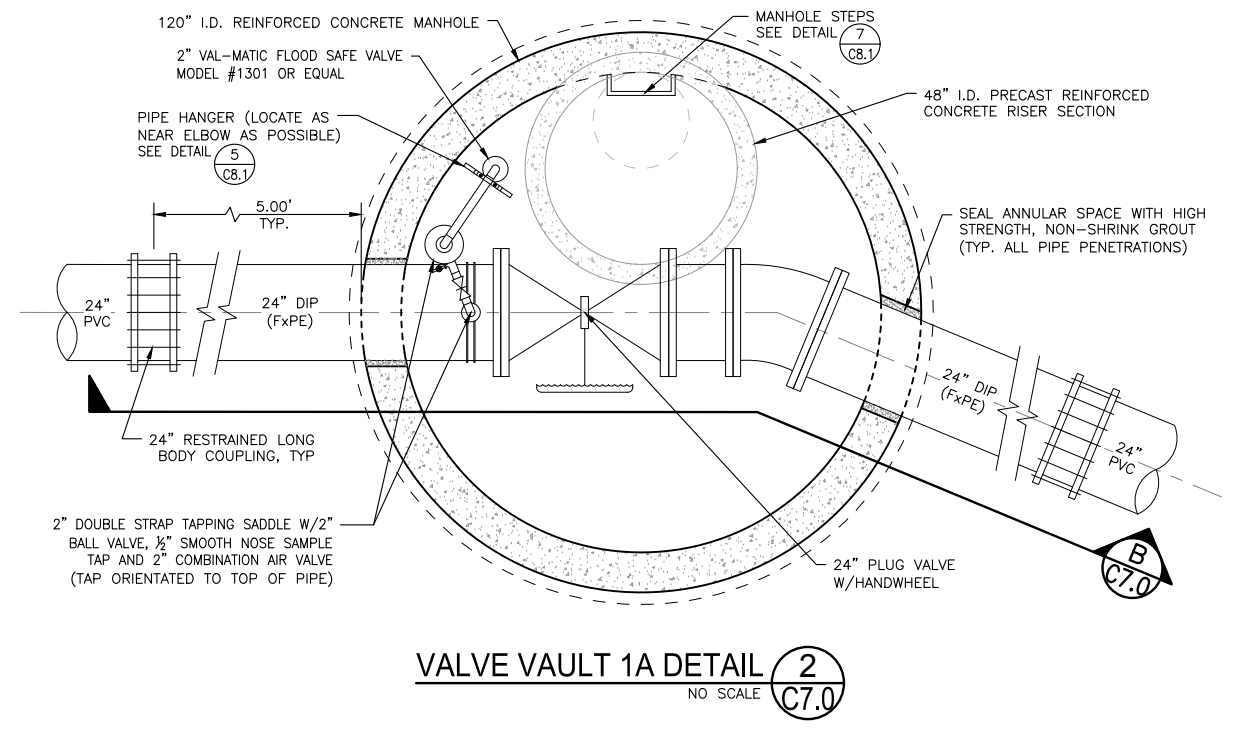
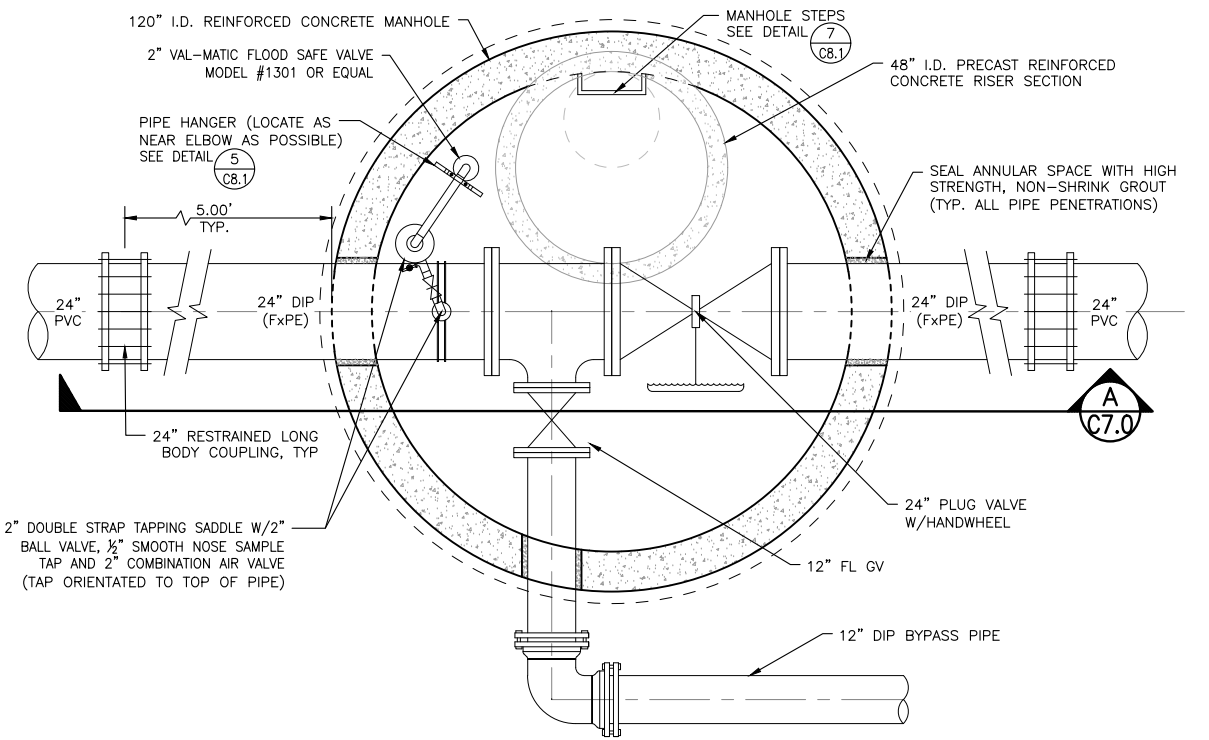
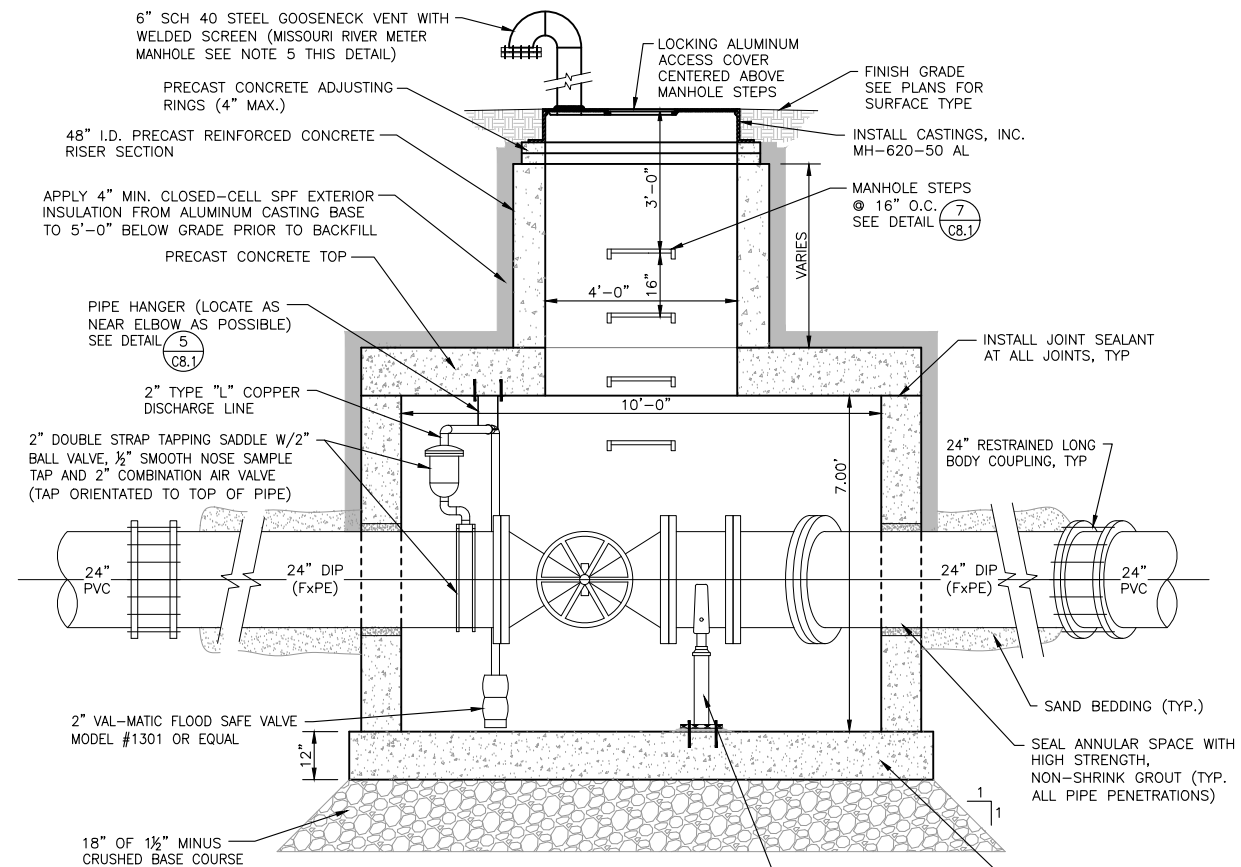
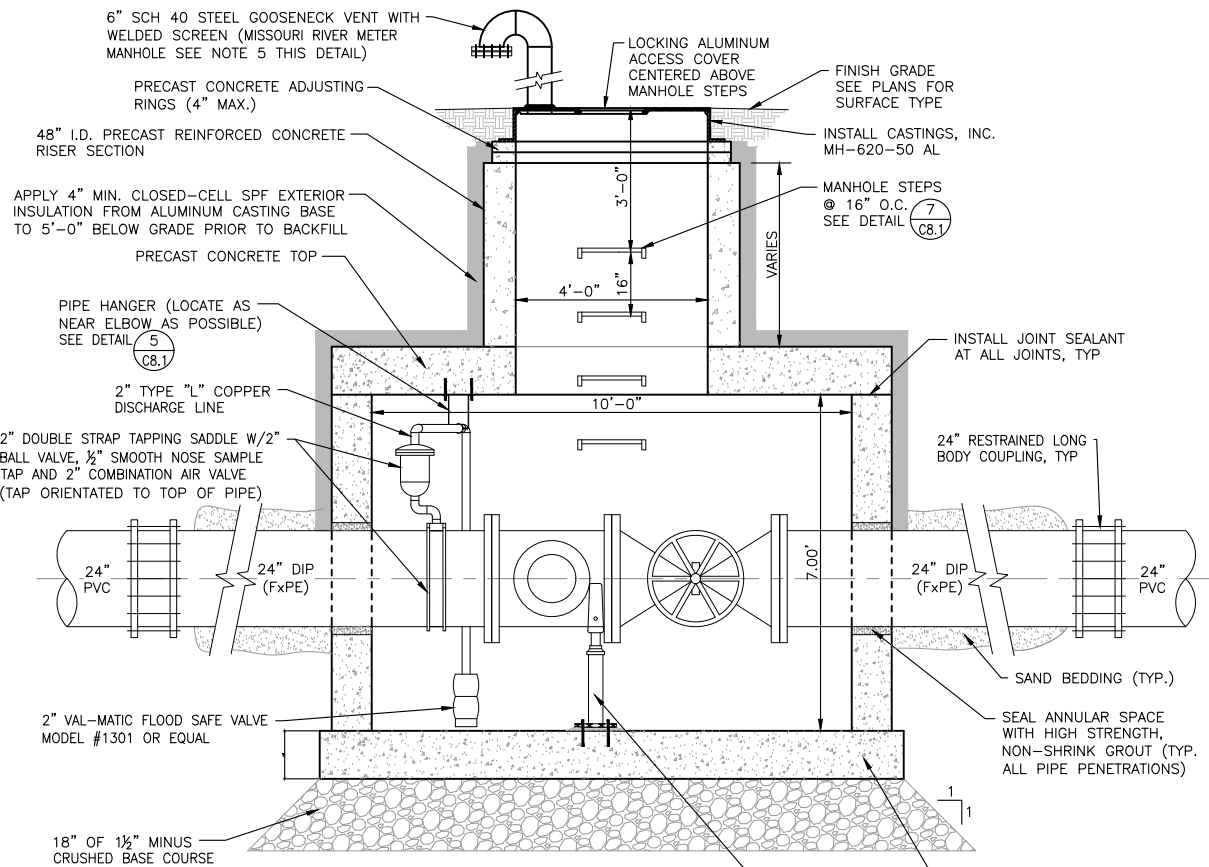
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SEWAGE LIFT STATION NO. 1 AND SUPPLEMENTAL FORCEMAIN IMPROVEMENTS  
 GREAT FALLS, MONTANA O.F. 1758.1  
 VALVE VAULT PLANS & DETAILS



- NOTES:
1. PLUG VALVE VAULT INCLUDES ALL FITTINGS AND PIPE WITHIN 5.00' OF VAULT, COUPLINGS, AND FLxFL PLUG VALVE.
  2. CUT 6" Ø HOLE IN LARGE COVER. FABRICATE SCH 40 STEEL VENT PIPE W/8"x8"x1/4" BASE PLATE AND ANCHOR TO LARGE COVER W/(4) 1/2" Ø STEEL BOLTS WASHERS AND NUTS. WELDED ANSI 125/150 STEEL FLANGE W/6" TWO-WAY AIR DAMPER (VAL-MATIC SERIES 1500 OR APPROVED EQUAL) AND BLIND FLANGE SCREEN WITH 3/8" Ø HOLES @ 1/2" SPACING (C to C). COAT ALL EXTERIOR VENT COMPONENTS WITH "MUELLER YELLOW" AMERCOAT 370 FAST-DRY MULTI-PURPOSE EPOXY.
  3. INSTALL JOINT SEALANT MEETING ASTM C-990 & ASHTO M-198 STANDARDS AT ALL JOINTS SURFACE PREPARATION AND INSTALLATION SHALL MEET ALL MANUFACTURER'S RECOMMENDATIONS
  4. CONTRACTOR SHALL FIELD VERIFY MANHOLE DEPTH PRIOR TO SHOP DRAWING SUBMITTAL. DELIVERED MANHOLE SECTIONS WITH INCORRECT MAKEUP DIMENSIONS MAY BE REJECTED AT THE OWNER'S DISCRETION REGARDLESS OF ENGINEER'S SHOP DRAWING APPROVAL.
  5. ALL D.I. PIPE TAPS SHALL BE COMPLETED BY OWNER PRIOR TO INSTALLING PIPE IN METER MANHOLE. REFERENCE SPECIFICATION 02660 AND THE SPECIAL PROVISIONS FOR ADDITIONAL TAPPING REQUIREMENTS.
  6. BALL VALVES SHALL BE BRONZE OR BRASS, FULL PORT, IN-LINE, TWO PIECE, END ENTRY VALVES. BALL VALVES SHALL HAVE A 500psi NON-SHOCK COLD RATING AND CONFORM TO ASTM B584-C8440 BRONZE.
  7. 2" AND SMALLER FITTINGS, NIPPLES, UNIONS, ETC. SHALL BE BRONZE OR BRASS MATERIALS.
  8. 2" AND SMALLER PIPE AND ACCESSORIES DO NOT REQUIRE FIELD COATING.
  9. SAND BEDDING SHALL BE PLACED AROUND ALL DUCTILE IRON PIPE. BEDDING GRADATION SHALL BE IN ACCORDANCE WITH SPECIFICATION 02221.
  10. CASTING SMALL COVER SHALL BE BOLT DOWN LOCKING AND GASKETED.
  11. CORROSION ENCASEMENT SYSTEM FOR BURIED DUCTILE IRON PIPE TO BE PER REFERENCE SPECIFICATION 02660. SEE THE SPECIAL PROVISIONS FOR ADDITIONAL ENCASEMENT AND CORROSION PROTECTION REQUIREMENTS.

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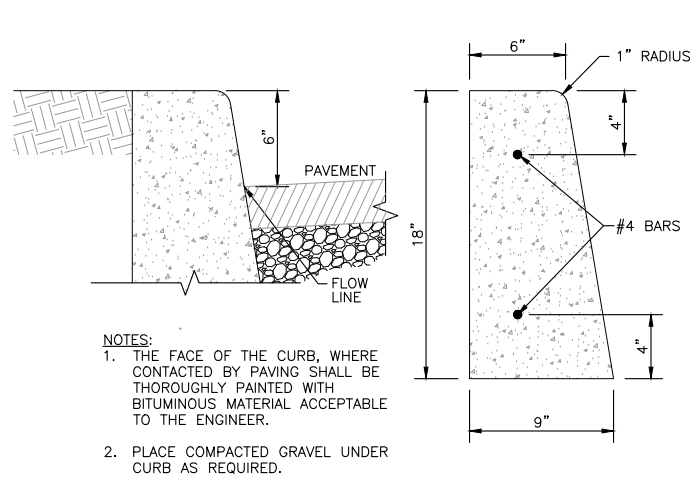
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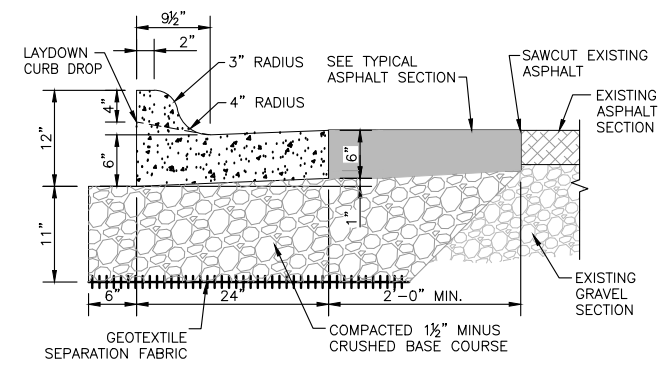
SEWAGE LIFT STATION NO. 1 AND SUPPLEMENTAL FORCEMAIN IMPROVEMENTS  
 GREAT FALLS, MONTANA O.F. 1758.1

DETAILS



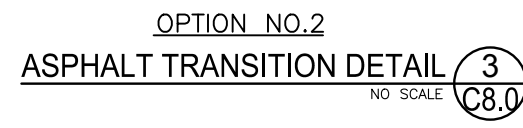
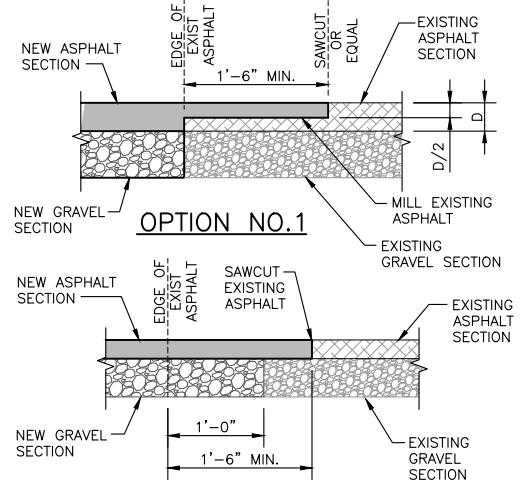
- NOTES:
1. THE FACE OF THE CURB, WHERE CONTACTED BY PAVING SHALL BE THOROUGHLY PAINTED WITH BITUMINOUS MATERIAL ACCEPTABLE TO THE ENGINEER.
  2. PLACE COMPACTED GRAVEL UNDER CURB AS REQUIRED.

**STRAIGHT CURB DETAIL** (1)  
 NO SCALE C8.0

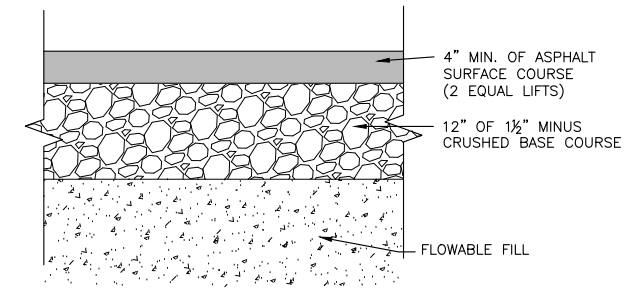


- NOTES:
1. CONTRACTION JOINTS CUT AT 10 FOOT INTERVALS.
  2. EXPANSION JOINTS AT 50 FOOT INTERVALS.
  3. ROUND ALL SIDE EDGES AND JOINT EDGES WITH EDGING TOOL.
  4. THE TRANSITION LENGTH BETWEEN A NORMAL CURB SECTION AND A DROP CURB SECTION SHALL BE 5'-0", UNLESS NOTED OTHERWISE.

**CURB AND GUTTER DETAIL** (2)  
 NO SCALE C8.0

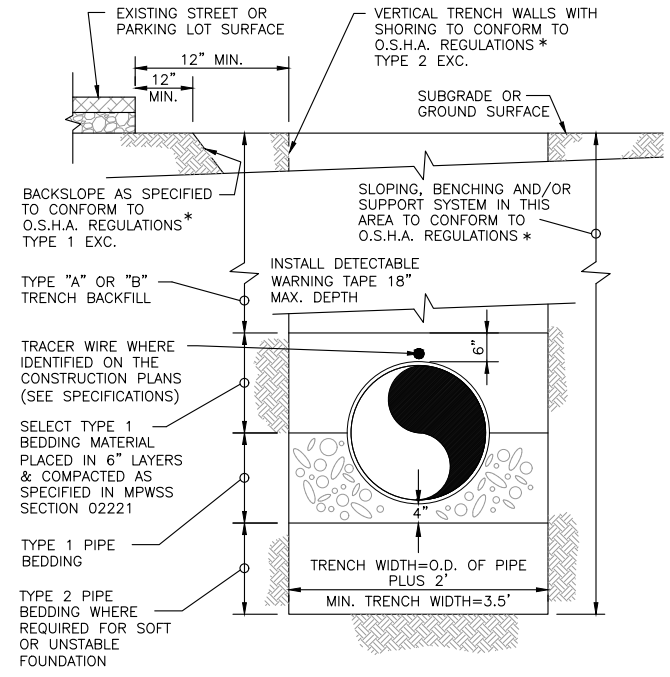


**ASPHALT TRANSITION DETAIL** (3)  
 NO SCALE C8.0



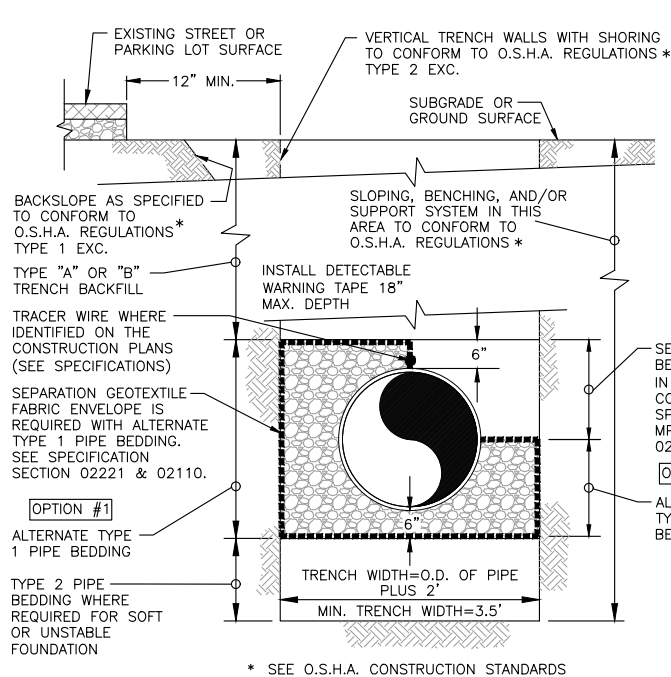
**TYPICAL ASPHALT SECTION**  
 (6th STREET NORTH AND RIVER DRIVE NORTH)

**TYPICAL SECTION** (4)  
 NO SCALE C8.0



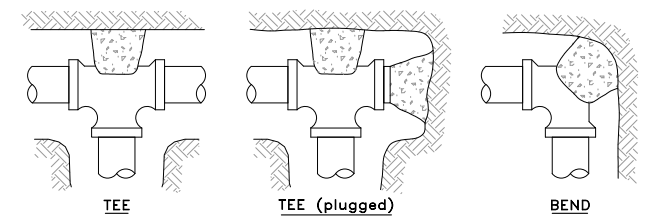
- \* SEE O.S.H.A. CONSTRUCTION STANDARDS FOR EXCAVATIONS, SEC. 1926, SUBPART P
- NOTES:
1. WHERE TRENCH PASSES THROUGH EXISTING PAVEMENT, THE PAVEMENT SHALL BE CUT ALONG A NEAT VERTICAL LINE A MINIMUM OF 12" FROM THE EDGE OF THE TRENCH OPENING.
  2. REMOVE AND REPLACE PAVEMENT & CRUSHED BASE COURSE WHERE NEAT LINE IS LESS THAN 24" FROM EDGE OF EXISTING PAVEMENT, EDGE OF CURB OR AS INDICATED ON THE PLANS. DEPTH OF NEW PAVEMENT SECTION BETWEEN TRENCH AND EDGE OF PAVEMENT SHALL MATCH TYPICAL ASPHALT SECTION - STREET. REMOVE SUBGRADE AS NECESSARY TO MATCH NEW PAVEMENT SECTION. SEE PLAN/PROFILE AND EXPANDED PLANS FOR ADDITIONAL PAVEMENT REPLACEMENT LIMITS.

**TYPICAL TRENCH DETAIL** (5)  
 NO SCALE C8.0

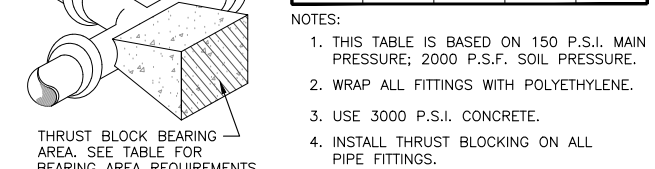


- \* SEE O.S.H.A. CONSTRUCTION STANDARDS FOR EXCAVATIONS, SEC. 1926, SUBPART P
- NOTES:
1. WHERE TRENCH PASSES THROUGH EXISTING PAVEMENT, THE PAVEMENT SHALL BE CUT ALONG A NEAT VERTICAL LINE A MINIMUM OF 12" FROM THE EDGE OF THE TRENCH OPENING.
  2. REMOVE AND REPLACE PAVEMENT & CRUSHED BASE COURSE WHERE NEAT LINE IS LESS THAN 24" FROM EDGE OF EXISTING PAVEMENT, EDGE OF CURB OR AS INDICATED ON THE PLANS. DEPTH OF NEW PAVEMENT SECTION BETWEEN TRENCH AND EDGE OF PAVEMENT SHALL MATCH TYPICAL ASPHALT SECTION - STREET. REMOVE SUBGRADE AS NECESSARY TO MATCH NEW PAVEMENT SECTION. SEE PLAN/PROFILE AND EXPANDED PLANS FOR ADDITIONAL PAVEMENT REPLACEMENT LIMITS.
  3. TRENCH PLUGS PER DETAIL 10/C7.0 SHALL BE INSTALLED WHENEVER ALTERNATE TYPE 1 PIPE BEDDING IS USED.

**ALTERNATE TYPE 1 PIPE TRENCH DETAIL** (6)  
 NO SCALE C8.0



THRUST BLOCK BEARING AREAS (SQ. FT.)				
PIPE SIZES	TEES & PLUGS	90° BEND	45° BEND & WYES	REDUCERS, 2 1/2" & 1 1/4" BEND
6"	3.8	5.2	2.9	1.5
8"	6.7	9.5	5.0	2.6
12"	15.3	21.8	11.9	5.8
18"	34.7	47.7	26.5	13.6
20"	42.8	58.9	32.7	16.8
24"	61.7	84.8	47.1	24.2
30"	96.4	132.5	73.6	37.9

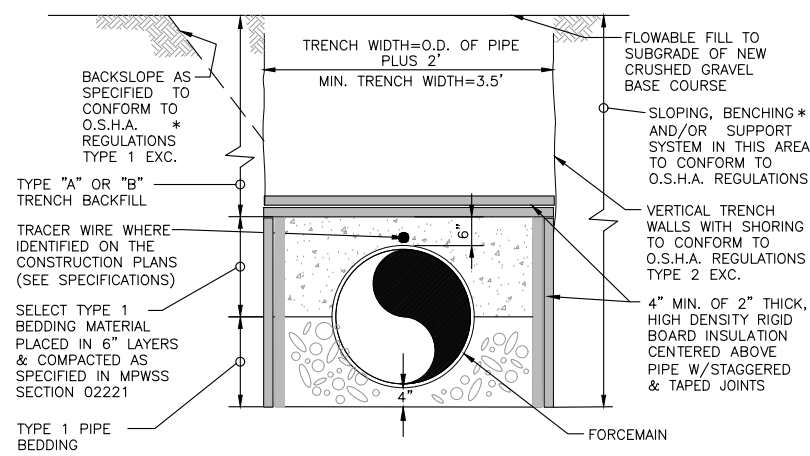


**CONCRETE THRUST BLOCKING DETAIL** (7)  
 NO SCALE C8.0

- NOTES:
1. THIS TABLE IS BASED ON 150 P.S.I. MAIN PRESSURE; 2000 P.S.F. SOIL PRESSURE.
  2. WRAP ALL FITTINGS WITH POLYETHYLENE.
  3. USE 3000 P.S.I. CONCRETE.
  4. INSTALL THRUST BLOCKING ON ALL PIPE FITTINGS.

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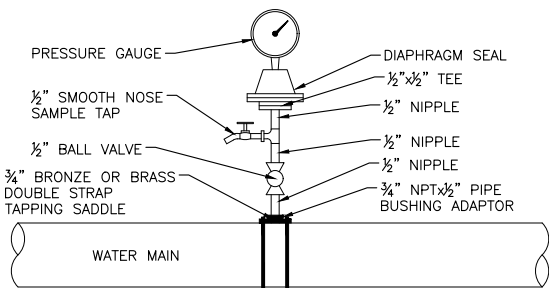
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\* SEE O.S.H.A. CONSTRUCTION STANDARDS FOR EXCAVATIONS, SEC. 1926, SUBPART P

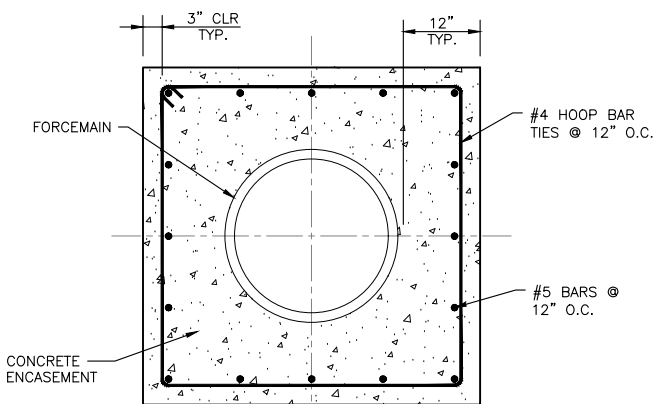
- NOTES:
- WHERE TRENCH PASSES THROUGH EXISTING PAVEMENT, THE PAVEMENT SHALL BE CUT ALONG A NEAT VERTICAL LINE A MINIMUM OF 12" FROM THE EDGE OF THE TRENCH OPENING.
  - REMOVE AND REPLACE PAVEMENT & CRUSHED BASE COURSE WHERE NEAT LINE IS LESS THAN 24" FROM EDGE OF EXISTING PAVEMENT, EDGE OF CURB OR AS INDICATED ON THE PLANS. DEPTH OF NEW PAVEMENT SECTION BETWEEN TRENCH AND EDGE OF PAVEMENT SHALL MATCH TYPICAL ASPHALT SECTION - STREET. REMOVE SUBGRADE AS NECESSARY TO MATCH NEW PAVEMENT SECTION. SEE PLAN/PROFILE AND EXPANDED PLANS FOR ADDITIONAL PAVEMENT REPLACEMENT LIMITS.

**RIGID BOARD INSULATION AT FORCE MAIN CROSSING DETAIL 1**  
NO SCALE C8.1

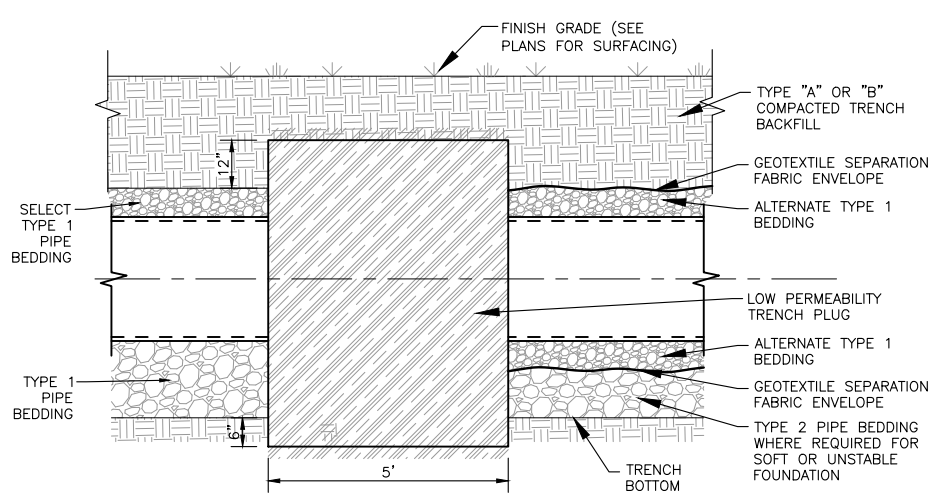


- NOTES:
- DIAPHRAGM SEAL/PRESSURE GAUGE ASSEMBLY SHALL BE FACTORY ASSEMBLED AND CALIBRATED.
  - ALL FITTINGS SHALL BE BRONZE OR BRASS.
  - BALL VALVES SHALL BE BRONZE OR BRASS, FULL PORT, IN-LINE, TWO PIECE, END ENTRY VALVES. BALL VALVES SHALL HAVE A 500PSI NON-SHOCK COLD RATING AND CONFORM TO ASTM B584-C8440 BRONZE.
  - PRESSURE GAUGE FITTING, VALVE, SAMPLE TAP AND ACCESSORIES DO NOT REQUIRE FIELD COATING.

**PRESSURE GAUGE DETAIL 5**  
NO SCALE C8.1

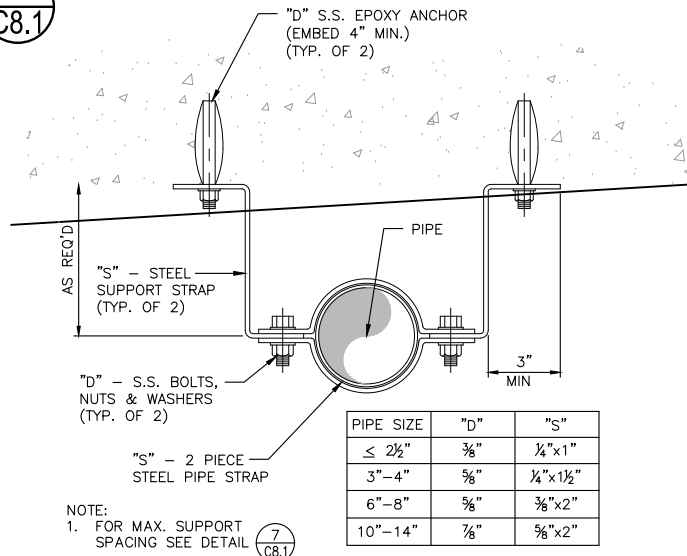


**TYPICAL CONCRETE PIPE ENCASEMENT DETAIL 9**  
NO SCALE C8.1



- NOTES:
- REFERENCE MPWSS SECTION 02222 FOR LOW PERMEABILITY MATERIAL SPECIFICATIONS.
  - TRENCH PLUGS SHALL BE INSTALLED AT 100' MAX. INTERVALS ALONG WATER MAIN ALIGNMENT WHEREVER ALTERNATE TYPE 1 PIPE BEDDING IS PLACED OR AT LOCATIONS SHOWN ON PLANS.

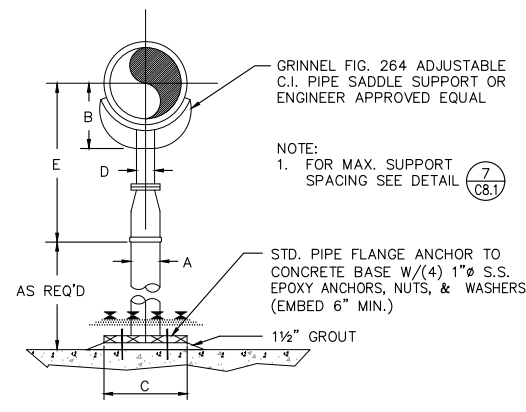
**TRENCH PLUG DETAIL 2**  
NO SCALE C8.1



PIPE SIZE	"D"	"S"
≤ 2½"	¾"	¼"x1"
3"-4"	¾"	¼"x1½"
6"-8"	¾"	¾"x2"
10"-14"	¾"	¾"x2"

- NOTE:
- FOR MAX. SUPPORT SPACING SEE DETAIL 7 C8.1

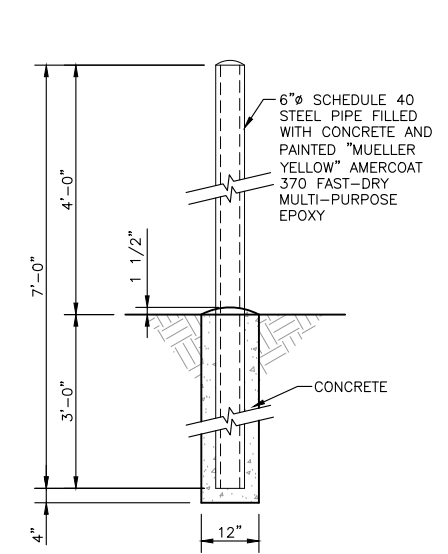
**PIPE HANGER DETAIL 6**  
NO SCALE C8.1



FOR BASE, HEIGHT & FLANGE DIMENSIONS SEE TABLE BELOW.

PIPE SIZE	A	B	C	D	E	
					MIN	MAX
6	3"	5½"	7½"	2½"	10½"	15¼"
8	3"	6¾"	7½"	2½"	11¾"	16½"
12	3"	9½"	7½"	2½"	15"	19¾"
20	6"	15¾"	11"	3½"	21"	25½"
24	6"	17½"	11"	4"	23¾"	28¼"

**PIPE SUPPORT DETAIL 3**  
NO SCALE C8.1

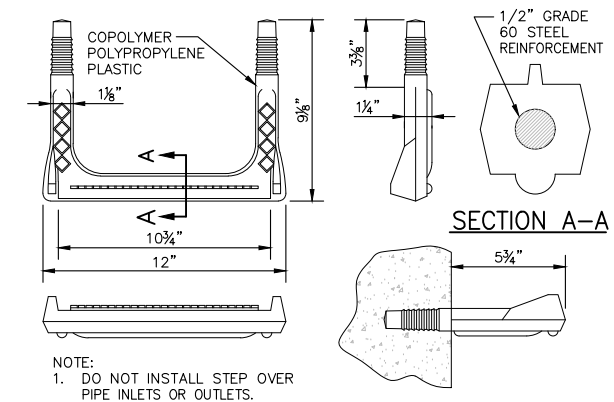


**BOLLARD DETAIL 4**  
NO SCALE C8.1

TYPE OF PIPE	PIPE SIZE (INCHES)											
	¾	1	1½	2	2½	4	6	10	12	18	20	24
STEEL OR DUCTILE IRON	6	7	9	10	11	14	17	22	23	28	30	32
PVC SCHEDULE 40	4½	5	5½	5½	6½	7	8	9	10½			
PVC SCHEDULE 80	5	5½	6	6½	7½	8½	9½					
COPPER & BRASS TUBING	6	6	8	9	10	12						

- NOTES:
- CONTINUOUS SUPPORT SHALL BE USED WHEN INDIVIDUAL SUPPORT SPACING BECOMES ECONOMICALLY PROHIBITIVE.
  - PIPE SUPPORT DATA FOR PIPES NOT LISTED SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL.
  - COAT PIPE SUPPORT TO MATCH PIPE COLOR AND COATING SYSTEM (TYP.).

**MAXIMUM PIPE SUPPORT SPACING DETAIL 7**  
NO SCALE C8.1



- NOTE:
- DO NOT INSTALL STEP OVER PIPE INLETS OR OUTLETS.

**CONTROL STRUCTURE STEP DETAIL 8**  
NO SCALE C8.1

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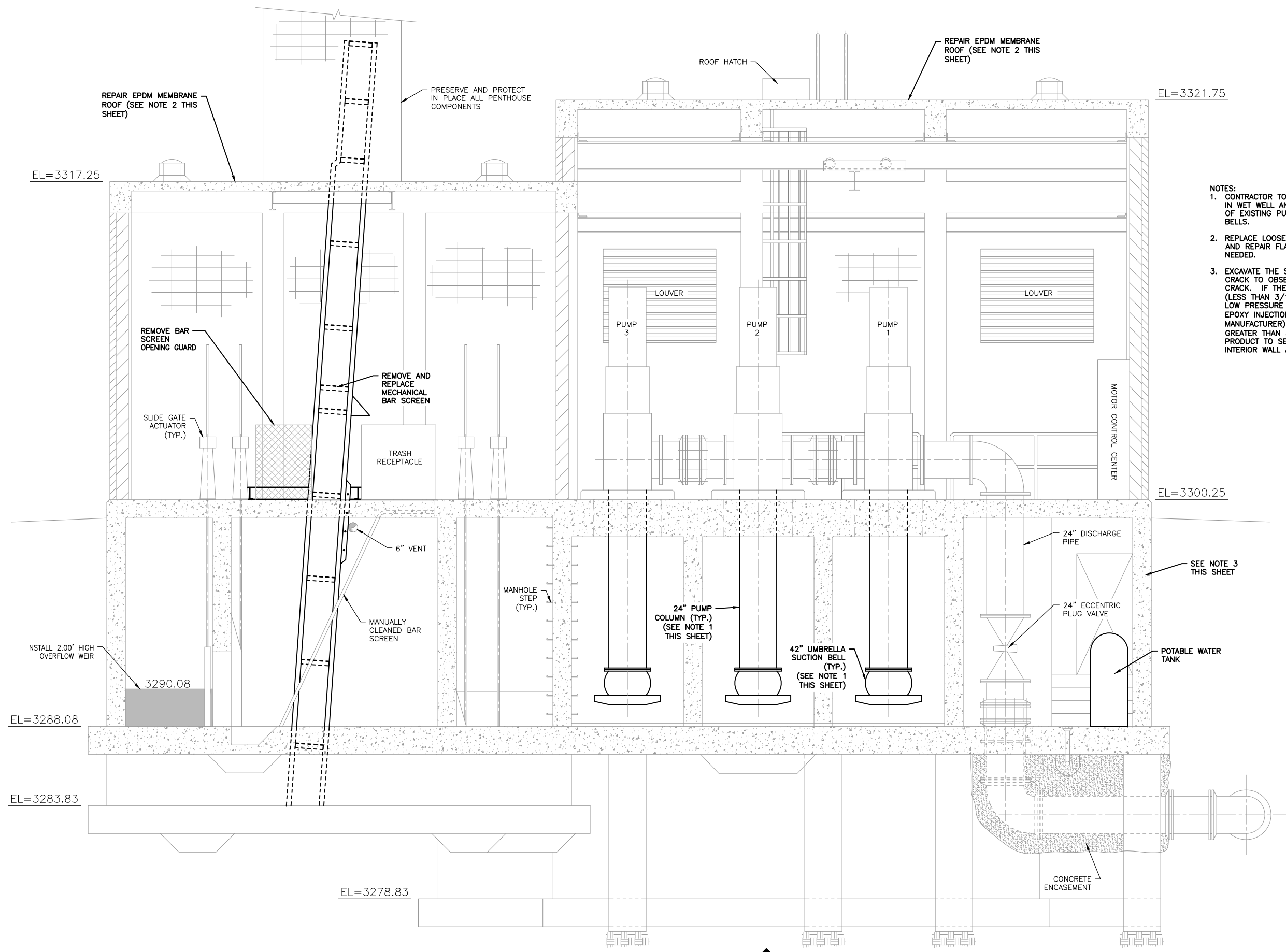
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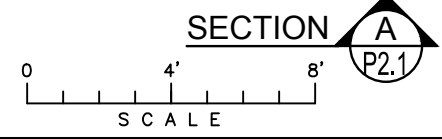


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SEWAGE LIFT STATION NO. 1 AND SUPPLEMENTAL FORCEMAIN IMPROVEMENTS  
GREAT FALLS, MONTANA O.F. 1758.1  
LIFT STATION NO. 1 IMPROVEMENTS  
BUILDING SECTION



- NOTES:
1. CONTRACTOR TO ACCESS PUMP COLUMNS IN WET WELL AND COORDINATE EVALUATION OF EXISTING PUMP COLUMNS AND SUCTION BELLS.
  2. REPLACE LOOSE SCREWS, UNBLOCK DRAINS AND REPAIR FLASHING AND MEMBRANE AS NEEDED.
  3. EXCAVATE THE SOIL NEXT TO FOUNDATION CRACK TO OBSERVE THE SEVERITY OF THE CRACK. IF THE CRACK IS SMALL ENOUGH (LESS THAN 3/16"), FILL THE CRACK WITH LOW PRESSURE EPOXY USING A SIMPSON EPOXY INJECTION SYSTEM (OR EQUIVALENT MANUFACTURER). IF THE CRACK IS GREATER THAN 3/16", USE A SIKAFLEX PRODUCT TO SEAL THE CRACK. REPAIR INTERIOR WALL AS WELL.



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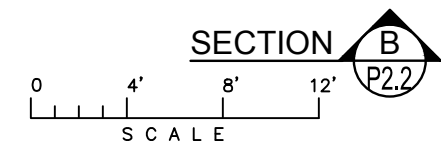
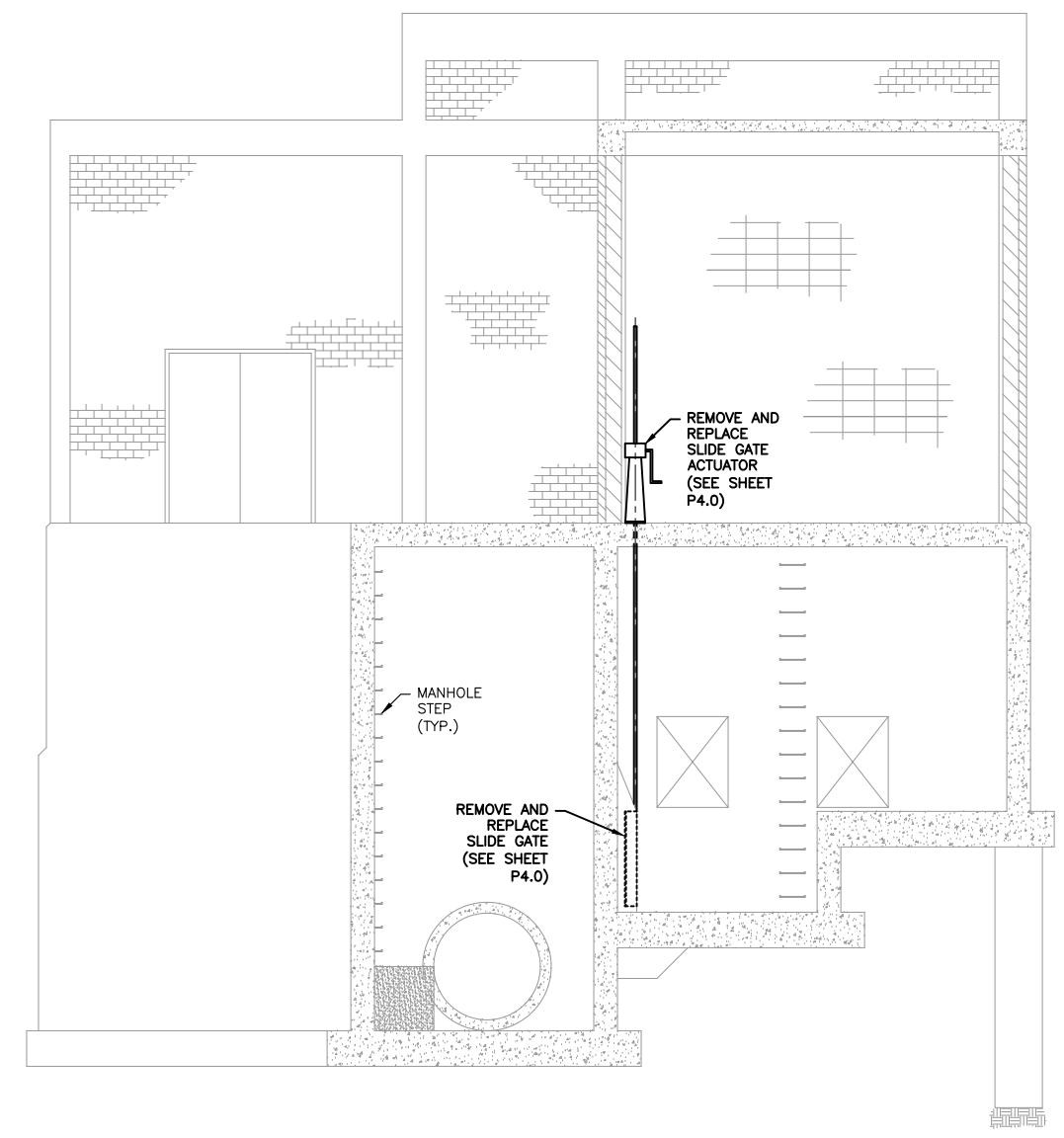
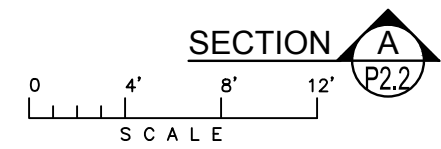
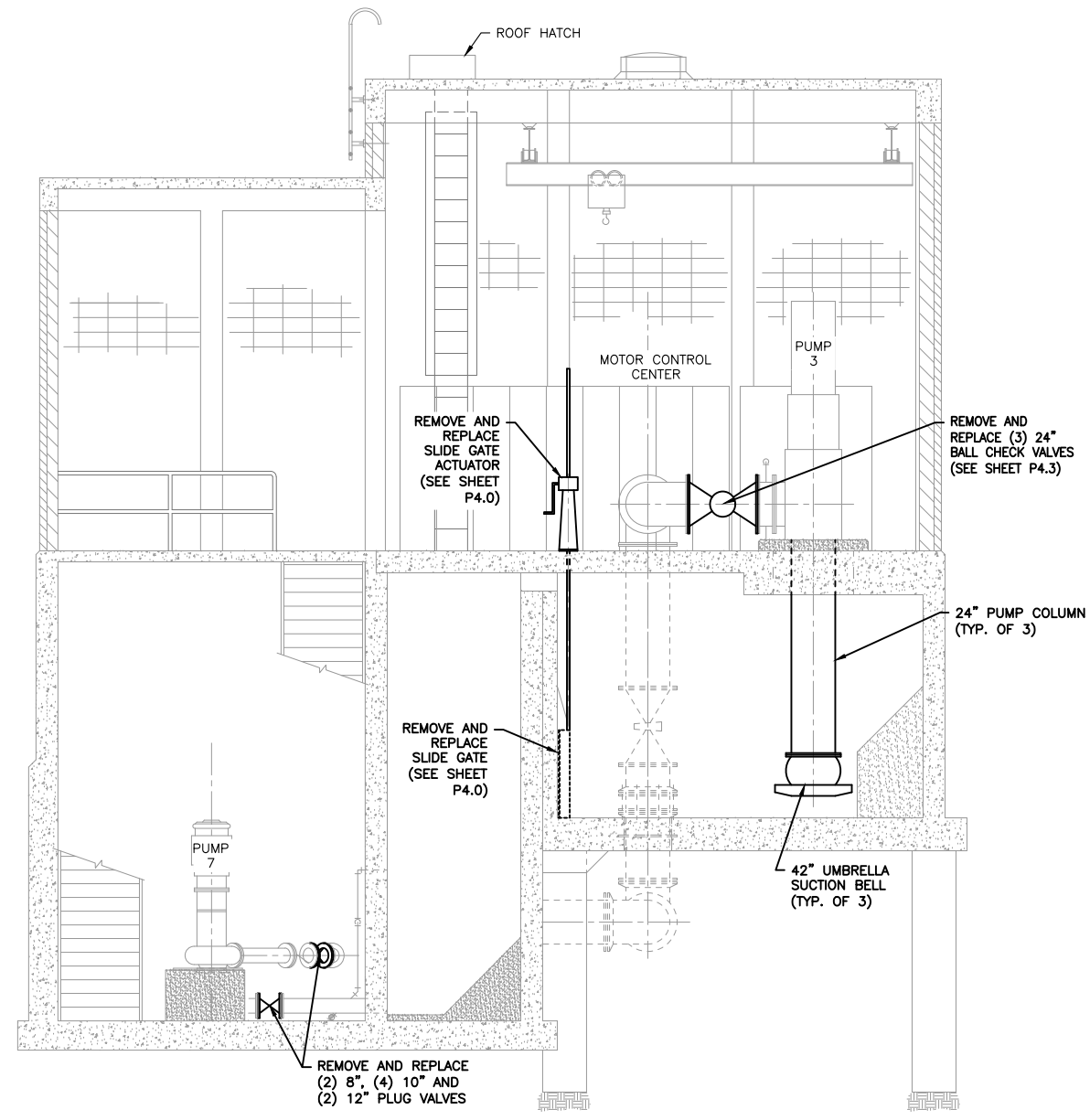
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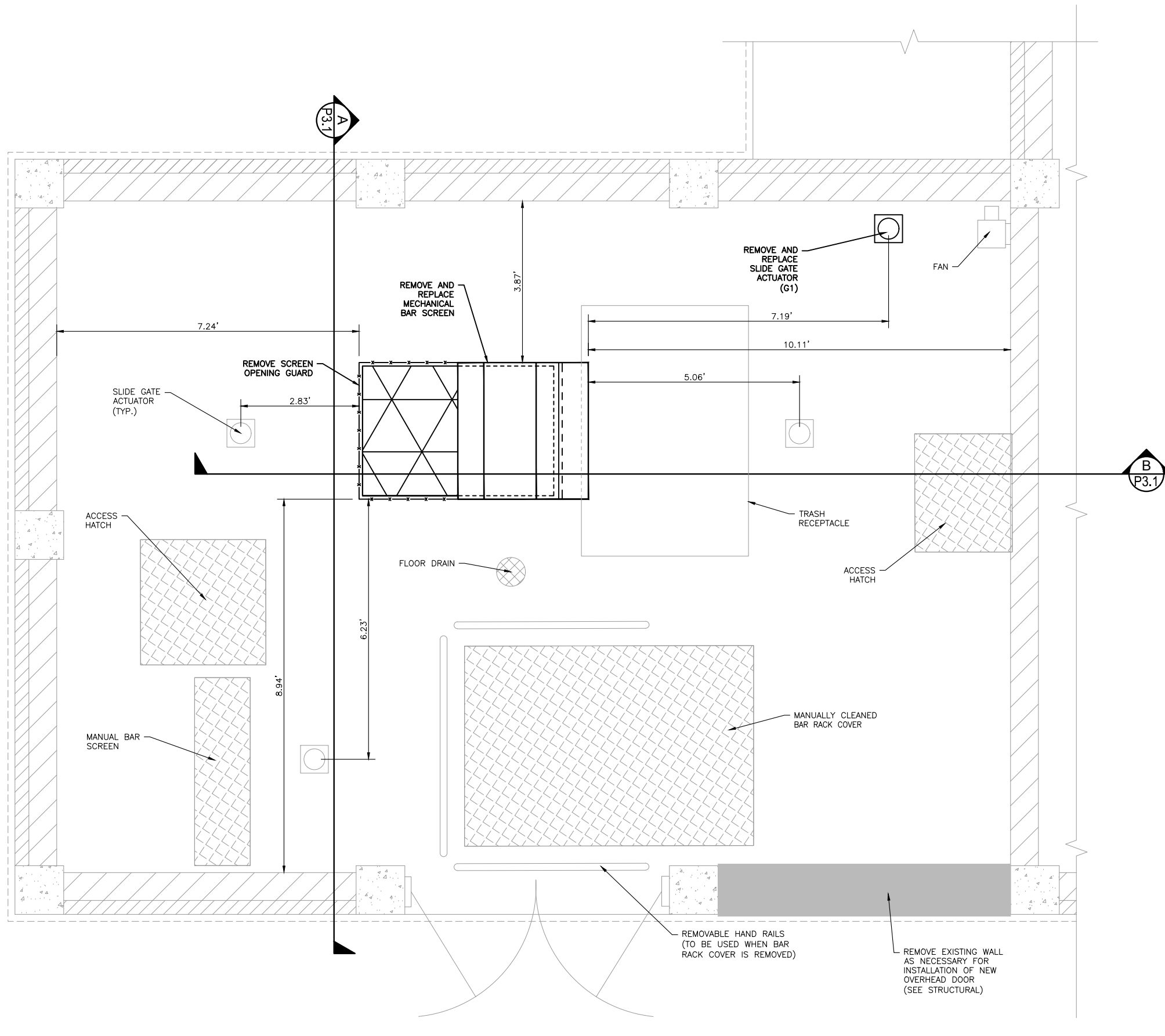
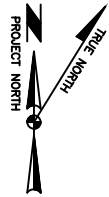


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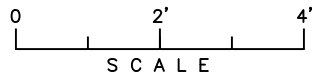
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 GREAT FALLS, MONTANA O.F. 1758.1  
 LIFT STATION NO. 1 IMPROVEMENTS  
 BUILDING SECTIONS



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SCREENINGS ROOM OPERATING FLOOR PLAN



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 GREAT FALLS, MONTANA O.F. 1758.1  
 LIFT STATION NO. 1 IMPROVEMENTS  
 EXISTING BAR SCREEN AND PRESS PLAN

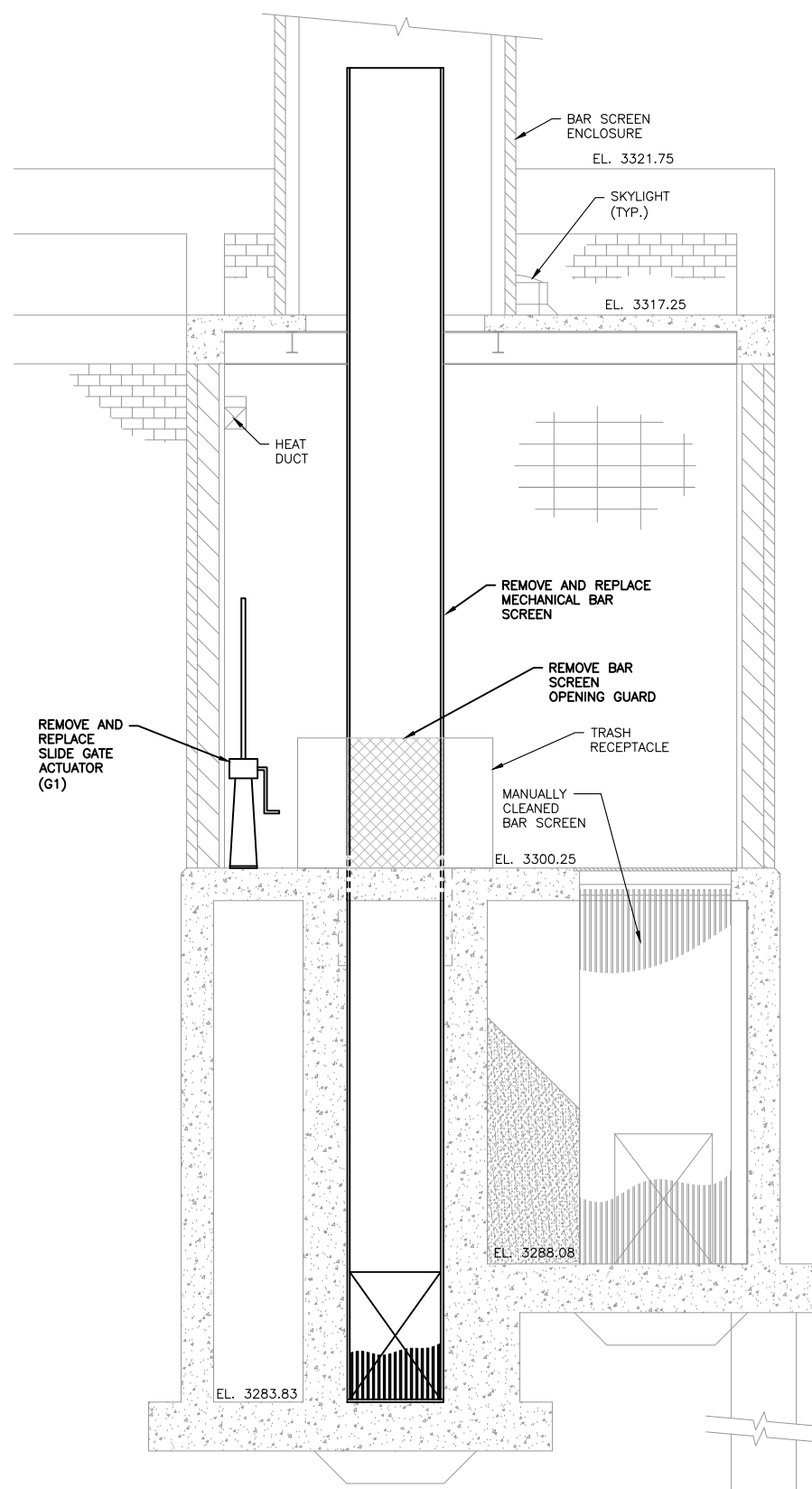
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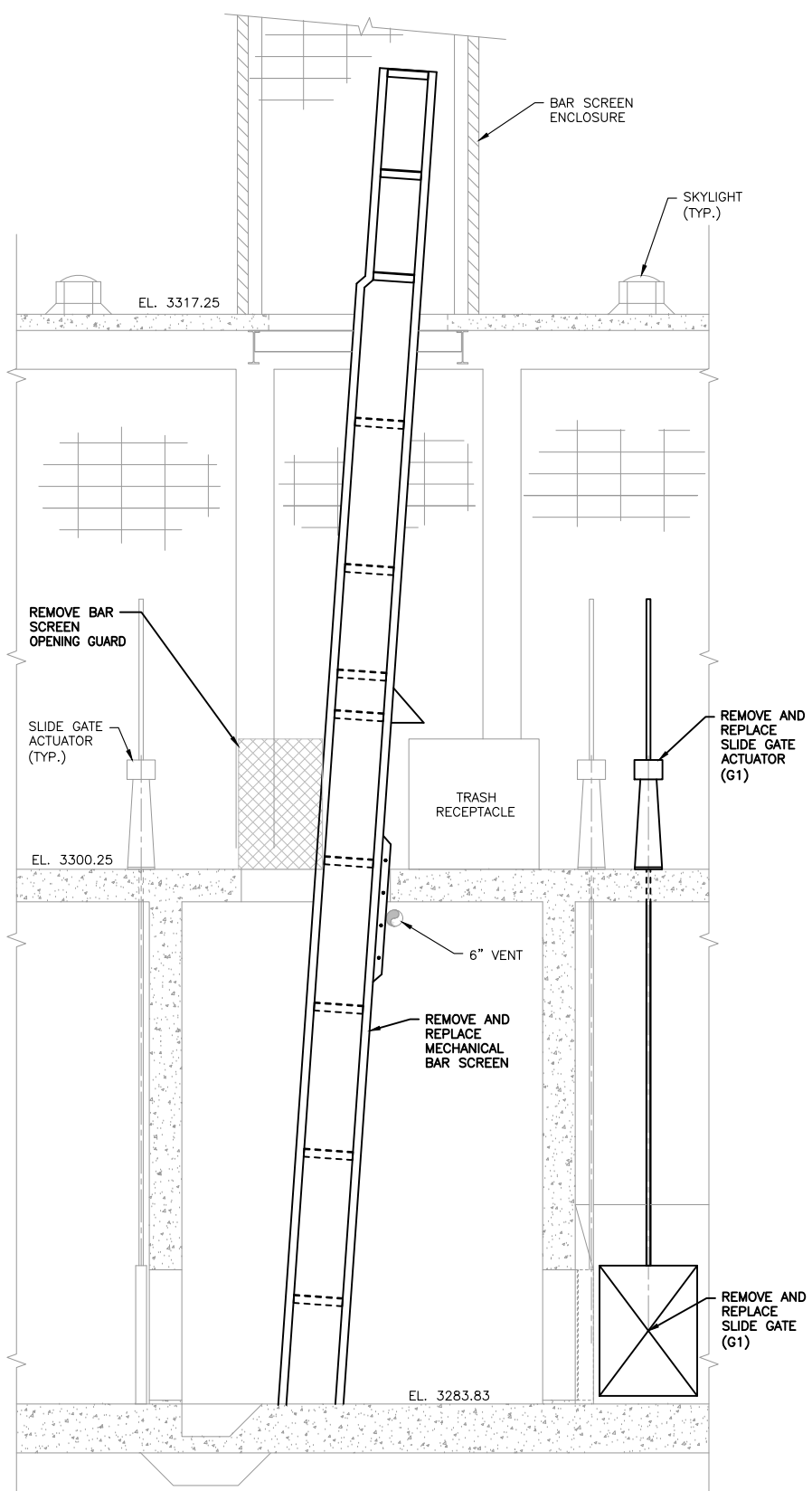


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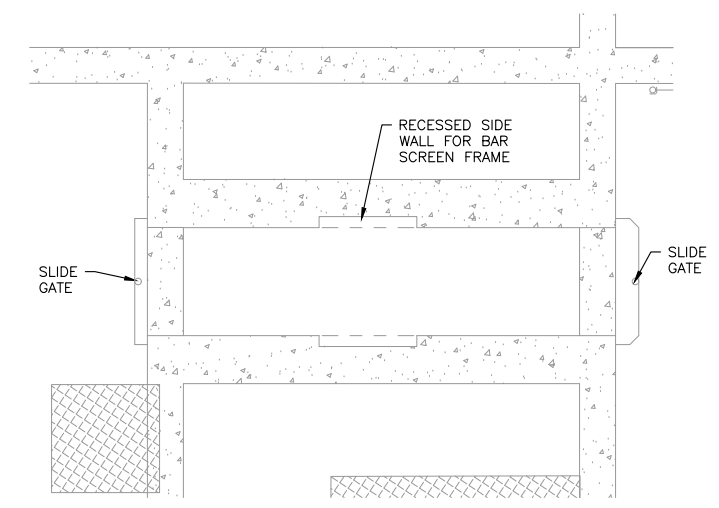
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GREAT FALLS, MONTANA O.F.1758.1  
LIFT STATION NO. 1 IMPROVEMENTS  
EXISTING BAR SCREEN AND SECTIONS



SECTION A  
SCALE 0 4' 8'  
P3.1



SECTION B  
SCALE 0 4' 8'  
P3.1

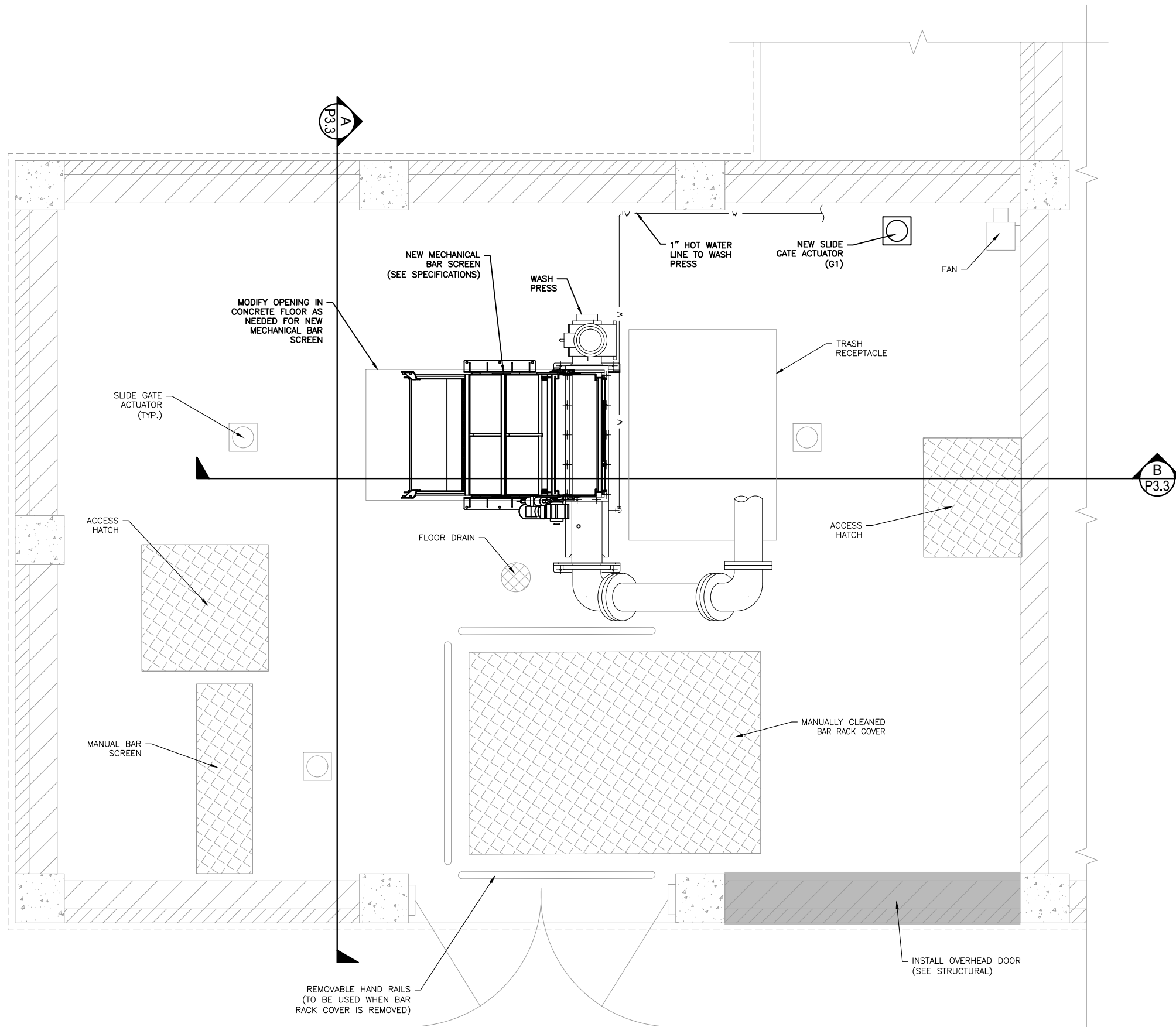
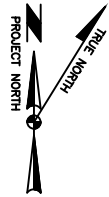


PARTIAL PLAN OF SCREENING AREA BELOW OPERATING FLOOR  
SCALE 0 4' 8'

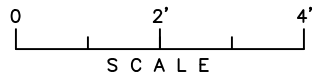
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SCREENINGS ROOM OPERATING FLOOR PLAN



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SEWAGE LIFT STATION NO. 1 AND SUPPLEMENTAL FORCEMAIN IMPROVEMENTS  
 GREAT FALLS, MONTANA O.F. 1758.1

LIFT STATION NO. 1 IMPROVEMENTS  
 NEW BAR SCREEN AND PRESS PLAN

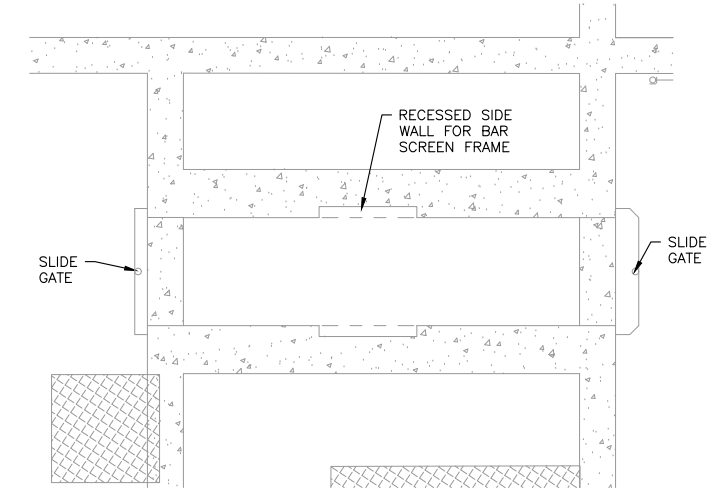
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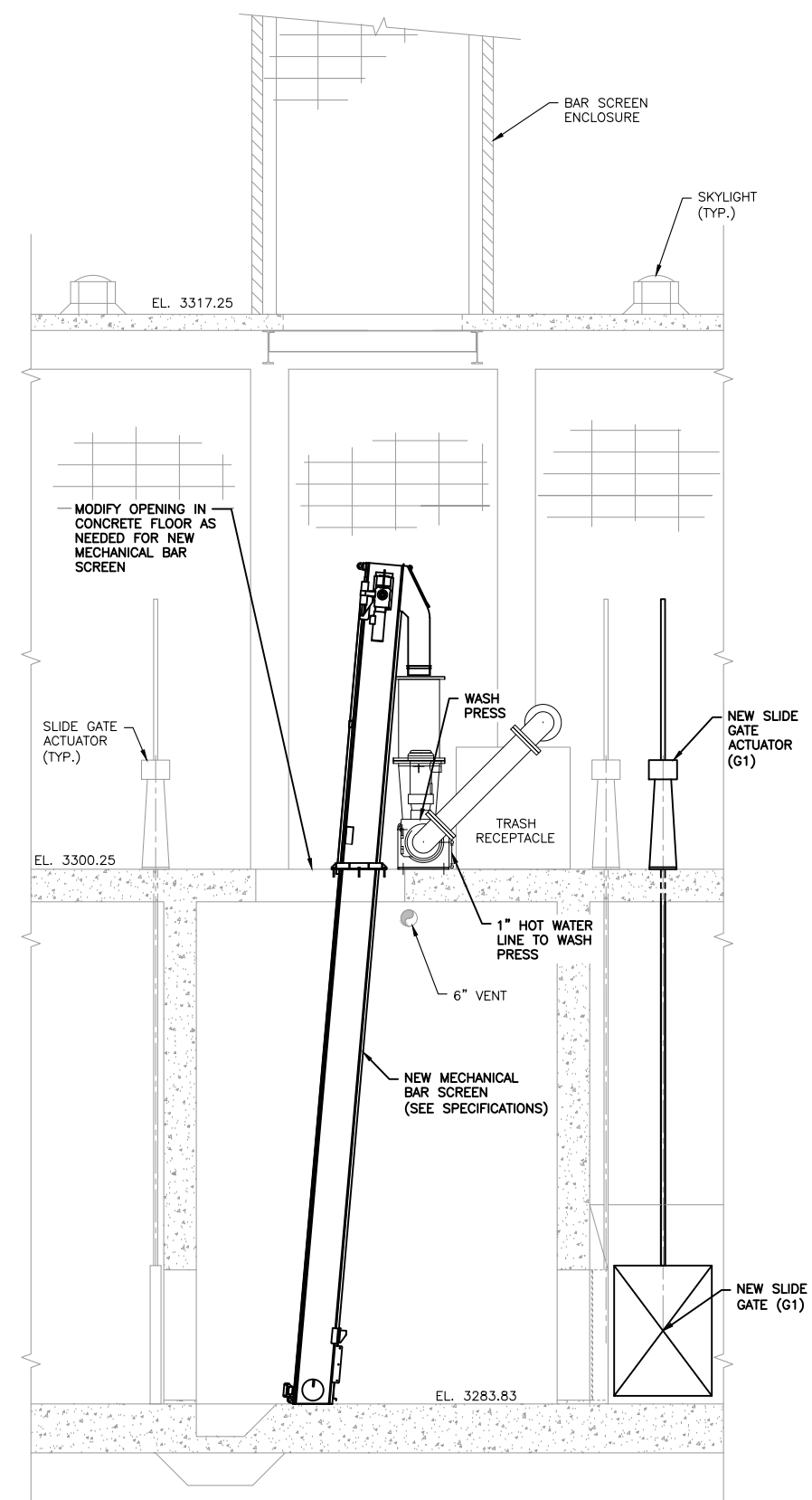


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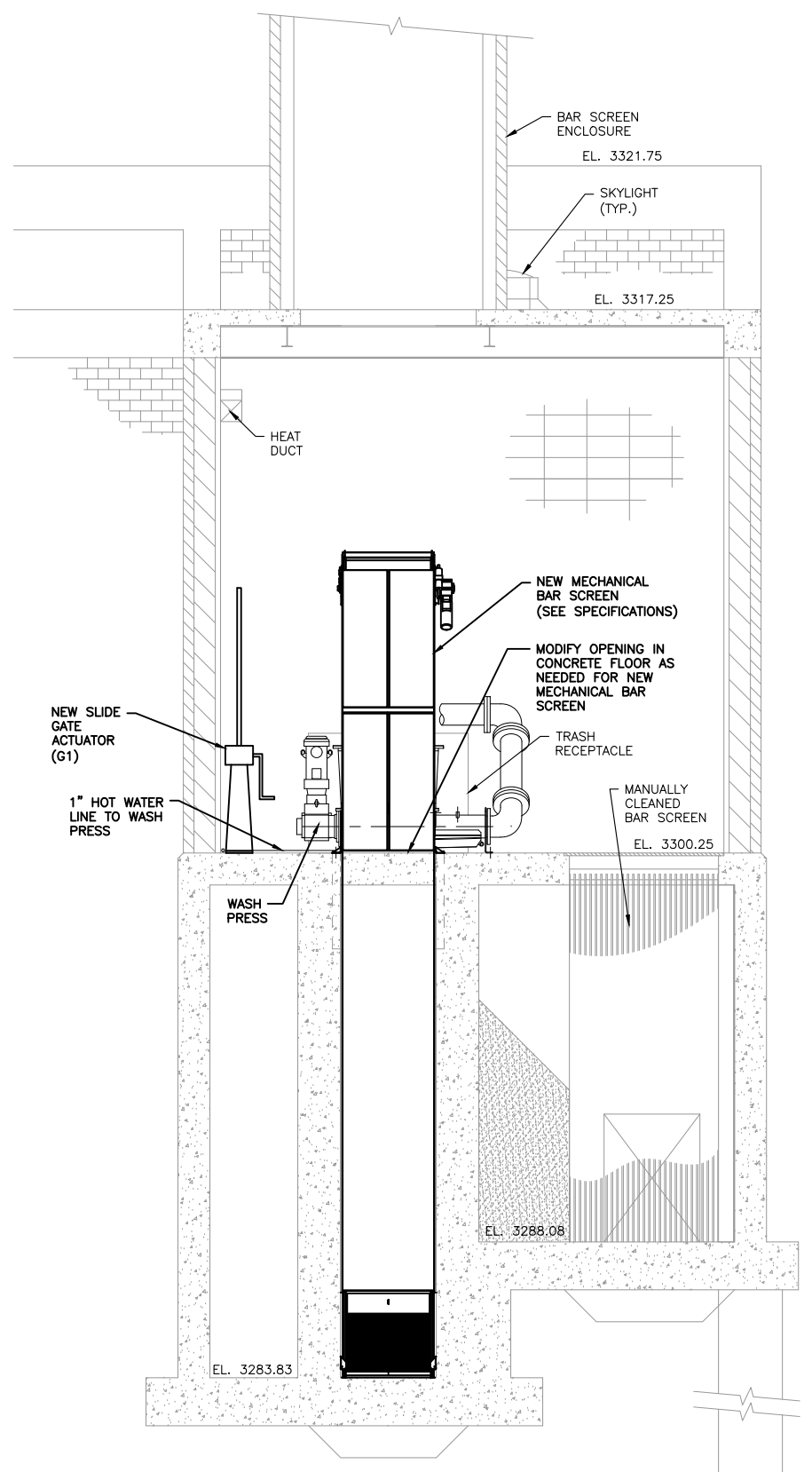
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 GREAT FALLS, MONTANA O.F.1758.1  
 LIFT STATION NO. 1 IMPROVEMENTS  
 NEW BAR SCREEN AND SECTIONS



PARTIAL PLAN OF SCREENING AREA BELOW OPERATING FLOOR



SECTION B  
 P3.3  
 SCALE: 0, 4', 8'



SECTION A  
 P3.3  
 SCALE: 0, 4', 8'

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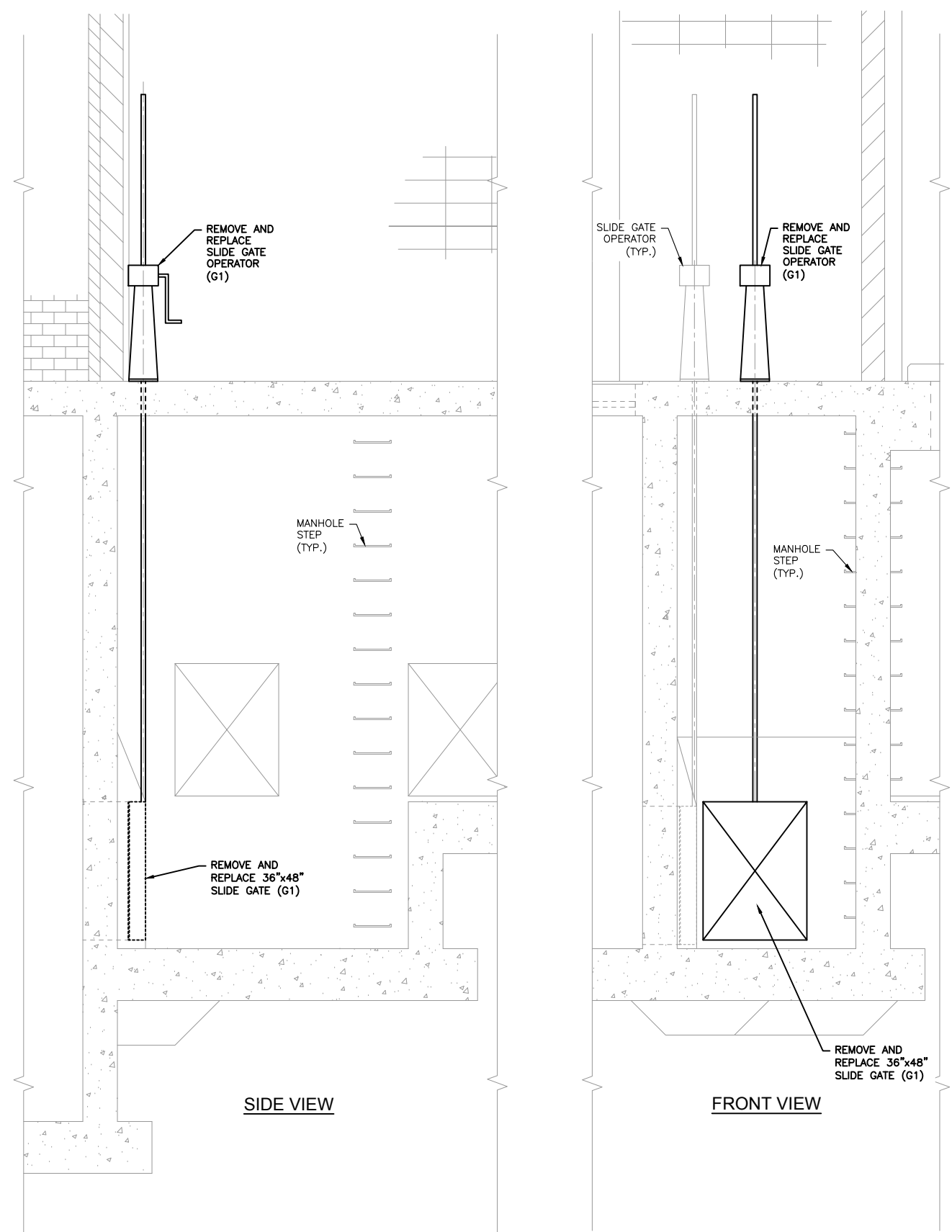
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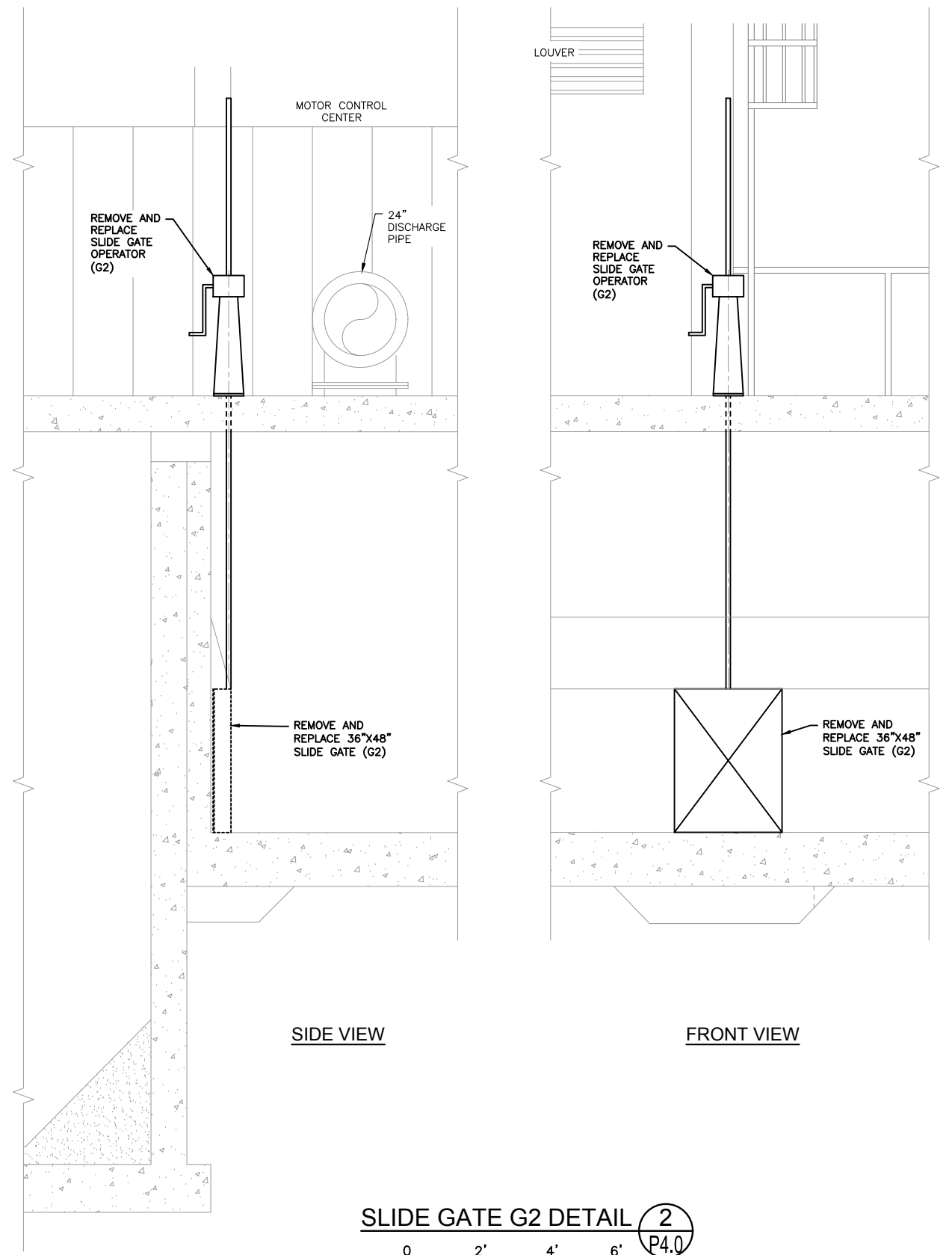


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GREAT FALLS, MONTANA O.F.1758.1  
LIFT STATION NO. 1 IMPROVEMENTS  
SLIDE GATE REPLACEMENT DETAILS



SLIDE GATE G1 DETAIL 1  
SCALE 0 2' 4' 6'  
P4.0



SLIDE GATE G2 DETAIL 2  
SCALE 0 2' 4' 6'  
P4.0

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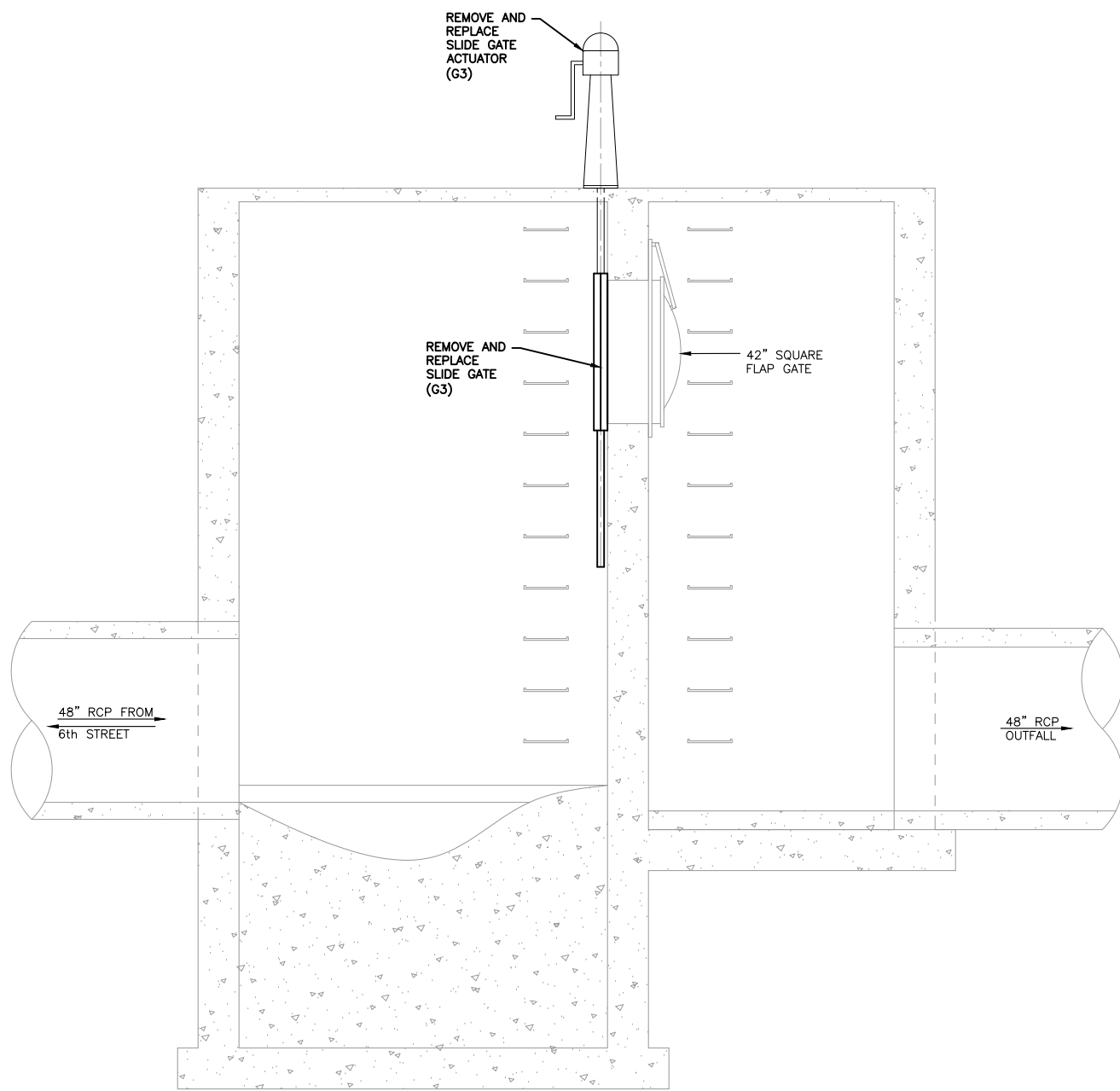
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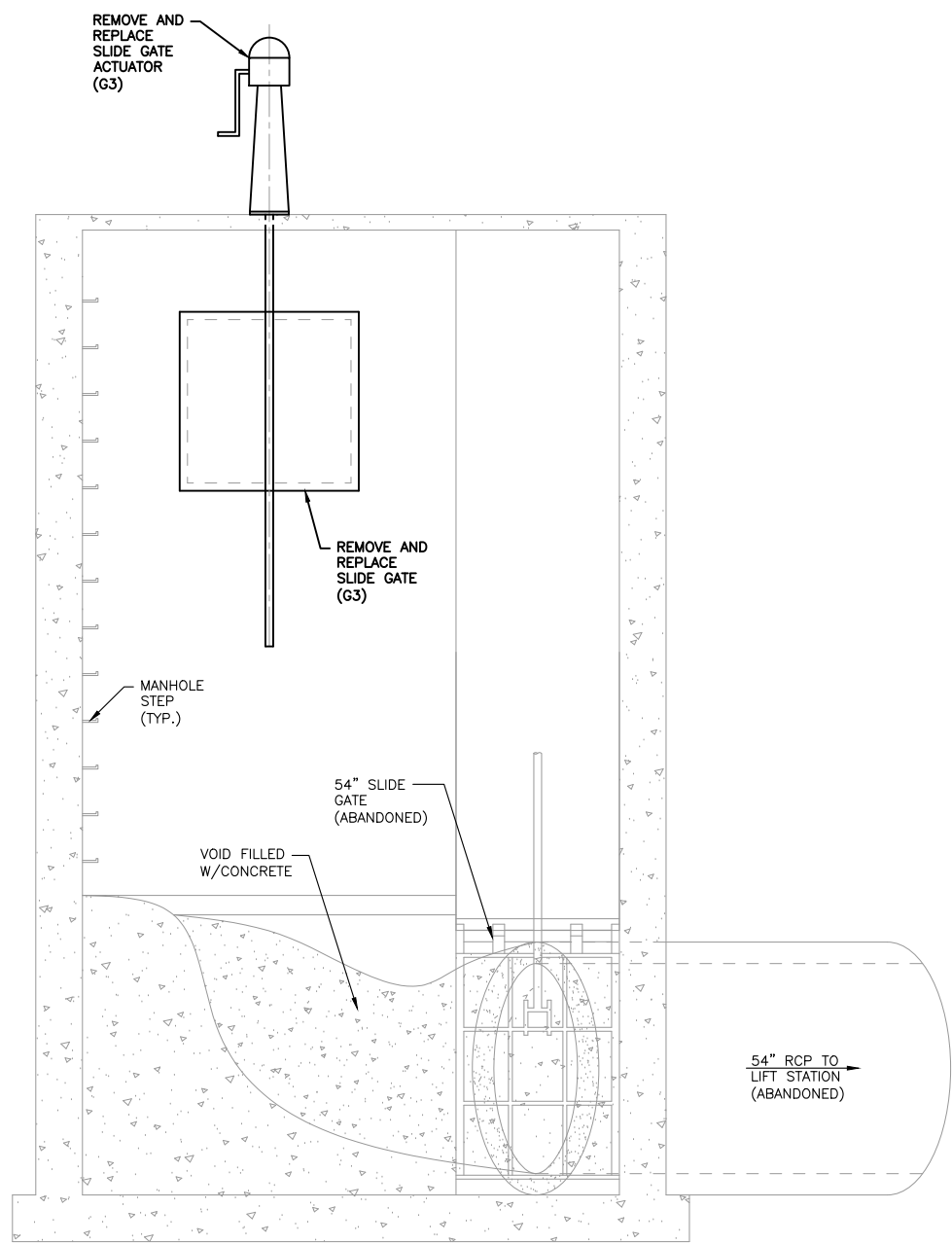


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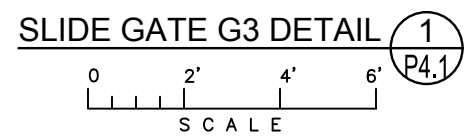
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GREAT FALLS, MONTANA O.F. 1758.1  
LIFT STATION NO. 1 IMPROVEMENTS  
SLIDE GATE REPLACEMENT DETAILS



SIDE VIEW

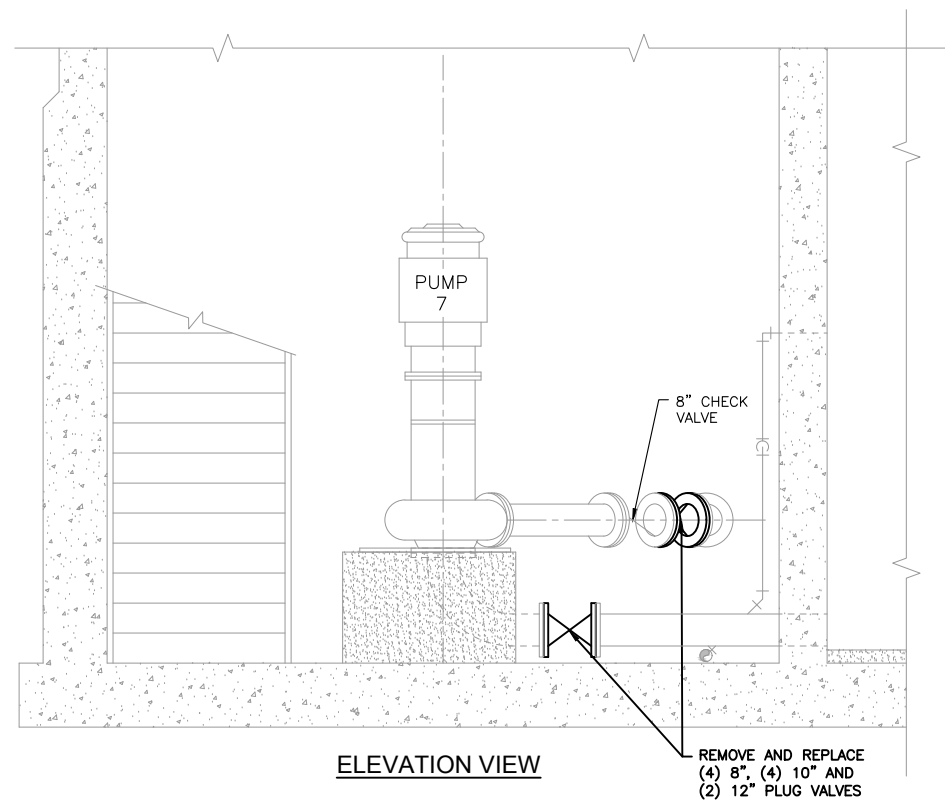


FRONT VIEW



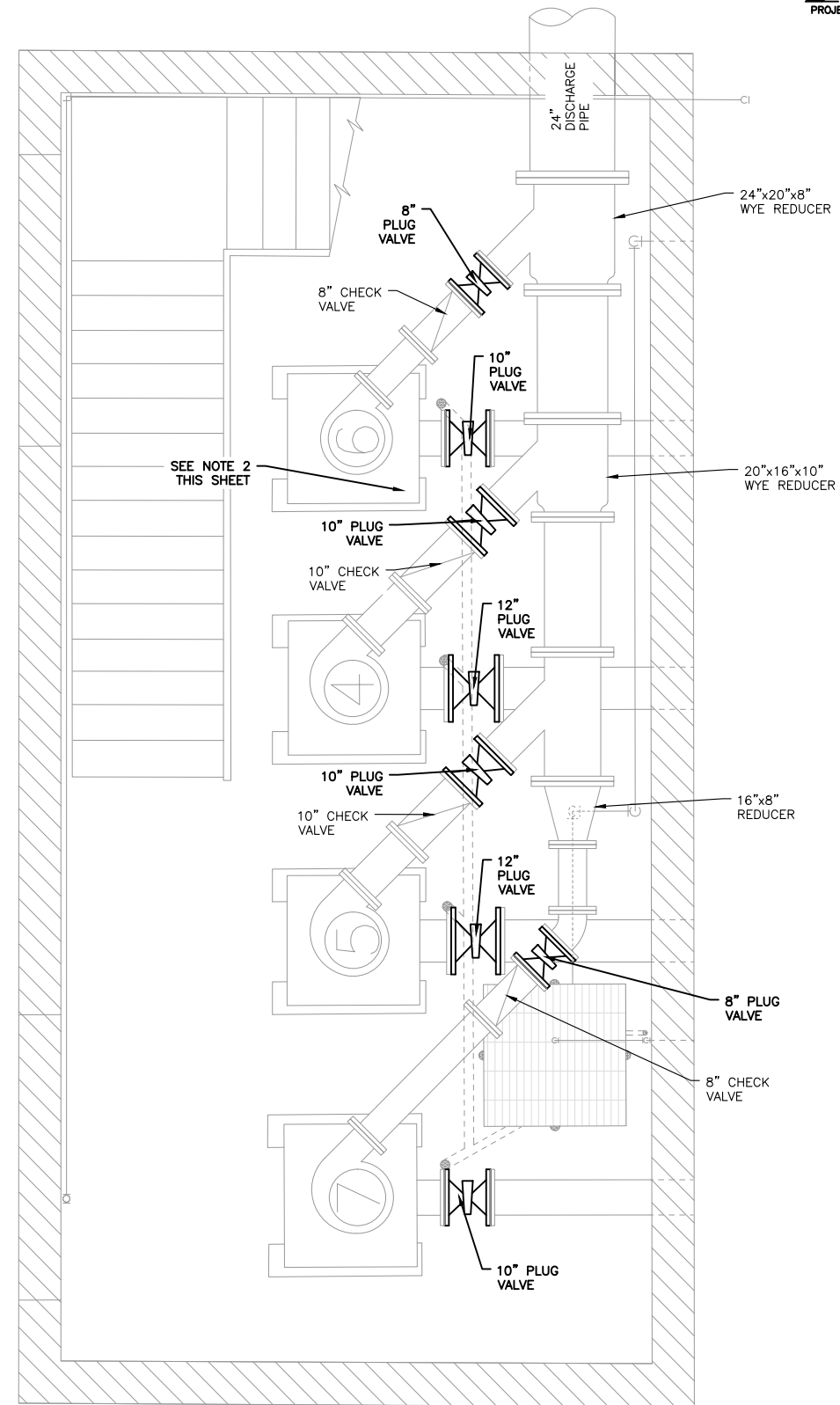
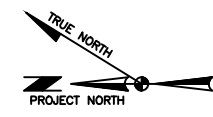
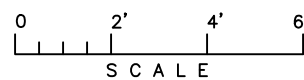
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- NOTE:**
1. REPLACEMENT VALVE SHALL BE OF EQUAL SIZE AND LENGTH AS THE EXISTING VALVE, OR PROVIDE PIPING MODIFICATIONS AS NECESSARY TO ACCOMMODATE NEW VALVE.
  2. REPLACE THE EXISTING ANCHOR BOLT WITH A NEW EPOXY ANCHOR. SEAL THE CRACK USING AN EPOXY FROM A SIMPSON INJECTION SYSTEM OR ONE THAT IS APPROVED BY AN EQUIVALENT MANUFACTURER. THE EPOXY SHOULD ADHERE THE CRACKED PIECE OF CONCRETE TO THE MAIN BODY FOR AN EQUIVALENT CONCRETE STRENGTH.

**BASEMENT PUMP ROOM**



**PLAN VIEW**

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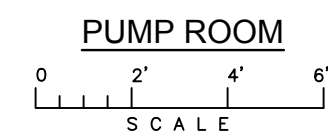
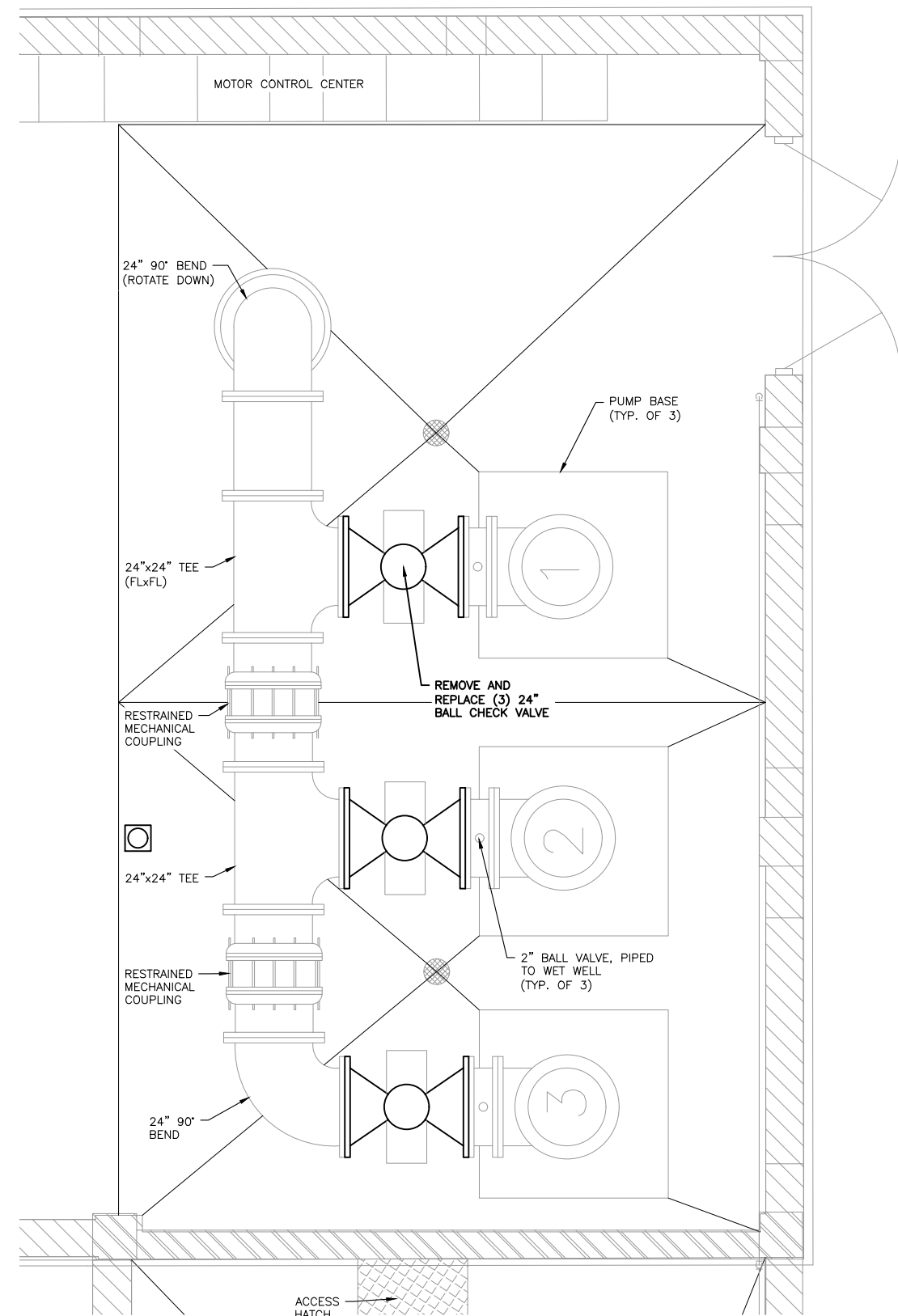
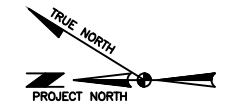
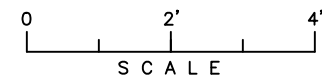
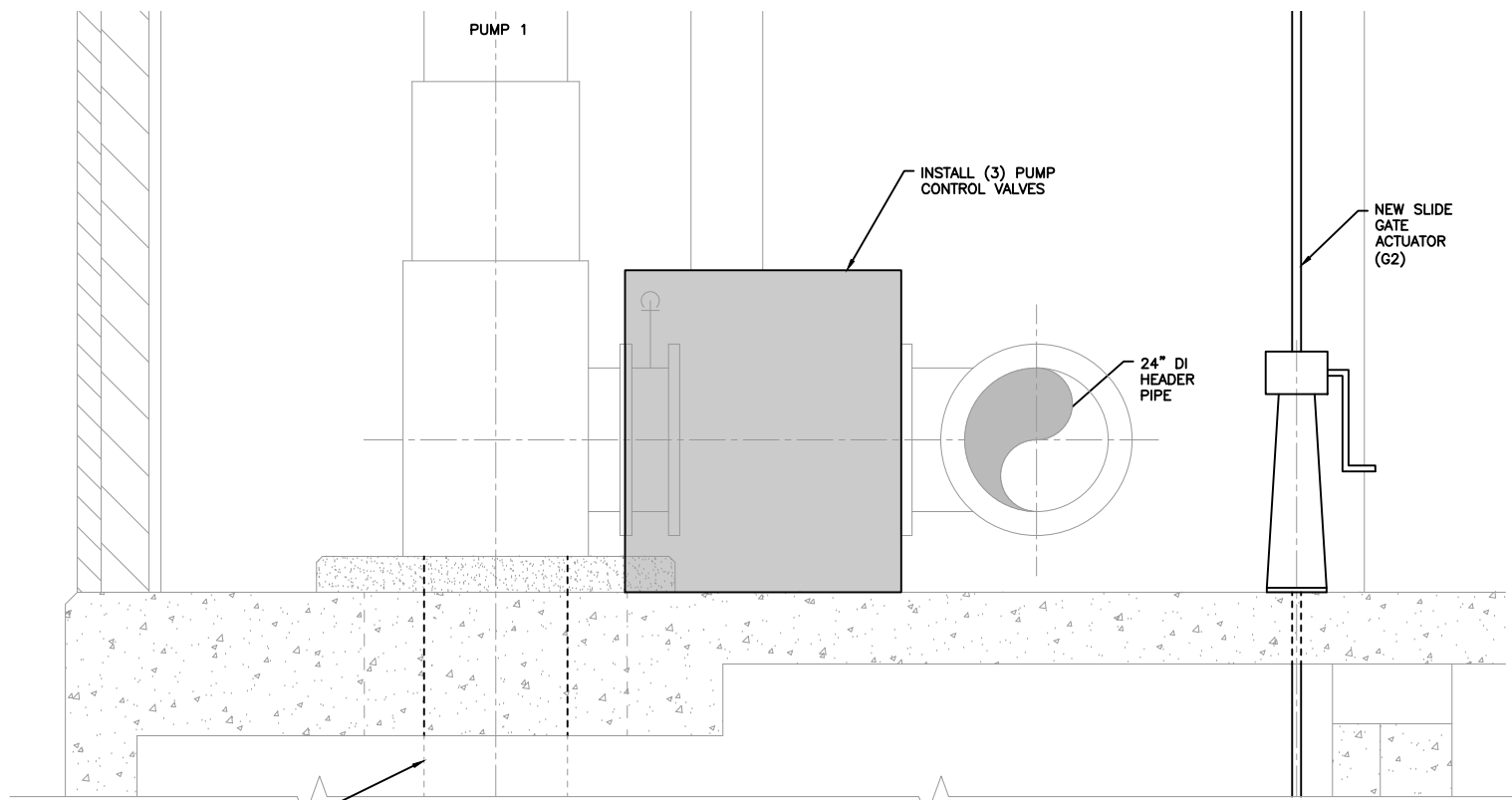
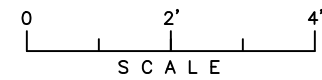
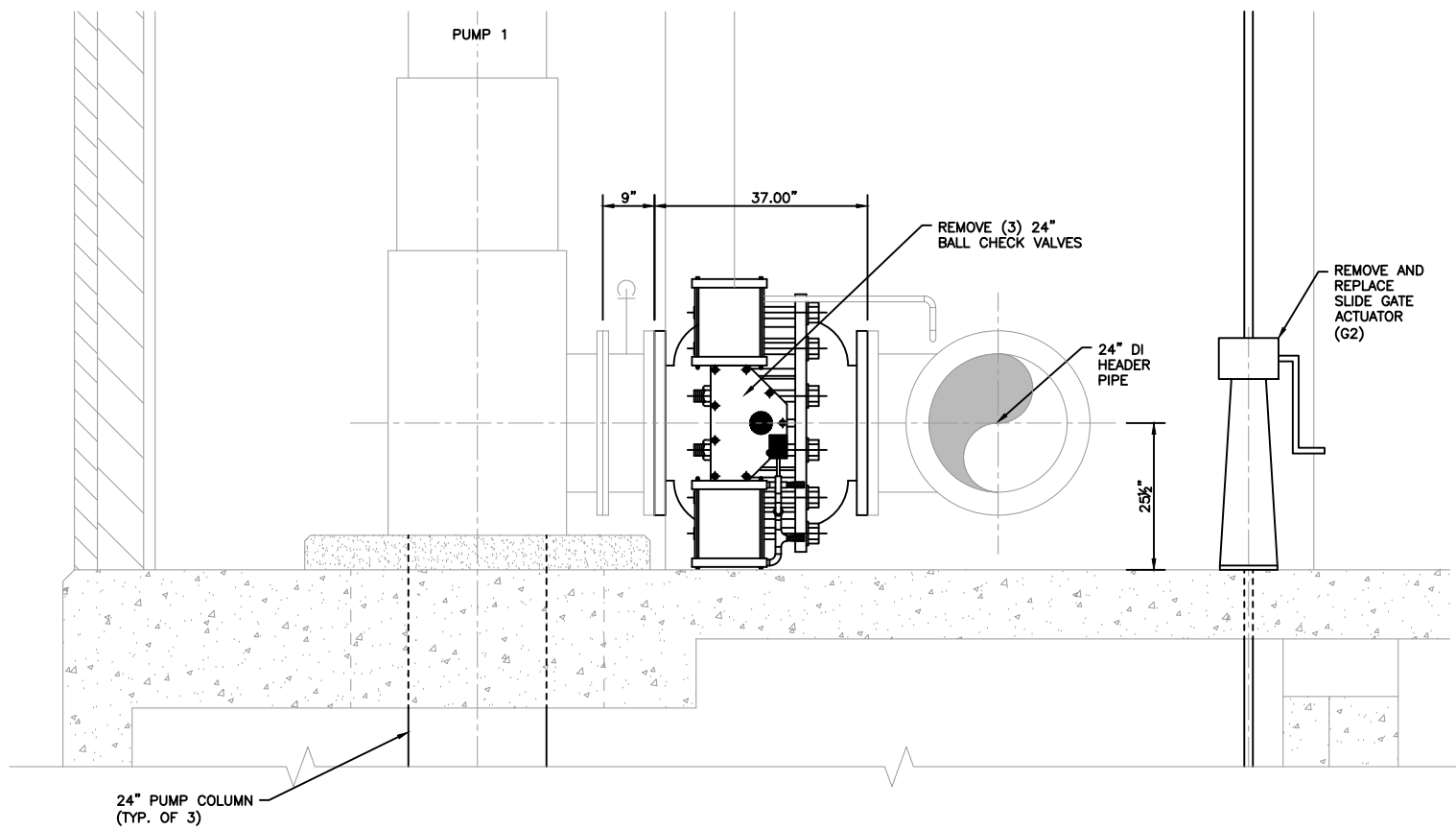


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**SEWAGE LIFT STATION NO. 1 AND SUPPLEMENTAL FORCEMAIN IMPROVEMENTS  
 GREAT FALLS, MONTANA O.F. 1758.1**

**LIFT STATION NO. 1 IMPROVEMENTS  
 WASTEWATER PLUG VALVES**

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SEWAGE LIFT STATION NO. 1 AND SUPPLEMENTAL FORCEMAIN IMPROVEMENTS  
 GREAT FALLS, MONTANA O.F. 1758.1  
 LIFT STATION NO. 1 IMPROVEMENTS  
 STORM PUMP BALL CHECK VALVE AND PUMP COLUMNS

## GENERAL NOTES

### CODES & STANDARDS

- INTERNATIONAL BUILDING CODE – 2021 IBC
- AMERICAN SOCIETY OF CIVIL ENGINEERS – ASCE 7-16
- AMERICAN CONCRETE INSTITUTE – ACI 318-19
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION – AISC 360-16
- SEISMIC PROVISIONS FOR STRUCTURAL STEEL BUILDINGS – AISC 341-16
- AMERICAN WELDING SOCIETY – AWS D1.4/D1.4M-2018
- NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION – NDS 2018
- INTERNATIONAL MASONRY INSTITUTE – TMS 402-16/TMS 602-16
- ASTM STANDARDS FOR THE MATERIALS SPECIFIED

### DESIGN & STRUCTURAL CRITERIA

- PROJECT LOCATION/LOCAL JURISDICTION: GREAT FALLS, MT
- RISK CATEGORY: CATEGORY III – FOR DETERMINATION OF LOADING, IMPORTANCE & OTHER STRUCTURAL ENGINEERING DESIGN FACTORS.
- SOIL DESIGN CRITERIA
  - FROST DEPTH: 48 INCHES
  - ALLOWABLE BEARING PRESSURE: 2000 PSF
  - COEFFICIENT OF FRICTION: .35
  - ACTIVE EARTH PRESSURE: 30 PSF/FT
  - AT-REST EARTH PRESSURE: 60 PSF/FT
  - PASSIVE EARTH PRESSURE: 250 PSF/FT
- DEAD LOADS
  - GRATING DEAD LOAD: 20 PSF
- LIVE LOADS
  - GRATING LIVE LOAD: 200 PSF
- WIND DESIGN CRITERIA
  - BASIC WIND SPEED, V: 115 MPH
  - ALLOWABLE STRESS WIND SPEED, Vasd: 89 MPH
  - EXPOSURE D
  - INTERNAL PRESSURE COEFFICIENT: ±0.18
- SEISMIC DESIGN CRITERIA
  - Ss = 0.16g, S1 = 0.057g
  - SITE SOIL CLASSIFICATION: D
  - IF = 1.25
  - SDS = 0.169g, SD1 = 0.106g
  - SEISMIC DESIGN CATEGORY B
  - SEISMIC DESIGN RESPONSE COEFFICIENT: Cs = 0.0525
  - ANALYSIS PROCEDURE: EQUIVALENT LATERAL FORCE
  - LATERAL FORCE RESISTING SYSTEM = ORDINARY REINFORCED CONCRETE SHEAR WALLS, R = 5

### MISCELLANEOUS

- THE QUALITY OF WORKMANSHIP SHOULD BE SET AND SUPERVISED BY THE CONTRACTOR TO PASS BUILDING DEPT. OR ENGINEER INSPECTION FOR ROUGH CONSTRUCTION. THE LEVEL OF QUALITY AND TOLERANCE SHOULD BE APPROPRIATE FOR THE INSTALLED ELEMENT TO RECEIVE THE NEXT IN-LINE FINISH ASPECT OF CONSTRUCTION.
- THE PURPOSE OF PROJECT DRAWINGS IS TO DEPICT THE OVERALL SCOPE OF THE PROJECT. THE PROJECT DRAWINGS HAVE BEEN DEVELOPED TO SHOW A LEVEL OF DETAIL WITH THE OBJECTIVE OF PLAN CHECK APPROVAL AND ISSUANCE OF A BUILDING PERMIT. THIS MODERATE LEVEL OF DETAIL USED SHOULD ALLOW FOR A VARIETY OF STANDARD CONSTRUCTION METHODS AND SEQUENCES. THE PROJECT DRAWINGS ARE INTENDED TO COMPLY WITH THE ORDINANCES, RULES AND REGULATIONS OF THE JURISDICTION IN WHICH THE BUILDING IS LOCATED.
- THE CONTRACT STRUCTURAL DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNOLOGIES, SEQUENCES AND PROCEDURES.
- CONSTRUCTION MATERIAL SHALL BE SPREAD OUT IF PLACED ON FRAMED FLOORS OR ROOF. LOAD SHALL NOT EXCEED THE DESIGN LIVE LOAD PER SQUARE FOOT.
- WHERE REFERENCE IS MADE TO VARIOUS TEST STANDARDS FOR MATERIALS, SUCH STANDARDS SHALL BE THE LATEST EDITION AND/OR ADDENDUM.
- OPTIONS ARE FOR CONTRACTOR'S CONVENIENCE. THEY SHALL BE RESPONSIBLE FOR ALL CHANGES NECESSARY IF THEY CHOOSE AN OPTION AND THEY SHALL COORDINATE ALL DETAILS.
- NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL STRUCTURAL NOTES AND TYPICAL DETAILS. WHERE NO SPECIFIC DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT.
- TYPICAL DETAILS ARE NOT CUT ON DRAWINGS, BUT APPLY UNLESS NOTED OTHERWISE.
- IN THE CASE OF DISCREPANCIES BETWEEN THE GENERAL NOTES, SPECIFICATIONS, PLANS/DETAILS OR REFERENCE STANDARDS, THE ARCHITECT/ENGINEER SHALL DETERMINE WHICH SHALL GOVERN. DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK. SHOULD ANY DISCREPANCY BE FOUND IN THE CONTRACT DOCUMENTS, THE CONTRACTOR WILL BE DEEMED TO HAVE INCLUDED IN THE PRICE THE MOST EXPENSIVE WAY OF COMPLETING THE WORK, UNLESS PRIOR TO THE SUBMISSION OF THE PRICE, THE CONTRACTOR ASKS FOR A DECISION FROM THE ARCHITECT AS TO WHICH SHALL GOVERN. ACCORDINGLY, ANY CONFLICT IN OR BETWEEN THE CONTRACT DOCUMENTS SHALL NOT BE A BASIS FOR ADJUSTMENT IN THE CONTRACT PRICE.
- VISITS TO THE JOBSITE BY THE ENGINEER TO OBSERVE CONSTRUCTION DO NOT IN ANY WAY MEAN THAT THEY ARE THE GUARANTORS OF THE CONTRACTORS WORK, NOR SUPERVISION, NOR SAFETY AT THE JOBSITE.
- REVIEW OF SHOP DRAWINGS BY THE ENGINEER IS FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT AND GENERAL COMPLIANCE WITH THE CONTRACT DOCUMENTS. REVIEW OF SUCH SHOP DRAWINGS BY THE ENGINEER SHALL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR CORRECTNESS OF DIMENSIONS, FABRICATION DETAILS, SPACE REQUIREMENTS, AND ERRORS IN THE SHOP DRAWINGS, OR FOR DEVIATIONS FROM THE CONTRACT DRAWINGS OR SPECIFICATIONS UNLESS THE CONTRACTOR HAS SPECIFICALLY CALLED ATTENTION TO SUCH DEVIATIONS IN WRITING BY A LETTER ACCOMPANYING THE SHOP DRAWINGS AND THE ENGINEER APPROVES SUCH CHANGE OR DEVIATION IN WRITING.
- THE CONTRACTOR IS RESPONSIBLE FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK THAT CONFORMS TO THE REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) SAFETY AND HEALTH STANDARDS FOR THE CONSTRUCTION INDUSTRY.
- ESTABLISH AND VERIFY ALL OPENINGS AND INSERTS FOR ARCHITECTURAL, MECHANICAL, ELECTRICAL AND PLUMBING WITH APPROPRIATE TRADES, DRAWINGS AND SUBCONTRACTORS PRIOR TO CONSTRUCTION. DO NOT PENETRATE ANY STRUCTURAL ELEMENTS (BEAMS, COLUMNS, WALLS, SLABS, STEEL DECKS, ETC.) WITHOUT PRIOR WRITTEN APPROVAL OF STRUCTURAL ENGINEER THROUGH ARCHITECT.
- ANY ENGINEERING DESIGN PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW SHALL BEAR THE SEAL OF A CIVIL OR STRUCTURAL ENGINEER REGISTERED IN THE STATE IN WHICH THE PROJECT IS LOCATED.
- CONTRACTOR SHALL COORDINATE ALL DIMENSIONS AND ELEVATIONS SHOWN ON STRUCTURAL DRAWINGS WITH ARCHITECTURAL, MECHANICAL, AND ELECTRICAL DRAWINGS. NOTED SCALES ARE INTENDED FOR FULL SIZE PLANS. DO NOT SCALE DRAWINGS, USE FIGURED DIMENSIONS ONLY.

## CONCRETE

- CONCRETE WORK SHALL CONFORM TO ALL REQUIREMENTS OF ACI 301, "STANDARD SPECIFICATIONS FOR STRUCTURAL CONCRETE" AND ACI 318, "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE." ALL REINFORCING SHALL CONFORM TO THE CRSI SPECIFICATIONS & HANDBOOK. CONCRETE PLACEMENT SHALL MEET ALL COLD WEATHER AND HOT WEATHER REQUIREMENTS OUTLINED IN ACI 306 & 305 RESPECTIVELY.
- ADDITION OF WATER TO THE BATCH FOR MATERIAL WITH INSUFFICIENT SLUMP WILL NOT BE PERMITTED, UNLESS THE SUPPLIER HAS SPECIFICALLY WITHHELD WATER FROM THE BATCH AT THE PLANT. IN SUCH CASE THE MIX DESIGN AND TRUCK TICKET MUST CLEARLY STATE THE MAXIMUM AMOUNT OF WATER THAT CAN BE ADDED TO THE BATCH ON SITE. IN NO CASE SHALL THE DESIGN WATER TO CEMENTITIOUS MATERIAL RATIO BE EXCEEDED.
- CONCRETE CONTAINING SUPERPLASTICIZING ADMIXTURE SHALL HAVE A SLUMP OF 4" +/- 1", TO BE FIELD VERIFIED, PRIOR TO ADDING ADMIXTURE, AND NOT EXCEEDING 8" AT PLACEMENT.
- MECHANICALLY VIBRATE ALL CONCRETE WHEN PLACED, INCLUDING SLABS ON GRADE AT 2'-0" OC AROUND AND UNDER-FLOOR DUCTS AND SLAB EDGES, REINFORCING, KEYS, ETC. MECHANICALLY VIBRATE ONLY THE TOP 5 FEET OF CAISSON CONCRETE. REVIBRATE TOP OF CAISSON 15 MINUTES AFTER PLACING CONCRETE.
- IF CONCRETE IS PLACED BY THE PUMP METHOD, SUPPORTS SHALL BE PRODUCED FOR THE HOSE. THE HOSE SHALL NOT BE ALLOWED TO CONTACT THE REBAR OR TENDONS. THIS REQUIREMENT IS MANDATORY. DISCHARGE SHALL BE DIRECTED SO AS TO PREVENT DISPLACEMENT OF REBAR, TENDONS, OR ACCESSORIES.
- REINFORCING SHALL BE CONTINUOUS AROUND ALL CORNERS AND THROUGH CONSTRUCTION JOINTS UNLESS SHOWN OTHERWISE.
- ALL HOOKS ON ALL BARS SHALL BE STANDARD 90 DEGREE HOOKS UNLESS SHOWN OTHERWISE.
- REINFORCING STEEL SHALL NOT BE BENT OR STRAIGHTENED IN A MANNER INJURIOUS TO THE CONCRETE OR STEEL.
- ALL REINFORCING TO BE WELDED SHALL BE WELDED IN ACCORDANCE WITH AWS D1.4. NO TACK WELDING OF REINFORCING BARS IS ALLOWED WITHOUT PRIOR REVIEW OF PROCEDURE BY STRUCTURAL ENGINEER.
- ALL CONDUITS, GROUND WIRES, DRAINS, ANCHOR BOLTS, OTHER EMBEDDED ITEMS, ETC. SHALL BE IN PLACE BEFORE CONCRETE PLACEMENT.
- REINFORCING LAP SPLICES IN CONCRETE SHALL BE PER TYPICAL DETAIL UNLESS NOTED OTHERWISE. ALL SPLICE LOCATIONS ARE SUBJECT TO APPROVAL. PROVIDE BENT CORNER BARS TO MATCH AND LAP WITH HORIZONTAL BARS AT CORNERS AND INTERSECTIONS OF FOOTINGS AND WALLS.
- ALL FIELD BENDING OF REINFORCING SHALL BE STANDARD 90 DEGREE HOOKS AS DEFINED IN CURRENT ACI 318 UNLESS NOTED OR DETAILED OTHERWISE.
- WHEN TOTAL NUMBER OF REINFORCING BARS IS SHOWN ON DESIGN DRAWINGS AND SPACING IS NOT SPECIFIED, BARS SHALL BE EQUALLY SPACED.
- DETAILS OF REINFORCING NOT SHOWN IN THESE PLANS SHALL BE DONE IN ACCORDANCE WITH ACI 315 AND ACI 318.
- ALL SLABS-ON-GRADE SHALL HAVE CONTROL JOINTS CUT IN CONCRETE WITHIN 8 HOURS OF PLACEMENT AT A SPACING NO GREATER THAN 10' OC EW (UNO ON PLANS).
- CONCRETE PROPERTIES (SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS):

CAST-IN-PLACE PROPERTIES		
	FOOTINGS/ FOUNDATION WALLS	SLABS ON GRADE/ SLABS ON METAL DECK
MINIMUM 28-DAY COMPRESSIVE STRENGTH	4000 PSI	4500 PSI
MAXIMUM WATER-CEMENT RATIO (BY WT)	0.45	0.43
MAXIMUM AGGREGATE SIZE	¾"	¾"
PERCENT AIR CONTENT	4.5% - 7.5% *	4.5% - 7.5% *
MAXIMUM SLUMP	4" **	3" **

\* AIR CONTENT OF SLABS-ON-GRADE MAY BE REDUCED TO 2% MIN IF THE SLAB WILL BE PROTECTED FROM FREEZE/THAW CYCLES DURING AND AFTER CONSTRUCTION.

\*\* PROTECTED FROM FREEZE/THAW CYCLES DURING AND AFTER CONSTRUCTION. MAXIMUM SLUMP MAY BE INCREASED TO 8" WITH THE USE OF WATER-REDUCING ADMIXTURES TO MAINTAIN THE SPECIFIED W/C RATIO.

## FOUNDATION AND SOIL PREPARATION

### SITE GRADING AND EXCAVATIONS

- FOUNDATIONS HAVE BEEN DESIGNED BASED ON RECOMMENDATIONS PROVIDED IN THE GEOTECHNICAL EVALUATION BY TD&H DATED APRIL 2022. THE FOLLOWING NOTES ARE TYPICAL AND SHALL NOT GOVERN SITE SPECIFIC REQUIREMENTS AS OUTLINED IN THIS REPORT. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THIS REPORT AND FOLLOWING THOSE RECOMMENDATIONS.
- CONFORM TO IBC CHAPTER 18 "SOILS AND FOUNDATIONS".
- ALL TOPSOIL AND ORGANIC MATERIAL, ASPHALT, CONCRETE AND RELATED CONSTRUCTION DEBRIS SHALL BE REMOVED FROM THE PROPOSED BUILDING AND PAVEMENT AREAS AND ANY AREAS TO RECEIVE SITE GRADING FILL. FOR PLANNING PURPOSES, A MINIMUM STRIPPING THICKNESS OF 6 INCHES IS RECOMMENDED. THICKER STRIPPING DEPTHS MAY BE WARRANTED TO REMOVE ALL DETRIMENTAL ORGANICS AS DETERMINED ONCE ACTUAL STRIPPING OPERATIONS ARE PERFORMED.
- ALL FILL AND BACKFILL SHALL BE NON-EXPANSIVE, FREE OF ORGANICS AND DEBRIS AND SHALL BE APPROVED BY THE PROJECT GEOTECHNICAL ENGINEER. ALL FILL SHALL BE PLACED IN UNIFORM LIFTS NOT EXCEEDING 8 INCHES IN THICKNESS FOR FINE-GRAINED SOILS AND NOT EXCEEDING 12 INCHES FOR GRANULAR SOILS. ALL FILL AND BACKFILL SHALL BE COMPACTED TO THE FOLLOWING PERCENTAGES OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D698 OR EQUIVALENT (E.G. ASTM D4253-D4254).

4.1. BELOW FOUNDATIONS OR SPREAD FOOTINGS.....	98%
4.2. BELOW SLAB-ON-GRADE CONSTRUCTION.....	98%
4.3. BELOW STREETS, PARKING LOTS, OR OTHER PAVED AREAS.....	95%
4.4. GENERAL LANDSCAPING OR NONSTRUCTURAL AREAS.....	92%
4.5. UTILITY TRENCH BACKFILL, TO WITHIN 2 FEET OF SURFACE.....	95%

- IMPORTED STRUCTURAL FILL SHALL BE NON-EXPANSIVE, FREE OF ORGANICS AND DEBRIS, AND CONFORM TO THE MATERIAL REQUIREMENTS OUTLINED IN SECTION 02234 OF THE MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS (MPWSS). ALL GRADATIONS OUTLINED IN THIS STANDARD ARE ACCEPTABLE FOR USE ON THIS PROJECT BASED ON LOCAL AVAILABILITY AND CONTRACTOR PREFERENCE.

### SPREAD FOOTING FOUNDATIONS

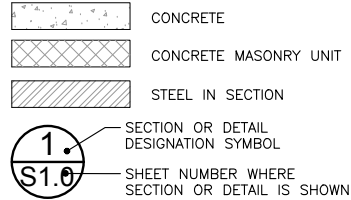
- BOTH INTERIOR AND EXTERIOR FOOTINGS SHALL BEAR ON PROPERLY COMPACTED NATIVE SOILS. AN ALLOWABLE SOIL BEARING PRESSURE OF 2,000 PSF WAS USED FOR ALL FOOTINGS.
- SOILS DISTURBED BELOW THE PLANNED DEPTHS OF FOOTING EXCAVATIONS SHALL EITHER BE RECOMPACTED OR BE REPLACED WITH SUITABLE COMPACTED BACKFILL APPROVED BY THE GEOTECHNICAL ENGINEER.
- THE BOTTOM OF THE FOOTING EXCAVATIONS SHALL BE FREE OF COBBLES AND BOULDERS TO AVOID STRESS CONCENTRATIONS ACTING ON THE BASE OF THE FOOTINGS.
- A REPRESENTATIVE OF THE PROJECT GEOTECHNICAL ENGINEER SHALL OBSERVE ALL FOOTING EXCAVATIONS AND BACKFILL PHASES PRIOR TO THE PLACEMENT OF CONCRETE FORMWORK.

### FLOOR SLABS AND EXTERIOR FLATWORK

- FOR NORMALLY LOADED, SLAB-ON-GRADE CONSTRUCTION, A MINIMUM 6-INCH CUSHION COURSE CONSISTING OF FREE-DRAINING, CRUSHED GRAVEL SHOULD BE PLACED BENEATH THE SLABS AND COMPACTED TO A MINIMUM OF 95 PERCENT DENSITY PER ASTM D698 (OR EQUIVALENT PER ASTM D4253-D4254). THIS MATERIAL SHOULD CONFORM TO SECTION 02235 OF MPWSS AND INCORPORATE A MAXIMUM PARTICLE SIZE OF ¾-INCH. PRIOR TO PLACING THE CUSHION COURSE, THE UPPER SIX INCHES OF SUBGRADE SHALL BE COMPACTED TO 95 PERCENT OF MAXIMUM DENSITY PER ASTM D698.

## LEGEND AND ABBREVIATIONS

AB	ANCHOR BOLT	HORIZ	HORIZONTAL
ACI	AMERICAN CONCRETE INSTITUTE	HSA	HEADED STUD ANCHOR
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION	HSS	HOLLOW STRUCT STEEL
ALT	ALTERNATE	IBC	INTERNATIONAL BUILDING CODE
APPROX	APPROXIMATE	INT	INTERIOR
ARCH	ARCHITECTURAL	L	STEEL ANGLE
ASTM	AMERICAN SOCIETY FOR TESTING MATERIAL	LG	LIGHT GAUGE
AWS	AMERICAN WELDING SOCIETY	LLV	LONG LEG VERTICAL
⊙	AT BUILDING	LONG	LONGITUDINAL
BLDG	BLOCKING	MAX	MAXIMUM
BLK'G	BEAM	MCJ	MASONRY CONTROL JOINT
BM	BOTTOM OF CONCRETE	MECH	MECHANICAL
BOC	BOTTOM OF FOOTING	MANUF OR MFR	MANUFACTURER
BOF	BOTTOM OF STEEL/SLAB	MIN	MINIMUM
BOS	BOTTOM OF	MISC	MISCELLANEOUS
BOT	BEARING	NO. OR #	NUMBER
BRG	BACK TO BACK	(N)	NEW
BTB	BETWEEN	NTS	NOT TO SCALE
BTWN	STEEL CHANNEL	OC	ON CENTER
C	COLD FORMED STEEL	OCEF	ON CENTER EACH FACE
CIP	CAST IN PLACE	OCEW	ON CENTER EACH WAY
CJ	CONTROL JOINT	OPP	OPPOSITE
⊙ OR CL	CENTERLINE	OWJ	OPEN WEB JOIST
CLR	CLEAR	PEMB	PRE-ENGINEERED METAL BUILDING
CMU	CONCRETE MASONRY UNIT	PLCS	PLACES
COL	COLUMN	PL	PLATE
CONC	CONCRETE	PRFAB	PREFABRICATED
CONN OR CXN	CONNECTION	PSF	POUNDS PER SQUARE FOOT
CONT	CONTINUOUS	PT	POUNDS PER SQUARE INCH
DEMO	DEMOLISH	REF	PRESSURE TREATED
DET	DETAIL	REINFORC	REFERENCE REINFORCEMENT
DF	DOUGLAS FIR	REQ'D	REQUIRED
⊙ OR DIA	DIAMETER	REV	REVISION/REVISED
DIM	DIMENSION	SCH OR SCHED	SCHEDULE
DJ	DOUBLE JOIST	SFE	SUBFLOOR ELEVATION
DWG	DRAWING	SHT	SHEET
EA	EACH	SIM	SIMILAR
EA WAY OR EW	EACH WAY	SOG	SLAB-ON-GRADE
EF	EACH FACE	SPCS OR SPA	SPACE(S)
EJ	EXPANSION JOINT	SPEC	SPECIFICATION(S)
EL OR ELEV	ELEVATION	SQ	SQUARE
EMBED	EMBEDMENT	STD	STANDARD
ENG	ENGINEER	STRUCT	STRUCTURAL
EOR	ENGINEER OF RECORD	SYM	SYMMETRICAL
EQUAL	EQUAL	T&B	TOP & BOTTOM
EXIST OR (E)	EXISTING	T&G	TONGUE & GROOVE
EXP	EXPANSION	THRU	THROUGH
EXT	EXTERIOR	TOB	TOP OF BEAM
FDT OR FND	FOUNDATION	TOC	TOP OF CONCRETE
FF	FINISH FLOOR	TOF	TOP OF FOOTING
FLR	FLOOR	TOF	TOP OF STEEL/SLAB
FTG	FOOTING	TOW	TOP OF WALL
GA	GAUGE	TRANS	TRANSVERSE
GALV	GALVANIZED	TYP	TYPICAL
GEN	GENERAL	VIF	VERIFY IN FIELD
GLB	GLULAM BEAM	VERT	VERTICAL
GR	GRADE	UNO	UNLESS NOTED OTHERWISE
		W/	WITH
		WP	WIDE FLANGE WORK POINT
		WT	WEIGHT
			ELEVATION NOTED
			FLAG NOTE
			REVISION SPECIFIED



## HELICAL PIER NOTES

- SEE SHEET S2.0 FOR PIER LOCATIONS.
- ONE LOAD TEST SHALL BE PERFORMED. TEST PIER TO CAPACITY OF 40 KIPS.
- ALL HELICAL PIER COMPONENTS SHALL HAVE GALVANIZED ZINC COATING FOR CORROSION PROTECTION.
- RECORDED TORQUE @ FOUNDATION INSTALLATION DEPTH SHALL BE 7,000 LB/FT (MIN). ALL PIERS SHALL BE INSTALLED TO A MINIMUM DEPTH OF 15'-0" BELOW FINISHED EXTERIOR GRADE.
- ALL HELICAL PLATES AND PIER CAPS SHALL BE WELDED TO THE SHAFT IN CONFORMANCE WITH THE AMERICAN WELDING SOCIETY AWS D1.1 AND APPLICABLE REVISIONS.
- CONTINUOUS INSPECTION OF HELICAL PIER INSTALLATION BY A REPRESENTATIVE OF TD&H IS REQUIRED. THESE SERVICES WILL BE PROVIDED BY THE OWNER.
- ALL EXTENSIONS SHALL INCLUDE A COUPLER AND GRADE 8 MACHINE BOLTS AND NUTS.
- ALL HELICAL PIER ASSEMBLIES SHALL BE EARTH CONTACT PRODUCTS (ECP) TORQUE ANCHORS AND CONSIST OF THE FOLLOWING:  
LEAD SECTION = HTAF-175-60-10-12  
EXTENSIONS = TAE-150  
PILE CAP/BACKET = TAB-175-LUB
- ALL HELICAL PIERS SHALL BE FULLY GROUTED AROUND THE PIER (TO MIN 6" DIAMETER) DURING INSTALLATION USING A DISPLACEMENT PLATE (MICROPILE).

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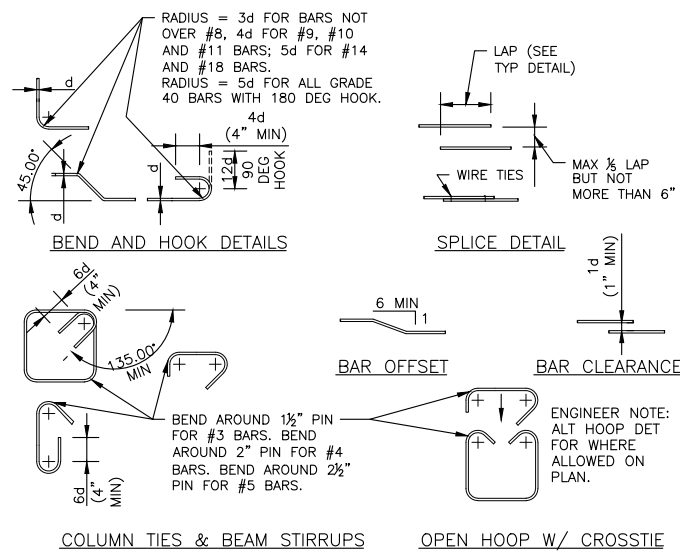
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SEWAGE LIFT STATION NO. 1 AND SUPPLEMENTAL FORCEMAIN IMPROVEMENTS  
GREAT FALLS, MONTANA O.F. 1758.1  
GENERAL STRUCTURAL NOTES

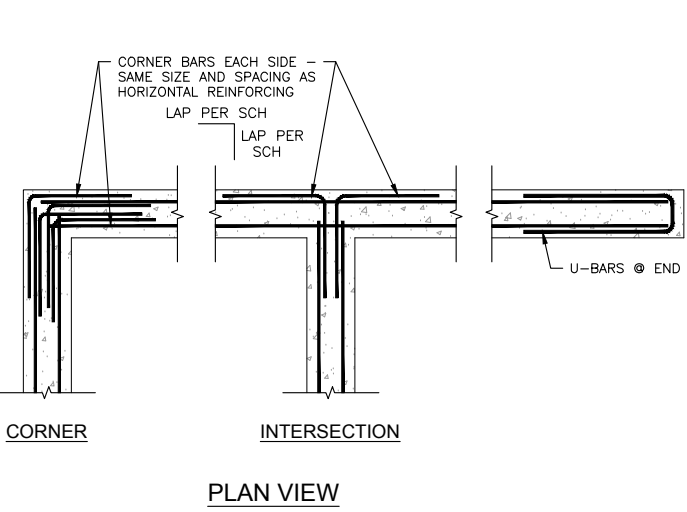




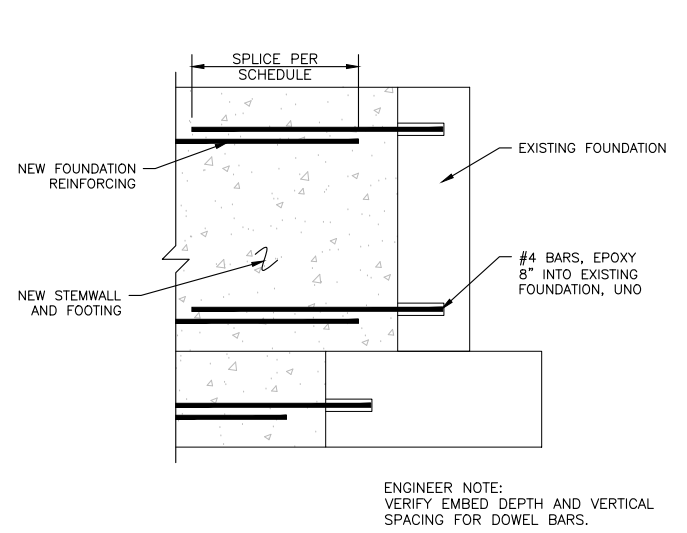
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**1 TYP CONC REINF BAR DETAILS**  
 NTS TDH 1200



**2 CORNER AND INTERSECTION CONCRETE REINFORCING DETAIL**  
 NTS TDH 1023

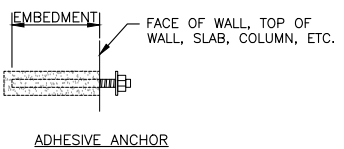


**3 NEW TO EXISTING FOUNDATION WALL DETAIL**  
 NTS TDH 2027

CAST-IN-PLACE (NONPRESTRESSED) CONCRETE	CONCRETE COVER
CAST AGAINST & EXPOSED TO EARTH	3"
EXPOSED TO EARTH OR WEATHER NO. 6 THROUGH NO. 18 BARS NO. 5 BAR, W31 OR D31 WIRE, AND SMALLER	2" 1 1/2"
CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND SLABS, WALLS, JOISTS NO. 14 AND NO. 18 BARS NO. 11 BAR, AND SMALLER BEAMS, COLUMNS PRIMARY REINFORCEMENT, TIES, STIRRUPS, SPIRALS SHELLS, FOLDED PLATE MEMBERS NO. 6 BAR AND LARGER NO. 5 BAR, W31 OR D31 WIRE, AND SMALLER	1 1/2" 3/4" 1 1/2" 3/4" 1 1/2"

**4 REINFORCING CONCRETE COVER**  
 NTS TDH 11805

THREADED ANCHOR DIAMETER	VERTICAL AND HORIZONTAL ANCHOR EMBEDMENT LENGTH	
	CONCRETE	MASONRY
1/2"	4 1/2"	4 1/2"
5/8"	5 3/8"	5"
3/4"	6 3/4"	6 3/8"
7/8"	7 7/8"	--
1"	9"	--



PROVIDE ADHESIVE ANCHORS PER THIS SCHEDULE UNLESS NOTED OTHERWISE ON PLANS OR DETAILS.

ADHESIVE ANCHORS USED IN MASONRY SHALL BE INSTALLED IN GROUTED CELLS. IF GROUTED CELLS ARE NOT ENCOUNTERED, BREAK INTO CELL AND GROUT SOLID FOR 8" MINIMUM ABOVE AND BELOW BOLT LOCATION. CONTACT ENGINEER FOR ALTERNATIVE USE OF SCREEN INSERT.

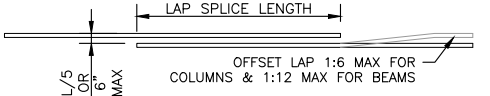
THREADED ANCHOR AND ADHESIVE SHALL BE SUPPLIED BY THE MANUFACTURER.

THREADED ANCHORS SHALL BE INSTALLED WITH STEEL WASHERS.

**TYPICAL ANCHOR, ANCHOR BOLT, EXPANSION BOLT AND ADHESIVE SCHEDULE**

**5** NTS TDH 1300 TDH 11703

BAR SIZE 60 KSI	CLASS "B" LAP SPLICE SCHEDULE (INCH)			
	F'c = 4,000 PSI		F'c = 4,500 PSI	
	TOP BARS	OTHER BARS	TOP BARS	OTHER BARS
#3	24	19	23	18
#4	33	25	31	24
#5	41	31	39	30
#6	49	37	46	36
#7	70	54	67	51
#8	80	62	76	59
#9	90	69	86	66
#10	100	77	95	73
#11	110	85	105	81



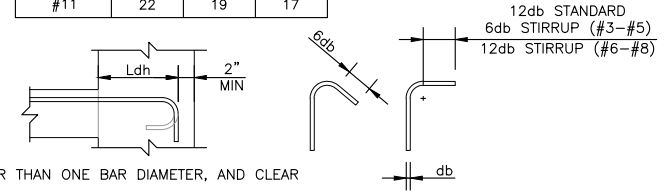
**NOTES:**

- SCHEDULE BASED ON UNCOATED REINFORCING, NORMAL WEIGHT CONCRETE, CLEAR COVER GREATER THAN ONE BAR DIAMETER, AND CLEAR SPACING AT SPLICE GREATER THAN 2x BAR DIAMETER.
- SPLICE LENGTH AND DEVELOPMENT LENGTH SHALL BE MULTIPLIED BY 1.3 FOR LIGHT WEIGHT CONCRETE.
- WHERE CLEAR COVER AND SPACING DO NOT MEET NOTE 1, THE SPLICE LENGTH AND DEVELOPMENT LENGTH SHALL BE MULTIPLIED BY 1.5.
- SPLICE LENGTH AND DEVELOPMENT LENGTH SHALL BE MULTIPLIED BY 1.5 FOR EPOXY COATED BARS.
- TOP BARS: HORIZONTAL BARS WITH MORE THAN 12" CONCRETE CAST IN THE MEMBER BELOW THE REINFORCEMENT
- SMALLER BAR LAP LENGTH SHALL BE USED WHEN SPLICING DIFFERENT SIZE BARS.

**6 REINFORCING DEVELOPMENT LENGTHS**  
 NTS TDH 1900 TDH 11807

BAR SIZE 60 KSI	HOOKED BAR DEVELOPMENT LENGTH, Ldh (INCH)		
	F'c = (KSI)		
	3.0	4.0	5.0
#3	6	6	6
#4	8	7	6
#5	10	9	8
#6	12	10	9
#7	14	12	11
#8	16	14	12
#9	18	15	14
#10	20	17	16
#11	22	19	17

BAR SIZE 60 KSI	VERTICAL BARS IN COLUMNS AND WALLS	
	COMPRESSION	LAP SPLICE
#4	15	
#5	19	
#6	23	
#7	26	
#8	30	
#9	34	
#10	38	
#11	41	



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SEWAGE LIFT STATION NO. 1 AND SUPPLEMENTAL FORCEMAIN IMPROVEMENTS  
 GREAT FALLS, MONTANA O.F. 1758.1  
 TYPICAL DETAILS

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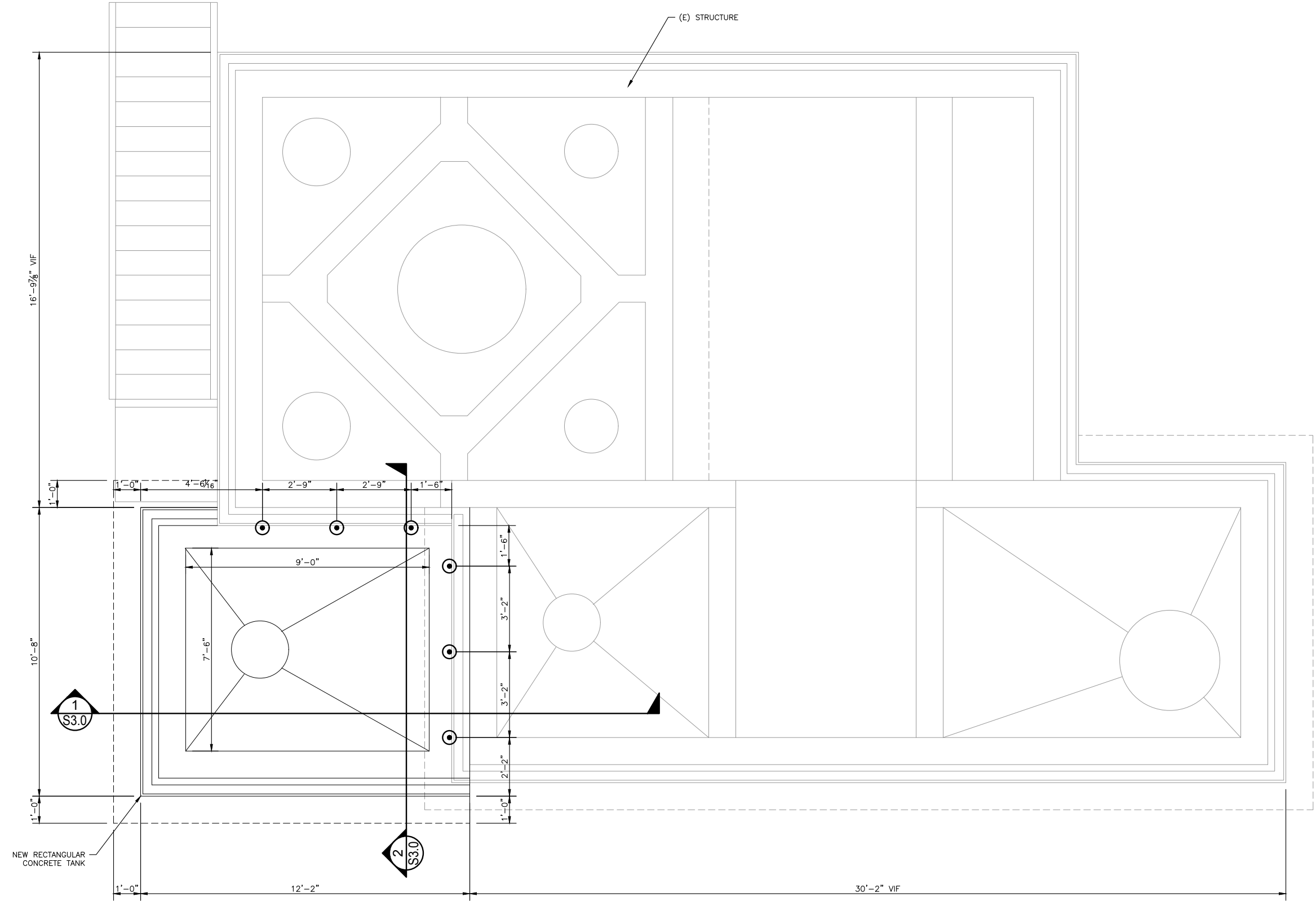


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SEWAGE LIFT STATION NO. 1 AND SUPPLEMENTAL FORCEMAIN IMPROVEMENTS  
GREAT FALLS, MONTANA O.F. 1758.1

FOUNDATION PLAN

21217-S20.DWG  
SHEET S2.0



**LEGEND**

- ⊙ ECP HTAF-175-60-10-12 HELICAL PIER, SEE DETAIL 8/S4.0

**NOTES**

- HELICAL PIERS TO BE USED AS TEMPORARY BRACING DURING EXCAVATION TO PREVENT DAMAGE TO EXISTING STRUCTURE.

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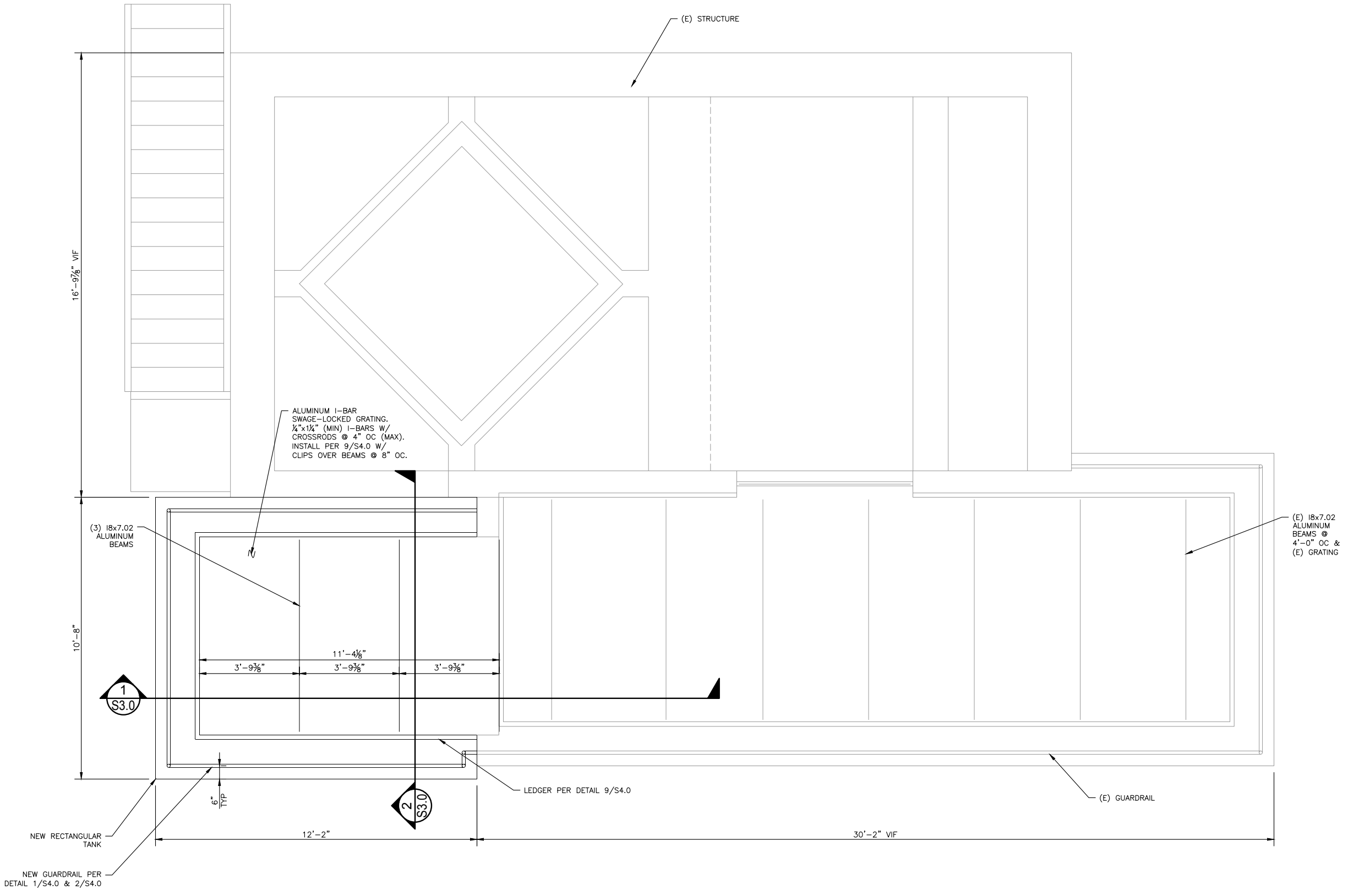
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SEWAGE LIFT STATION NO. 1 AND SUPPLEMENTAL FORCEMAIN IMPROVEMENTS  
 GREAT FALLS, MONTANA O.F.1758.1  
 TOP PLATFORM PLAN

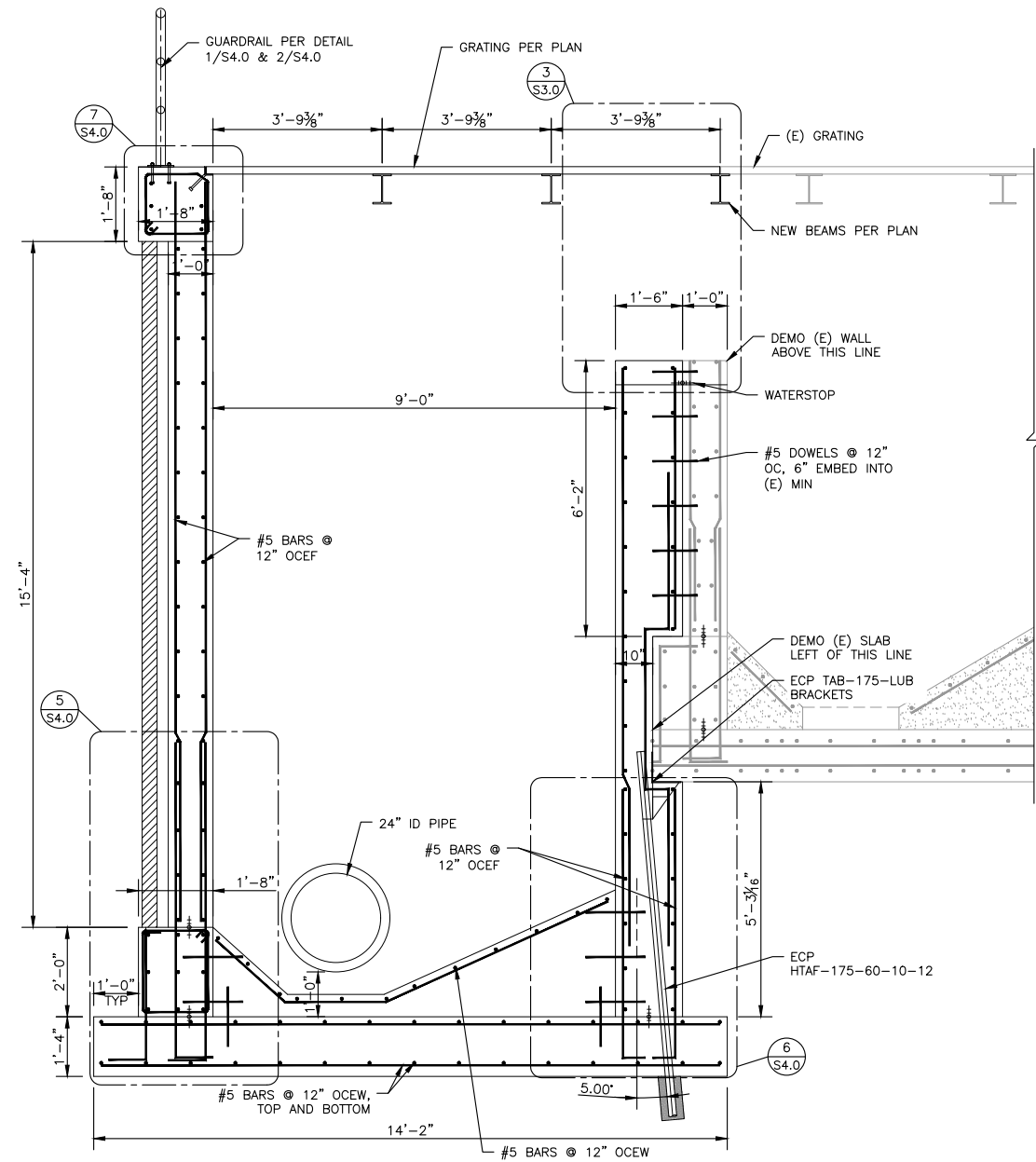
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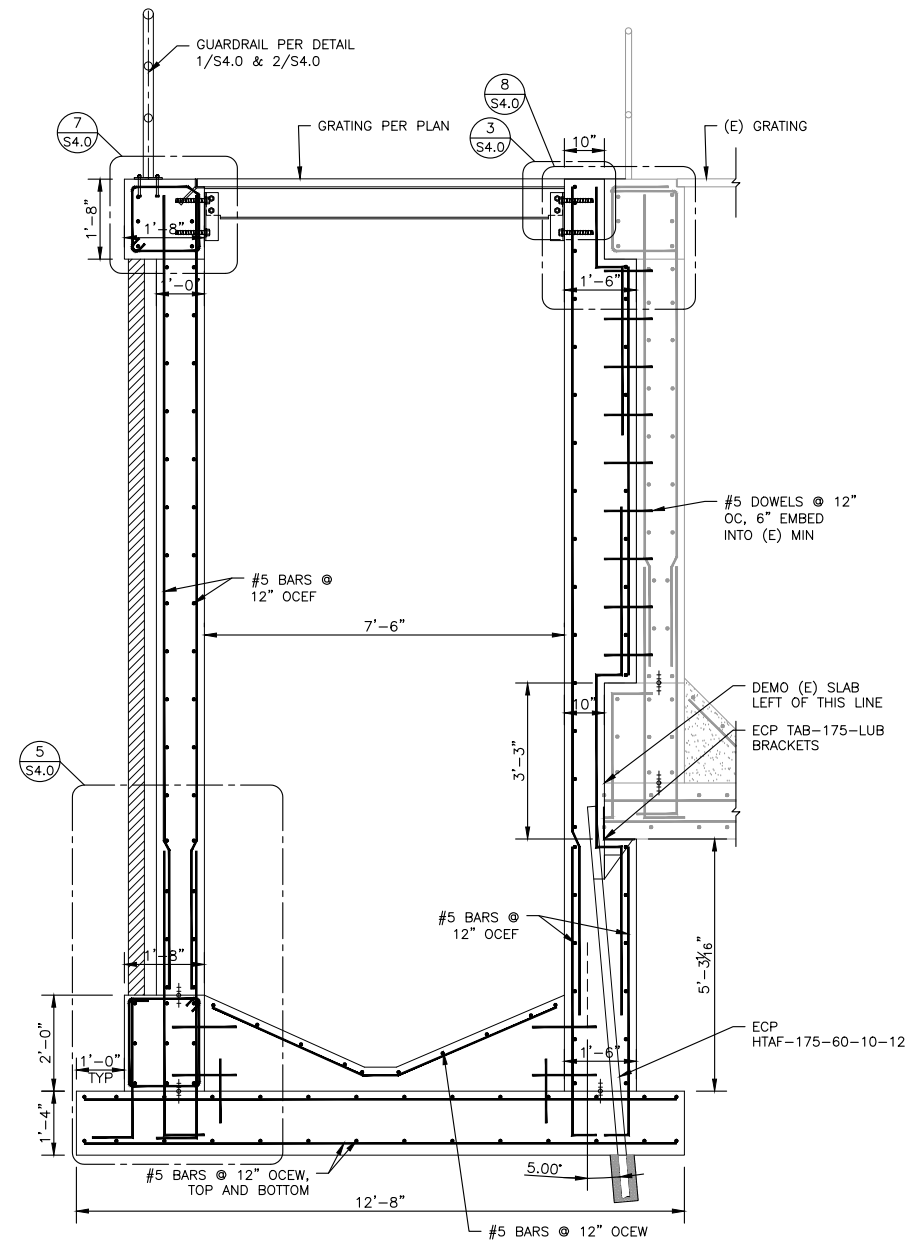
1 TOP PLATFORM PLAN

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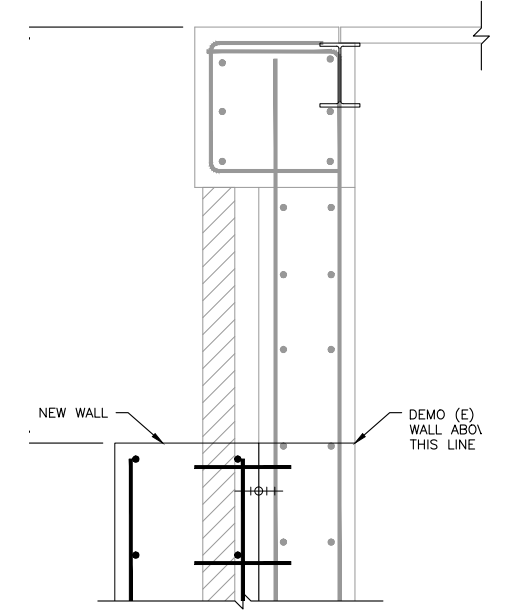
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**1 SECTION**  
0 1 2



**2 SECTION**  
0 1 2



**3 TOP WALL DEMO**  
0 6 1

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**TD&H**  
Engineering  
406.761.3010 • tdhengineering.com  
1800 RIVER DR. NO. 3 GREAT FALLS, MONTANA 59403

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**SEWAGE LIFT STATION NO. 1 AND SUPPLEMENTAL FORCEMAIN IMPROVEMENTS**  
GREAT FALLS, MONTANA O.F. 1758.1

**SECTIONS**

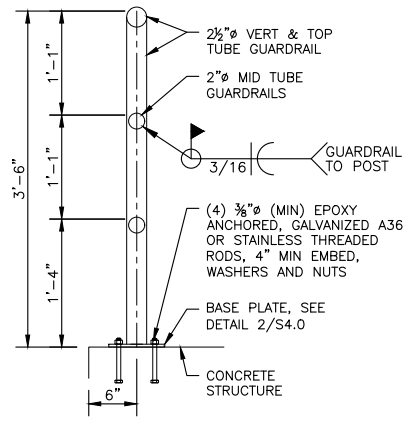
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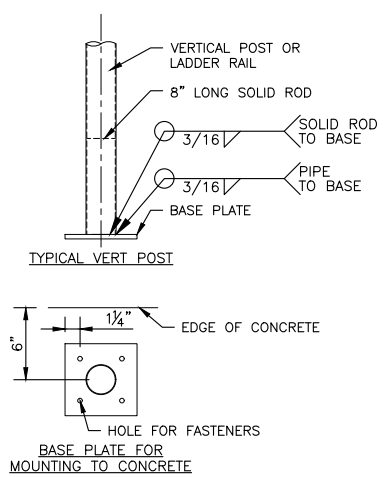
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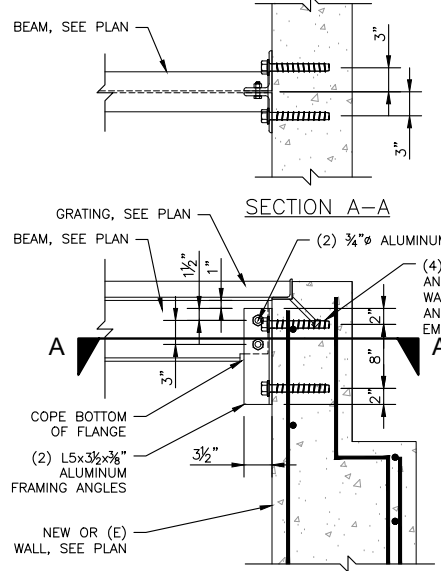
SEWAGE LIFT STATION NO. 1 AND SUPPLEMENTAL FORCEMAIN IMPROVEMENTS  
GREAT FALLS, MONTANA O.F. 1758.1



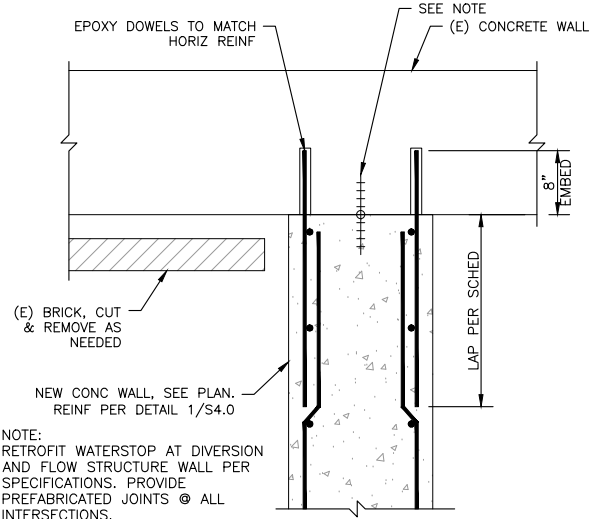
1 ALUMINUM GUARDRAIL DETAIL



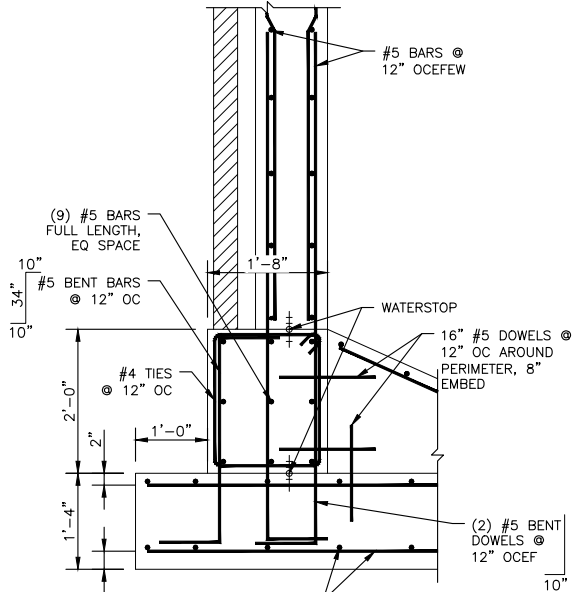
2 ALUMINUM VERTICAL POST BASE



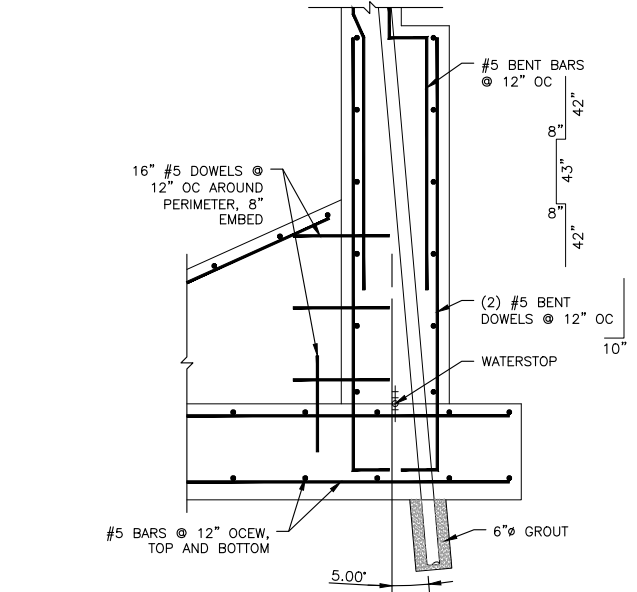
3 BEAM TO WALL CONNECTION



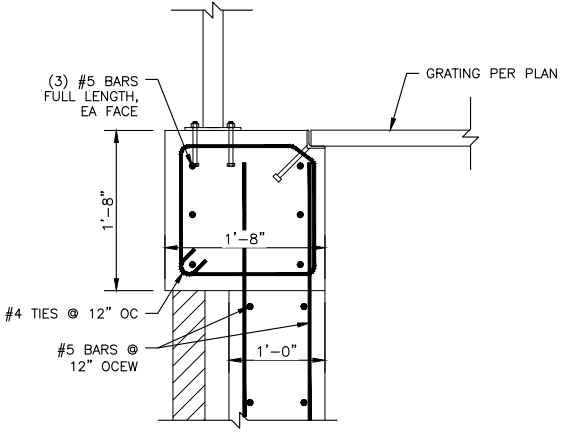
4 WALL AT (E) WALL



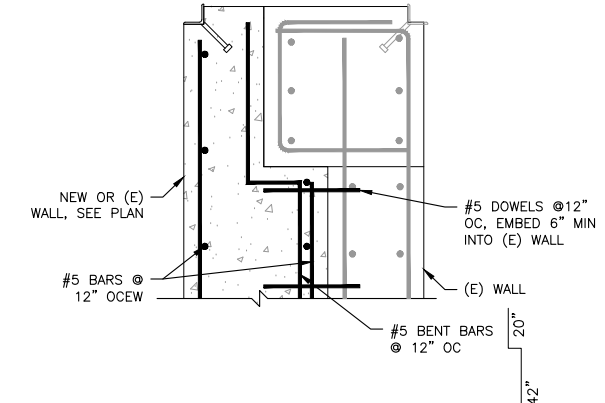
5 DETAIL



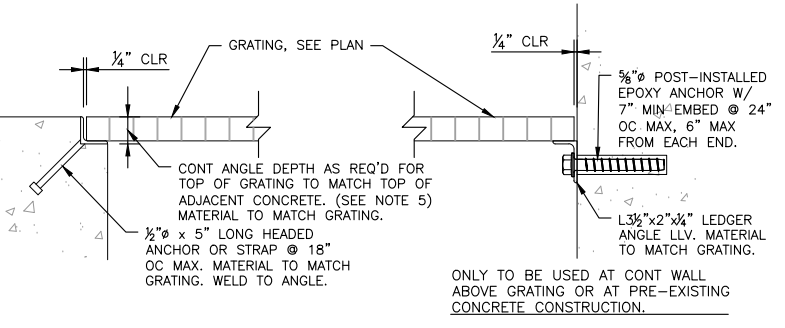
6 NEW WALL AT HELICAL PIER



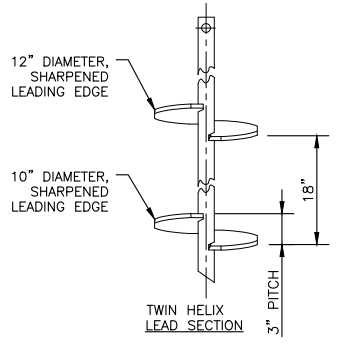
7 TOP OF EXTERIOR WALL



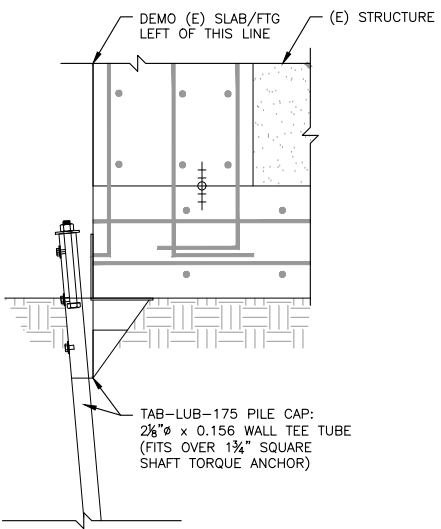
8 TOP OF INTERIOR WALL



9 GRATING AND SUPPORT DETAIL



10 HELICAL PIER DETAIL



11 HELICAL PIER TEMPORARY BRACING

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DETAILS

## MECHANICAL & PLUMBING LEGEND

<p><b>PIPING SYMBOLS</b></p> <p>--- DOMESTIC COLD WATER (DCW)          --- DOMESTIC HOT WATER (DHW)          DL--- SPECIAL EQUIPMENT DRAIN          S--- SANITARY SEWER          G--- NATURAL GAS          --- D--- EQUIPMENT CONDENSATE DRAIN</p> <p><b>PIPE FITTINGS AND SPECIALTIES</b></p> <p>--- PIPE UP          --- PIPE DOWN          --- UNION          --- CONCENTRIC REDUCER OR INCREASER          --- VALVE IN VERTICAL PIPE          --- BALL VALVE          --- MOTORIZED TWO-WAY VALVE          --- CHECK VALVE          --- STRAINER          --- FLOW DIRECTION ARROW          --- THERMOSTAT</p>	<p><b>GENERAL MECHANICAL SYMBOLS</b></p> <p>(XX) NOTE DESIGNATION          (XX/XXX) SECTION REFERENCE          (XX/X-XX) DETAIL REFERENCE          (P/X) PLUMBING FIXTURE MARK          (X/X) GRILLE OR DIFFUSER MARK          BALANCE CFM          (XXX/X) EQUIPMENT IDENTIFICATION MARK</p>	<p><b>OTHER ABBREVIATIONS</b></p> <p>AFF ABOVE FINISH FLOOR (ELEVATION)          ARCH ARCHITECT OR ARCHITECTURAL PLANS          DCW DOMESTIC COLD WATER          DHW DOMESTIC HOT WATER          EXH OR EA EXHAUST AIR          RA RETURN AIR          SA SUPPLY AIR          MECH. MECHANICAL (CONTRACTOR)          TC TEMPERATURE CONTROLS          VR VANDAL RESISTANT          EX. OR (E) EXISTING          IWS IN WALL SPACE          IJS IN JOIST SPACE          MECH. MECHANICAL (CONTRACTOR)</p>
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## MISCELLANEOUS EQUIPMENT SCHEDULE

**UNIT HEATER (UH-1):**  
 ELECTRIC UNIT HEATER WITH UNIT MOUNTED TEMPERATURE CONTROLS. UNIT HEATER SHALL BE EXPLOSION-PROOF AND DESIGNED FOR HAZARDOUS INDUSTRIAL LOCATIONS. PROVIDE MODINE HEX-25 OR EQUAL, RATED FOR 85 MBH OUTPUT. PROVIDE UNIT WITH WALL MOUNTING KIT AND UNIT MOUNTED TEMPERATURE CONTROLS. ELECTRICAL CONNECTION: 480V/3Ø, 25 KWH.

**BACKFLOW PREVENTER (BVP-1):**  
 REDUCED PRESSURE ZONE BACKFLOW PREVENTER WITH FDA APPROVED EPOXY COATED CAST IRON CHECK VALVE BODIES WITH STAINLESS STEEL TRIM, INLET STRAINER, BALL VALVE SHUTOFFS, AND AIR GAP DRAIN CONNECTION. UNIT SHALL BE RATED FOR 175 PSI AND 140°F. PROVIDE WITH AIR GAP. PROVIDE WATTS MODEL LF909QT OR APPROVED EQUAL IN 2" LINE SIZE. PRESSURE DROP SHALL NOT EXCEED 10 PSI AT 80 GPM FLOW.

NOTE: SUBMIT COMPLETE MANUFACTURER'S DATA FOR ALL MISCELLANEOUS EQUIPMENT SCHEDULED ON THIS SHEET AND COMPLY WITH ALL GENERAL SUBMITTAL REQUIREMENTS AS FOUND IN DIVISION 1 AND SECTION 23 0000 OF THE SPECIFICATIONS.

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## PLUMBING FIXTURE SCHEDULE

MARK	TYPE	MANUFACTURER	CATALOG NUMBER				CONNECTIONS			NOTES	
			FIXTURE	TRIM	TRAP	WASTE	WASTE	VENT	CW		HW
P-1	FLOOR DRAIN	JR SMITH	2005B	NICKEL BRONZE	DEEP SEAL P-TRAP	-	2"	2"	-	-	①
P-2	FROST FREE HOSE BIBB	WOODFORD	68	STAINLESS STEEL COVER	-	-	-	-	3/4"	-	②

- ① DUCO CAST IRON BODY FLOOR DRAIN WITH ADJUSTABLE 5" SQUARE NICKEL BRONZE TOP, VANDAL RESISTANT STRAINER, SEDIMENT BUCKET, FLASHING COLLAR AND SEEPAGE OPENINGS.
- ② SELF-DRAINING, FREEZE-PROOF EXTERIOR HOSE BIBB WITH VACUUM BREAKER CONNECTION AND LOOSE TEE KEY OPERATION. UNIT SHALL BE LABELED "NON POTABLE" WITH SETONPLY TAG (SEE SPECIFICATIONS). FIELD VERIFY PROPER STEM LENGTH TO PLACE FAUCET SEAT ON WARM SIDE OF EXTERIOR WALL. PROVIDE FIXTURE WITH LOCKABLE EXTERIOR WALL BOX.

## FAN SCHEDULE

UNIT	MANUFACTURER	CATALOG NO. FAN	ACFM	E.S.P. "H <sub>2</sub> O	RPM	MOTOR		NOTES
						HP	ELECT.	
EF-	LOREN COOK	-	1,500	-	-	-	480V/3Ø	① EXHAUST FAN FOR BAR SCREEN ROOM

- ① ALUMINUM EXHAUST FAN THAT MEETS AMCA 99, TYPE 'A' SPARK RESISTANT CONSTRUCTION GUIDELINES. UNIT SHALL BE APPROPRIATE FOR A CORROSIVE EXHAUST AIRSTREAM

DATUM ELEVATION FOR ACFM IS 3,600 FT. STATIC PRESSURE IS INCHES WATER COLUMN.

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SEWAGE LIFT STATION NO. 1 AND SUPPLEMENTAL FORCEMAIN IMPROVEMENTS  
 GREAT FALLS, MONTANA O.F.1758.1  
 MECHANICAL LEGEND AND SCHEDULES

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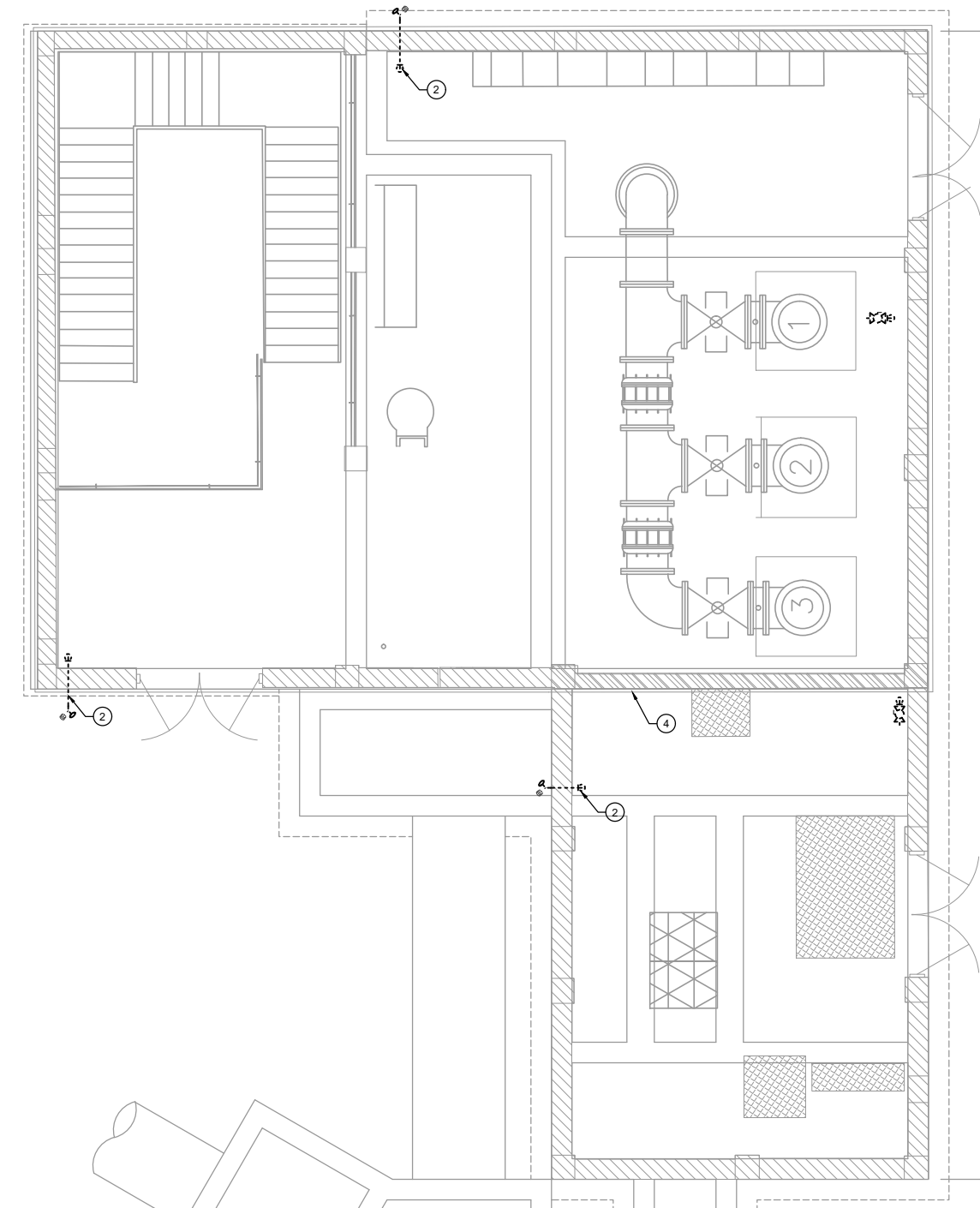
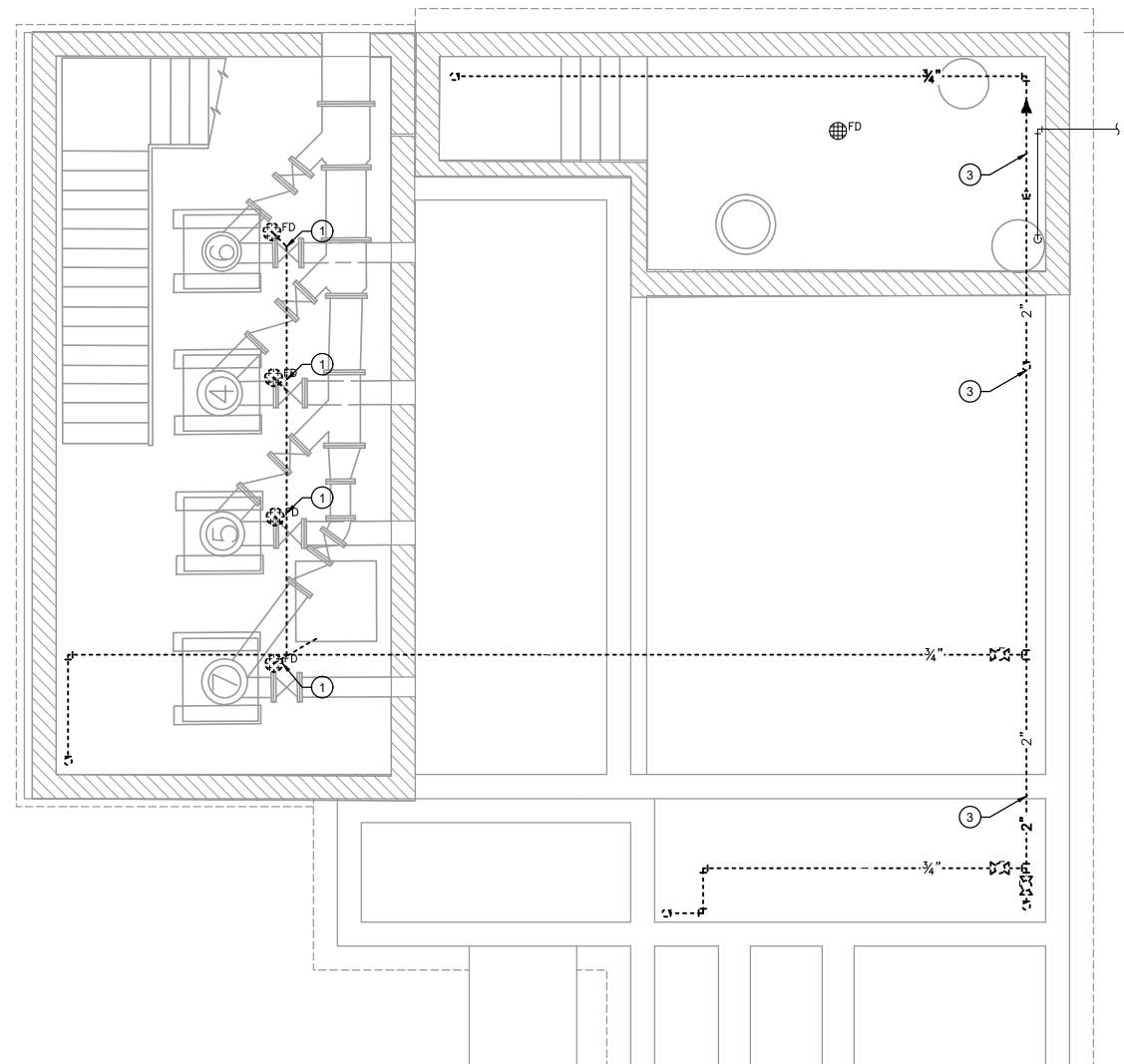
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**GENERAL SHEET NOTES:**

- A. THE MECHANICAL CONTRACTOR SHALL BE COGNIZANT THAT THIS IS A REMODEL PROJECT AND AS SUCH, EQUIPMENT, PIPING, DUCTWORK, ACCESSORIES, ETC. SHOWN ARE DRAWN FROM EXISTING DRAWINGS AND FIELD OBSERVATIONS AND SHALL BE USED AS A REFERENCE ONLY.
- B. THE MECHANICAL CONTRACTOR SHALL BE COGNIZANT THAT THIS BUILDING PROVIDES AN ESSENTIAL SERVICE AND SHALL REMAIN OPERATION DURING THE PROJECT. PROCESS EQUIPMENT AND PIPING SHALL BE PROTECTED AT ALL TIMES FROM CONSTRUCTION DAMAGE. SERVICE OUTAGES SHALL BE COORDINATED AND SCHEDULED WITH THE OWNER'S REPRESENTATIVE.
- C. MECHANICAL EQUIPMENT AND PIPING SHOWN LIGHT AND SOLID ARE EXISTING TO REMAIN.
- D. DEVICES AND PIPING SHOWN HEAVY AND DASHED ARE EXISTING TO BE REMOVED.
- E. COORDINATE MECHANICAL SYSTEMS WITH EXISTING PROCESS PIPING AND MAINTAIN ACCESS FOR MAINTENANCE, UPGRADE AND REPAIRS OF ALL SYSTEMS.
- F.



**N 1 PUMP FLOOR DEMOLITION PLAN**  
SCALE: 1/4"=1'-0"

**N 2 OPERATING FLOOR DEMOLITION PLAN**  
SCALE: 1/4"=1'-0"

**SPECIFIC SHEET NOTES:**

- ① DEMOLISH FLOOR DRAIN AND DRAIN LINE BACK TO SUMP PIT.
- ② DEMOLISH HOSEBIB AND ASSOCIATED PIPING.
- ③ DEMOLISH COLD WATER LINE BACK TO WATER SERVICE ENTRANCE. PREPARE PIPE FOR RECONNECTION TO NEW DOMESTIC COLD WATER LINE.
- ④ DEMOLISH TRANSFER FAN AND CONTROLS COMPLETE. INFILL BLOCK WALL AND SEAL AIR TIGHT.
- ⑤

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**TD&H Engineering**  
406.761.3010 • tdhengineering.com  
1800 RIVER DR. NO. • GREAT FALLS, MONTANA 59401

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**SEWAGE LIFT STATION NO. 1 AND SUPPLEMENTAL FORCEMAIN IMPROVEMENTS**  
GREAT FALLS, MONTANA O.F.1758.1  
**MECHANICAL DEMOLITION PLANS**

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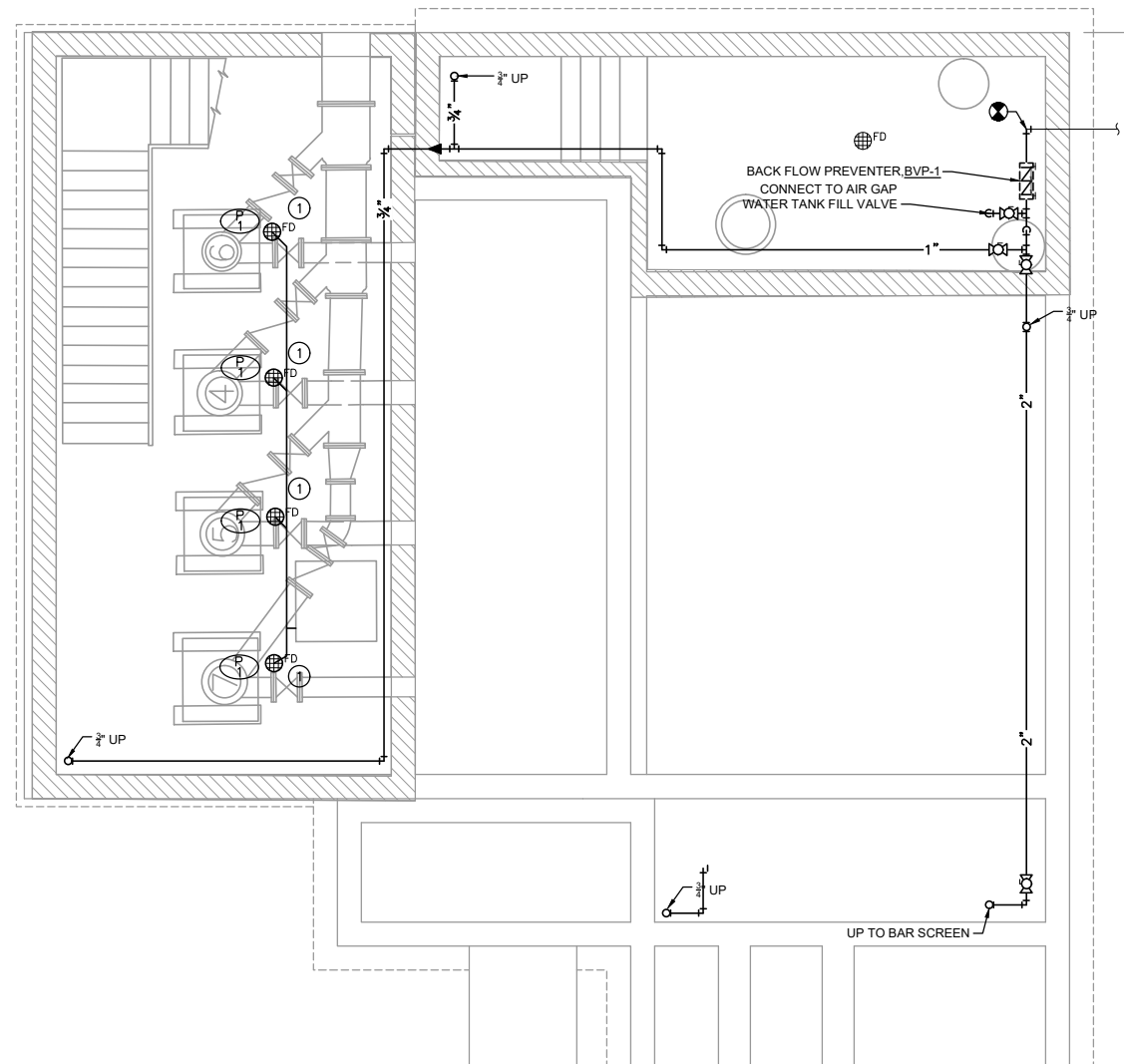
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**GENERAL SHEET NOTES:**

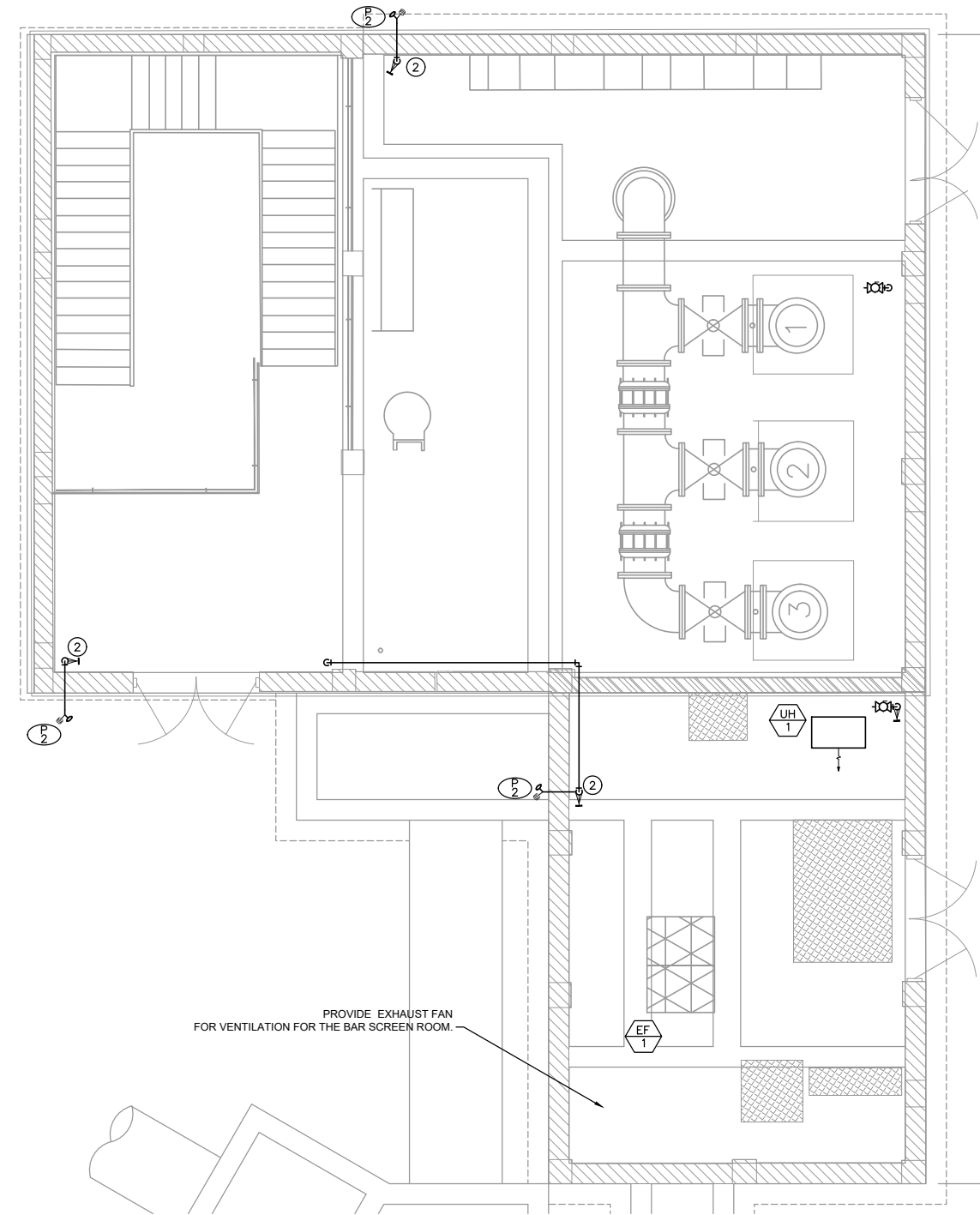
- A. THE MECHANICAL CONTRACTOR SHALL BE COGNIZANT THAT THIS IS A REMODEL PROJECT AND AS SUCH, EQUIPMENT, PIPING, DUCTWORK, ACCESSORIES, ETC. SHOWN ARE DRAWN FROM EXISTING DRAWINGS AND FIELD OBSERVATIONS AND SHALL BE USED AS A REFERENCE ONLY.
- B. THE MECHANICAL CONTRACTOR SHALL BE COGNIZANT THAT THIS BUILDING PROVIDES AN ESSENTIAL SERVICE AND SHALL REMAIN OPERATION DURING THE PROJECT. PROCESS EQUIPMENT AND PIPING SHALL BE PROTECTED AT ALL TIMES FROM CONSTRUCTION DAMAGE. SERVICE OUTAGES SHALL BE COORDINATED AND SCHEDULED WITH THE OWNER'S REPRESENTATIVE.
- C. MECHANICAL EQUIPMENT AND PIPING SHOWN LIGHT AND SOLID ARE EXISTING TO REMAIN.
- D. DEVICES AND PIPING SHOWN HEAVY AND DASHED ARE EXISTING TO BE REMOVED.
- E. COORDINATE MECHANICAL SYSTEMS WITH EXISTING PROCESS PIPING AND MAINTAIN ACCESS FOR MAINTENANCE, UPGRADE AND REPAIRS OF ALL SYSTEMS.
- F.



**N 1** PUMP FLOOR MECHANICAL PLAN  
SCALE: 1/4"=1'-0"

**SPECIFIC SHEET NOTES:**

- ① INSTALL NEW FLOOR DRAIN FOR PUMP DRAIN. CUT FLOOR DRAIN COVER TO ACCEPT DRAIN WITHOUT SPLASHING.
- ② INSTALL FROST FREE HOSE BIB. PROVIDE SHUTOFF VALVE IN VERTICAL PIPE TO ISOLATE AND REPLACE HOSE BIB FOR FUTURE MAINTENANCE.
- ③
- ④
- ⑤



**N 2** OPERATING FLOOR MECHANICAL PLAN  
SCALE: 1/4"=1'-0"

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SEWAGE LIFT STATION NO. 1 AND SUPPLEMENTAL FORCEMAIN IMPROVEMENTS  
GREAT FALLS, MONTANA O.F.1758.1

MECHANICAL PLANS



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## ELECTRICAL LEGEND

SYMBOL	DESCRIPTION
	POWER PANEL – 208Y/120 VOLT, 3Ø 4 WIRE
	POWER PANEL – 480Y/277 VOLT, 3Ø 4 WIRE
	VARIABLE FREQUENCY DRIVE
	DISCONNECT SWITCH
	BRANCH CIRCUIT CONCEALED IN WALL OR CEILING
	BRANCH CIRCUIT CONCEALED IN OR UNDER FLOOR
	CONDUIT RUN – NUMBER OF ARROWHEADS INDICATES THE NUMBER OF CIRCUITS REQUIRED.
	CONDUIT STUB
	EXTERIOR LED FIXTURE (WALL MOUNT)
	LED STRIP LIGHT FIXTURE
	DUPLEX CONVENIENCE RECEPTACLE
	MOTOR (M – MOTOR, F – FAN, P – PUMP)
	SPECIAL EQUIPMENT CONNECTION OR OUTLET AS NOTED
	SWITCH
ABBREVIATIONS	DESCRIPTION
AIC	AMPS INTERRUPTING CURRENT
ATS	AUTOMATIC TRANSFER SWITCH
C	CONDUIT
CLF	CURRENT LIMITING FUSE
EC	ELECTRICAL CONTRACTOR
EX	EXISTING
G	GROUND
GFI	GROUND FAULT CIRCUIT INTERRUPTER
HP	HORSEPOWER
MC	MECHANICAL CONTRACTOR
PMR	PER MANUFACTURER'S RECOMMENDATIONS
XFMR	TRANSFORMER
VFD	VARIABLE FREQUENCY DRIVE
WP	WEATHERPROOF
W/	WITH
GUIDE TO LINE WEIGHTS FOR ELECTRICAL ITEMS	
	ITEMS SHOWN LIGHT ARE EXISTING AND TO REMAIN
	ITEMS SHOWN BOLD AND SOLID ARE NEW
	ITEMS SHOWN BOLD AND DASHED ARE TO BE REMOVED

### GENERAL PROJECT NOTES:

- THE COMPLETE ELECTRICAL INSTALLATION SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE, THE LATEST RULES AND REGULATIONS OF THE SAFETY ORDERS ISSUED BY THE DIVISION OF INDUSTRIAL SAFETY, THE NATIONAL BOARD OF FIRE UNDERWRITERS AND ALL APPLICABLE STATE AND LOCAL CODES ISSUED BY THE AUTHORITIES HAVING JURISDICTION.
- ELECTRICAL CONTRACTOR SHALL DIRECT, PROVIDE, & SUPERVISE ALL ELECTRICAL WORK AND SHALL COORDINATE ALL WORK WITH OTHER TRADES. THE CONTRACTOR SHALL CONSULT THE ARCHITECTURAL, MECHANICAL, AND OTHER DRAWINGS RELATED TO THIS PROJECT FOR OTHER ELECTRICAL WORK TO BE DONE, WHICH MAY NOT BE SHOWN ON THESE ELECTRICAL PLANS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL REQUIRED PERMITS AND INSPECTIONS.
- ELECTRICAL CONTRACTOR SHALL DETERMINE METHODS, PHASING, & SEQUENCE OF ELECTRICAL WORK TO SATISFY CONTRACT DOCUMENT REQUIREMENTS.
- ALL PENETRATIONS THROUGH WALLS SHALL BE TOTALLY SEALED TO PREVENT THE SPREAD OF SMOKE, FIRE, TOXIC GASES, AND WATER THROUGH THE PENETRATION. THE FIRE RATING OF THE SEALED PENETRATION SHALL BE AT LEAST THAT OF THE WALL INTO WHICH IT IS INSTALLED. THE SEAL SHALL PERMIT THE VIBRATION, EXPANSION AND/OR CONTRACTION OF THE CONDUIT PASSING THROUGH THE PENETRATION WITHOUT THE SEAL CRACKING OR CRUMBLING.
- UNLESS OTHERWISE INDICATED, THE MINIMUM SIZE OF CONDUIT FOR ALL CIRCUITS SHALL BE 3/4"Ø.
- GREEN INSULATED GROUND CONDUCTORS SHALL BE INSTALLED IN ALL FEEDER AND BRANCH CIRCUIT CONDUIT.
- ALL 120V CIRCUITS SHALL HAVE A DEDICATED NEUTRAL CONDUCTOR.
- ELECTRICAL EQUIPMENT AND FEEDERS SHALL BE SUPPORTED AND/OR ANCHORED IN ACCORDANCE WITH ALL LOCAL SEISMIC REQUIREMENTS.
- ELECTRICAL CONTRACTOR SHALL REVIEW & VERIFY ALL DIMENSIONS PRIOR TO WORK. REPORT ANY OBSERVED AMBIGUITY, OMISSION, OR ERROR, IN WRITING, AT ONCE, TO THE GENERAL CONTRACTOR.
- ELECTRICAL CONTRACTOR SHALL COORDINATE ALL BACKER, CONCRETE PADS, & STRUCTURAL RELATED FRAMING ISSUES, WITH THE GENERAL CONTRACTOR, PRIOR TO ROUGH-IN. CONDUIT WHICH SPAN STRUCTURAL SEISMIC JOINTS REQUIRE 12" MINIMUM FLEXIBLE JOINT & SUPPORT.

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SEWAGE LIFT STATION NO. 1 AND SUPPLEMENTAL FORCEMAIN IMPROVEMENTS  
 GREAT FALLS, MONTANA O.F.1758.1

ELECTRICAL LEGEND AND SCHEDULES

**LIGHT FIXTURE SCHEDULE**

LIGHT SYMBOL	DESCRIPTION	FIXTURE				LAMP		REMARKS
		MANUFACTURER	CATALOG #	LOCATION	TYPE	TYPE	NO	
A	COMPACT LED HIGHBAY LIGHT FIXTURE. WHITE FINISH, 127 WATTS, 18,000 LUMENS, 80 CRI, L70=100,000+ HOURS, GLARE CONTROL LENS, WIDE DISTRIBUTION, INTEGRAL OCCUPANCY SENSOR AND WIRELESS COMMUNICATION WITH OTHER FIXTURES.	LITHONIA	CPHB-18000LM-HEF-GCL-WD-MVOLT-35K-80CRI-NLTAIR2-RLSXR6-THUNJ2	CEILING	SURFACE	LED/3500K	-	① ② 120V
B	COMPACT LED HIGHBAY LIGHT FIXTURE. WHITE FINISH, 55 WATTS, 9,000 LUMENS, 80 CRI, L70=100,000+ HOURS, GLARE CONTROL LENS, WIDE DISTRIBUTION, INTEGRAL OCCUPANCY SENSOR AND WIRELESS COMMUNICATION WITH OTHER FIXTURES.	LITHONIA	CPHB-9000LM-HEF-GCL-WD-MVOLT-35K-80CRI-NLTAIR2-RLSXR6-THUNJ2	CEILING	SURFACE	LED/3500K	-	① ② 120V
C	HAZARDOUS LOCATION RATED LED FIXTURE (DIV. 1, CLASS 2) WITH FROSTED GLOBE AND PROTECTIVE GUARD, 1800 LUMENS, 80+ CRI.	RIG-A-LITE	AVPH-20L2-U-HF-G-C-35	CEILING	SURFACE	LED/3500K	-	① 120V
D	EXTERIOR LED WALL PACK, BLACK FINISH, FULL CUT-OFF, VISUAL COMFORT FORWARD THROW OPTICS, INTEGRAL PHOTOCELL, 23 WATTS, 3000 LUMENS, 80+ CRI, L90=100,000+ HOURS, COLD WEATHER BATTERY PACK.	LITHONIA	WEDGE2-LED-P3-30K-80CRI-VF-MVOLT-SRM-PE-E20WC-DBLXD	WALL	SURFACE	LED/3000K	-	① 120V
E	EGRESS LIGHT WITH DUAL LED HEADS, 90 MINUTE BATTERY BACKUP, HAZARDOUS LOCATION RATED (DIV. 1, CLASS 2).	EVENLITE	TXP-4E36-2-L126	WALL	SURFACE	LED	2	① 120V

- NOTES:  
 ① UNLESS OTHERWISE NOTED, NEW LIGHT FIXTURE SHALL BE INSTALLED IN PLACE OF EXISTING LIGHT FIXTURE. UTILIZE EXISTING WIRING AND BOX FOR MOUNTING, MODIFYING AS REQUIRED.  
 ② LIGHT FIXTURE HAS INTEGRAL OCCUPANCY SENSOR AND WIRELESS COMMUNICATION WITH OTHER TYPE A AND B FIXTURES. PROGRAM SO THAT ALL TYPE A AND B FIXTURES TURN ON AND OFF TOGETHER.

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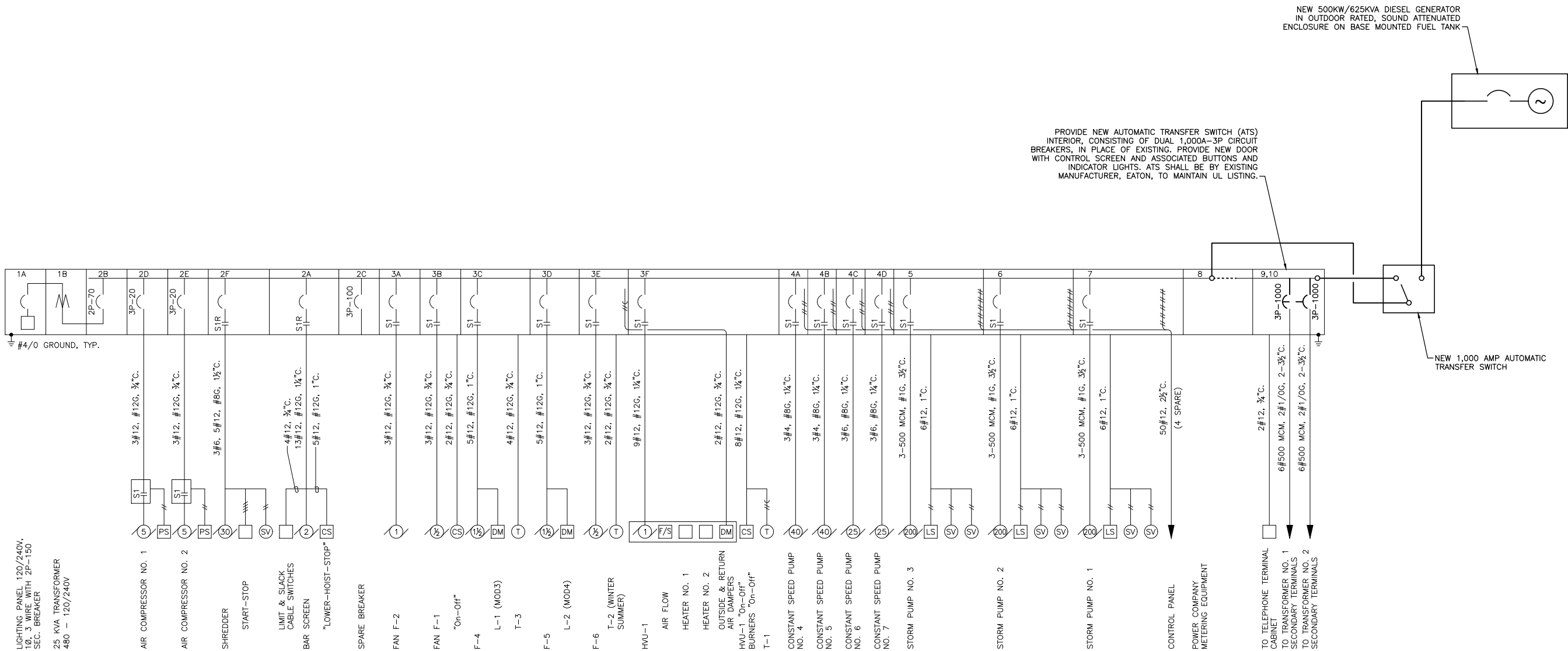
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SEWAGE LIFT STATION NO. 1 AND SUPPLEMENTAL FORCEMAIN IMPROVEMENTS  
 GREAT FALLS, MONTANA O.F.1758.1  
 ELECTRICAL ONE-LINE



① MAIN SWITCHBOARD AND MOTOR CONTROL CENTER ONE-LINE DIAGRAM  
 SCALE: NONE



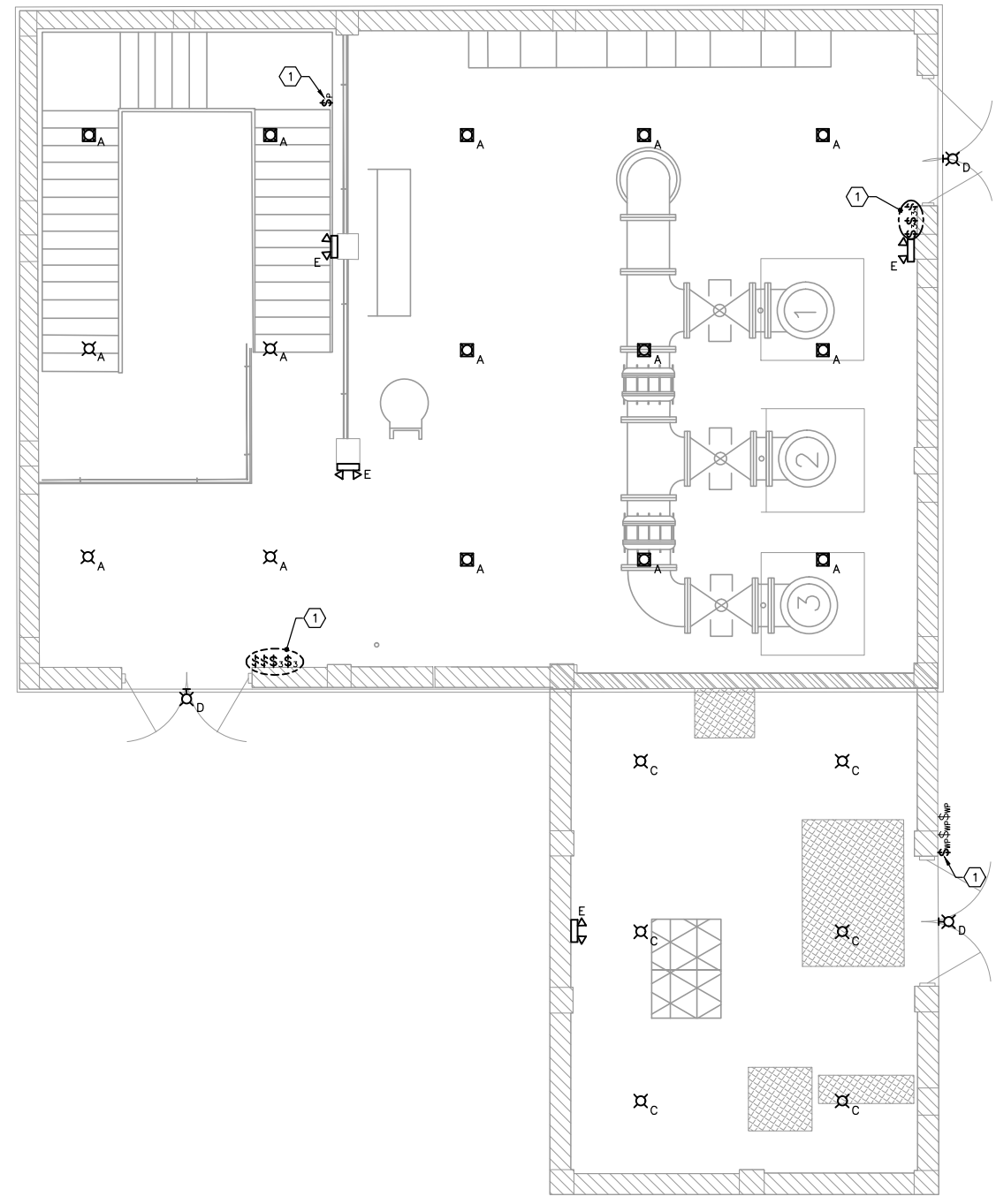
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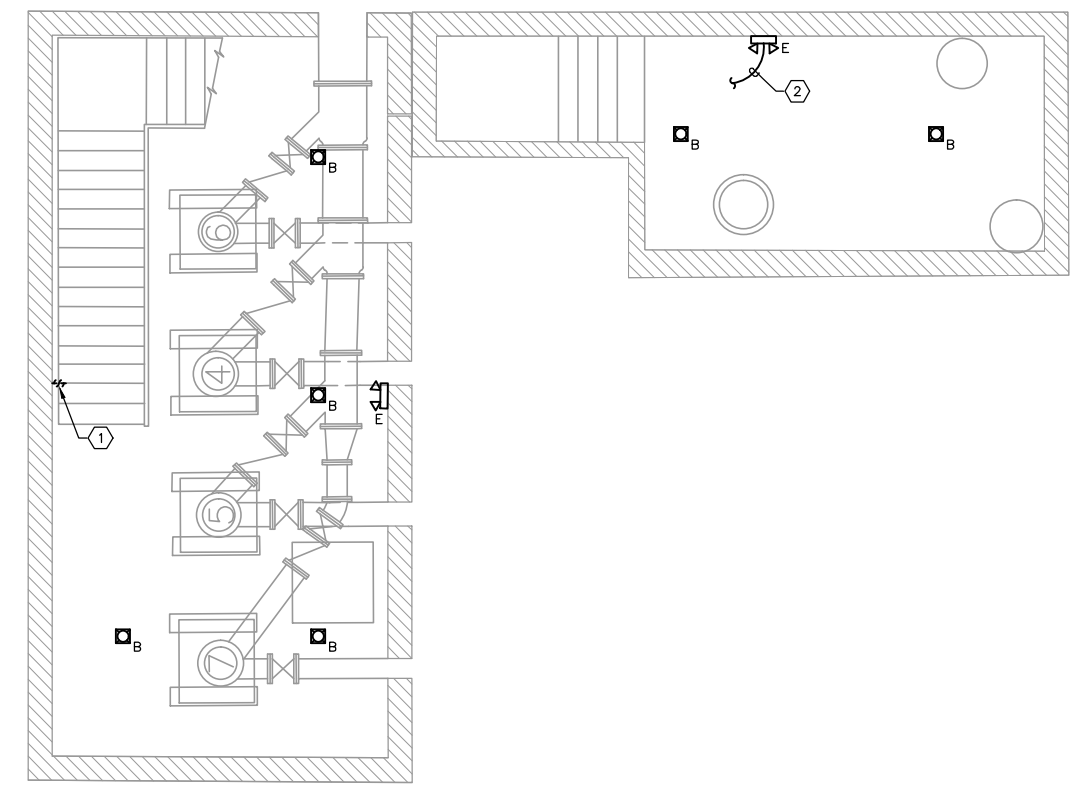


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SEWAGE LIFT STATION NO. 1 AND SUPPLEMENTAL FORCEMAIN IMPROVEMENTS  
 GREAT FALLS, MONTANA O.F.1758.1  
 ELECTRICAL LIGHTING PLANS



**N 1 OPERATING FLOOR LIGHTING PLAN**  
 SCALE: 1/4"=1'-0"



**N 2 PUMP FLOOR LIGHTING PLAN**  
 SCALE: 1/4"=1'-0"

- GENERAL SHEET NOTES:**
- A. ALL WORK ON THIS SHEET REGARDING LIGHTING AND LIGHTING CONTROLS SHALL BE BID ALTERNATE.
- SPECIFIC SHEET NOTES:**
- ① REMOVE EXISTING LIGHT SWITCH(ES) AND MODIFY SO THAT LIGHT FIXTURES RECEIVE 'CONSTANT' POWER.
  - ② NEW FIXTURE IN NEW LOCATION. CONNECT TO NEAREST CONSTANT POWER LIGHTING CIRCUIT VIA 2#12 AND #12G IN 1/2" CONDUIT.

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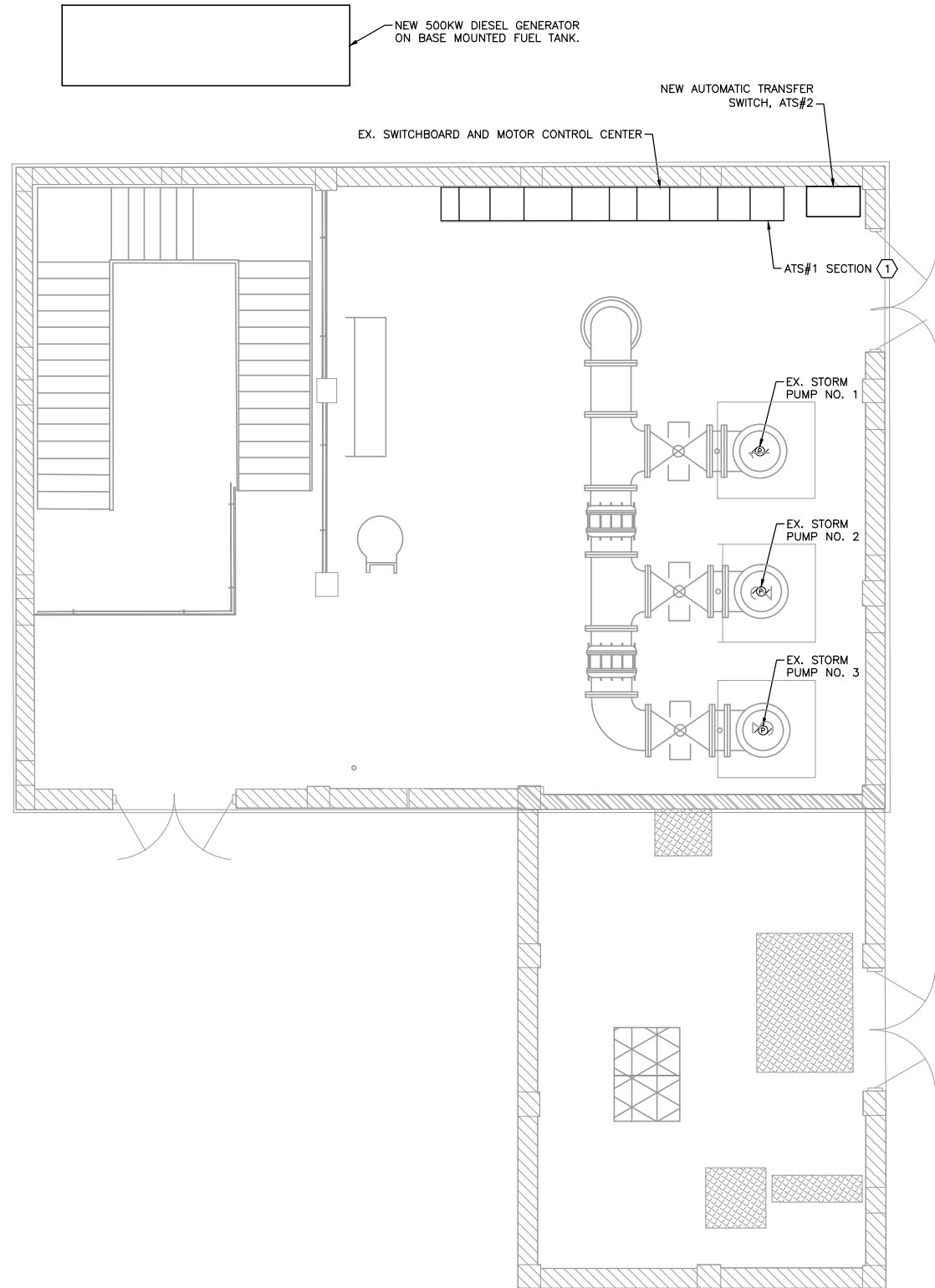


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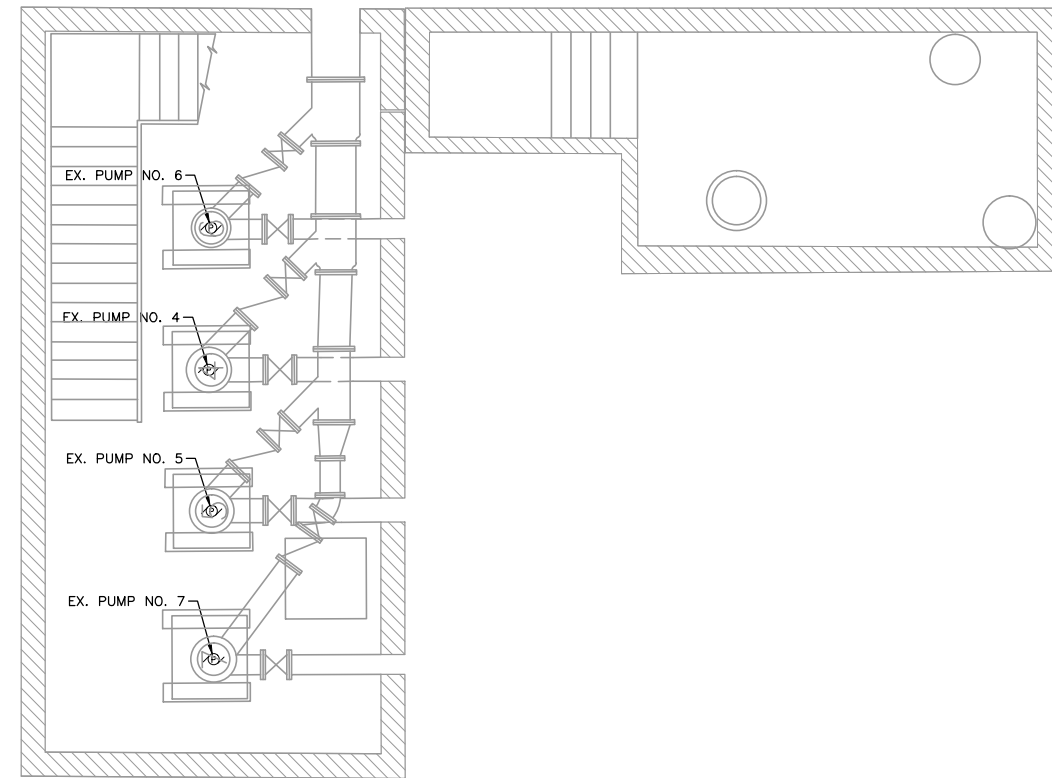
SEWAGE LIFT STATION NO. 1 AND SUPPLEMENTAL FORCEMAIN IMPROVEMENTS  
 GREAT FALLS, MONTANA O.F. 1758.1

ELECTRICAL POWER PLANS

220502\_E20\_C3.DWG  
 SHEET E2.0



**N 1 OPERATING FLOOR POWER PLAN**  
 SCALE: 1/4"=1'-0"



**N 2 PUMP FLOOR POWER PLAN**  
 SCALE: 1/4"=1'-0"

**SPECIFIC SHEET NOTES:**

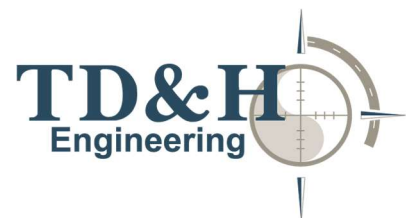
- ① REMOVE EXISTING AUTOMATIC TRANSFER SWITCH FROM SWITCHBOARD SECTION. PROVIDE NEW AUTOMATIC TRANSFER SWITCH IN PLACE OF EXISTING TRANSFER SWITCH INTERIOR AND PROVIDE NEW DOOR WITH REVISED CONTROL SCREEN AND ASSOCIATED INDICATOR LIGHTS. SEE ONE-LINE DIAGRAM.

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# ATTACHMENT C

## Preliminary Project Improvement Summary Table April, 2023

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**City of Great Falls**  
**Sewage Lift Station No. 1 and Supplemental Forcemain Improvements, O.F. 1758.1**  
**PRELIMINARY PROJECT IMPROVEMENT SUMMARY TABLE**  
**APRIL 2023**

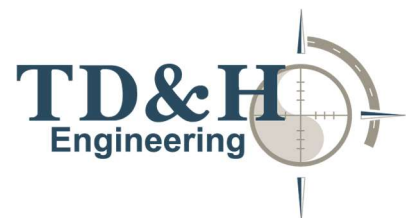
Item No.	Description	Quantity	Unit
<b>Supplemental Forcemain</b>			
1	DEMO EXISTING 24" DI PIPE	60	LF
2	CONNECT TO EXISTING DI FORCEMAIN	1	EA
3	LIFT STATION BYPASS PIPE CONNECTION AND WALL PENETRATION	1	LS
4	CONNECTION TO WW FORCEMAIN INSIDE PUMP STATION	1	LS
5	24" HDPE TO PVC TRANSITION	2	EA
6	CONCRETE ENCASED 24" DI PIPE	15	LF
7	24" DI PIPE	50	LF
8	24" C900 DR21 PVC PIPE	890	LF
9	36" C900 DR21 PVC PIPE	28	LF
10	OPEN CUT UTILITY CROSSINGS	15	EA
11	36" DIRECTIONAL BORE - SOIL	370	LF
12	36" DIRECTIONAL BORE - ROCK	1,730	LF
13	24" DR 11 HDPE PIPE	2,100	LF
14	24" PLUG VALVE & VALVE VAULT -REMOVE & REPLACE	1	EA
15	24" PLUG VALVES & VALVE VAULT	3	EA
16	24" PLUG VALVES & BYPASS VALVE VAULT	1	EA
17	MISCELLANEOUS FITTINGS	1	LS
18	WWTP FLOW METER VAULT EXPANSION	1	LS
19	PIG LAUNCHING & RECEIVING STATIONS	2	EA
20	EROSION CONTROL & PERMITS	1	LS
21	CONSTRUCTION DEWATERING	1	LS
22	PARK RECLAMATION	1	LS
23	PAVEMENT REPLACEMENT	1	LS
24	CONCRETE REPLACEMENT	1	LS
25	TRAFFIC CONTROL	1	LS
<b>Sewage Lift Station No. 1</b>			
26	REMOVE & REPLACE TRANSFER SWITCH	1	LS
27	500 KW DIESEL GENERATOR WITH ATS	1	LS
28	DEMO SCREENING ROOM TRANSFER FAN & BLOCK FILL OPENING		LS
29	SCREENING ROOM INTRINSICALLY SAFE UNIT HEATER & THERMOSTAT	1	LS
30	SCREENING ROOM EXHAUST FAN	1	LS
31	REMOVE & REPLACE LOWER LEVEL PUMP ROOM FLOOR DRAINS	1	LS
32	BUILDING WATER SYSTEM REPLACEMENT	1	LS
33	BAR SCREEN DEMO & STRUCTURAL PREPARATION	1	LS
34	BAR SCREEN & DEBRIS PRESS	1	LS
35	REMOVE & REPLACE SLIDE GATES	2	EA
36	REMOVE & REPLACE OVERFLOW WEIR GATE	1	EA
37	REPAIR PUMP #6 CONCRETE BASE & ANCHOR BOLT	1	LS
38	SEAL FOUNDATION WALL CRACKS	1	LS
39	DEMO & REPLACE INFLUENT DIVERSION BOX CONCRETE LID & HATCH	1	LS
40	ARCHITECTURAL BUILDING REPAIRS @ NEW DOOR AND EXHAUST FAN	1	LS
41	WET WELL INFLUENT CHANNEL OVERFLOW CONTROL MEASURE	1	LS
42	MISC. CONCRETE REPAIRS AT LIFT STATION	1	LS
43	REPLACE INTERIOR LIGHTING FIXTURES w/LED's & OCCUPANCY CONTROL	1	LS
44	REPLACE EXTERIOR LIGHTING w/LED's & INTEGRAL PHOTOCELLS	1	LS
45	INSTALL INTERIOR & EXTERIOR EGRESS LIGHTING w/BATTERY BACKUP	1	LS
46	REMOVE & REPLACE ULTRASONIC LEVEL ELEMENT & CONTROL PANEL	1	LS
47	REMOVE & REPLACE ASPHALT DRIVEWAY w/12" X 3" SECTION	680	SY
48	REMOVE & REPLACE 10-INCH PLUG VALVES	4	EA
49	REMOVE & REPLACE 12-INCH PLUG VALVES	4	EA
50	INTERIOR SURFACE AND EXTERIOR DOOR COATINGS	1	LS
51	STORMWATER PUMP REFURBISHMENT/REPLACEMENT	3	LS
52	REMOVE & REPLACE AIR BALL CHECK VALVES	3	EA
53	MEMBRANE ROOF REPAIRS	1	LS
54	BUILDING DEMO & NEW OVERHEAD DOOR	1	LS
55	CITY PERMITS	1	LS

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# ATTACHMENT D

## Sample Preconstruction Phase Services Contract

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**PRECONSTRUCTION PHASE SERVICES CONTRACT  
SEWAGE LIFT STATION NO. 1 & SUPPLEMENTAL FORCEMAIN  
IMPROVEMENTS (OF 1758.1)**

**THIS AGREEMENT** is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as “City,” and \_\_\_\_\_ **(Contractor Name & Address)**, hereinafter referred to as General Contractor Construction Manager (“GCCM”)

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **Purpose:** City has awarded a contract to \_\_\_\_\_ **(Contractor Name)** to serve as GCCM for the City’s **Sewage Lift Station No. 1 & Supplemental Forcemain Improvements** (“Project”) and this Agreement is for the Preconstruction Phase Services portion of the Project.
2. **Term of Agreement:** This Agreement is effective upon the date of its execution and will be deemed complete upon the Parties agreement to and execution of a Construction Services contract for the Project. Both parties reserve the right to terminate this Preconstruction Services Contract, however, by providing a written sixty (60) day notice to the other party.
3. **Scope of Work:** GCCM will perform the work and provide the services more particularly described on the attached Exhibit A – Scope of Services.
4. **Payment:** City agrees to pay GCCM for the services in the amount and manner described in the attached Exhibit A – Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by GCCM only after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.
5. **Independent Contractor Status:** The parties agree that GCCM is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. GCCM is not subject to the terms and provisions of the City’s personnel policies handbook and may not be considered a City employee for workers’ compensation or any other purpose. Except as may be specifically provided for in the Scope of Services, GCCM is not authorized to represent the City or otherwise bind the City in any dealings between GCCM and any third parties.

GCCM shall comply with the applicable requirements of the Workers’ Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. GCCM shall maintain workers’ compensation coverage for all members and employees of GCCM’s business, except for those members who are exempted by law.



GCCM shall furnish the City with copies showing one of the following: (1) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

**6. Indemnification:** To the fullest extent permitted by law, GCCM shall fully indemnify, defend, and save City, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages of whatever kind or nature arising from or related to GCCM's performance of this Preconstruction Services Agreement. The indemnification obligations of this Section must not be construed to negate, abridge, or reduce any common-law or statutory rights of the City which would otherwise exist. GCCM's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by City. GCCM also waives any and all claims and recourse against the City or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement except responsibility for its own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent, according to 28-2-702, MCA. These obligations shall survive termination of this Agreement and the services performed hereunder.

**7. Insurance:** GCCM shall purchase and maintain insurance coverage as set forth below. The insurance policy, except Workers' Compensation, must name the City, (including its elected or appointed officers, officials, employees, or volunteers) and Design Consultant, as additional insureds or contain a blanket additional insured endorsement and be written on a "primary—noncontributory basis." GCCM will provide the City with applicable additional insured endorsement documentation. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of "A.M. Best Rating" of A-, VI, as will protect the GCCM, the various acts of subcontractors, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations and completed operations under this Agreement. All insurance coverage shall remain in effect throughout the life of this Agreement and for a minimum of one (1) year following the date of expiration of GCCM's warranties. All insurance policies, except Workers' Compensation, must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Consultant, City, and all other additional insureds to whom a certificate of insurance has been issued. All insurance documentation shall be in a form acceptable to the City.

**\* Insurance Coverage at least in the following amounts is required:**

- |    |  |  |
|----|--|--|
| 1. | Commercial General Liability<br>occurrence (bodily injury and property damage) | \$1,000,000 per<br>\$2,000,000 aggregate |
| 2. | Products and Completed Operations  | \$2,000,000                              |

3.	Automobile Liability	\$1,500,000 combined single limit
4.	Workers' Compensation	Not less than statutory limits
5.	Employers' Liability	\$1,000,000
6.	Professional Liability (E&O) occurrence (only if applicable)	\$1,000,000 per \$2,000,000 aggregate

GCCM may provide applicable excess or umbrella coverage to supplement GCCM's existing insurance coverage, if GCCM's existing policy limits do not satisfy the coverage requirements as set forth above.

\* **If a request is made to waive certain insurance requirements, insert the insurance item # and corresponding description from the list above:** \_\_\_\_\_

**LEGAL REVIEW INITIALS:** Approved \_\_\_\_\_ Denied \_\_\_\_\_

**8. Professional Service:** GCCM agrees that all services and work performed hereunder will be accomplished in a professional manner.

**9. Compliance with Laws:** GCCM agrees to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA. As applicable, GCCM agrees to purchase a City safety inspection certificate or special business license.

**10. Nondiscrimination:** GCCM agrees that all hiring by GCCM of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by state and/or federal law.

**11. Default and Termination:** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

**12. Modification and Assignability:** This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written Agreement, may be considered valid or binding. This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The GCCM may not subcontract or assign GCCM's rights, including the right to compensation or duties arising hereunder, without the prior written consent of City.

**13. Ownership and Publication of Materials:** All reports, information, data, and other materials prepared by the GCCM pursuant to this Agreement are the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the GCCM for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the GCCM. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.

**14. Liaison:** City's designated liaison with GCCM is Russell Brewer, PE and GCCM's designated liaison with City is \_\_\_\_\_.

**15. Applicability:** This Agreement shall be governed and construed in accordance with the laws of the State of Montana.

**IN WITNESS WHEREOF,** GCCM and City have caused this Preconstruction Services Contract to be executed as of the dates set forth below.

**CITY OF GREAT FALLS, MONTANA**  
**OWNER**

\_\_\_\_\_  
**GCCM**

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

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

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Title:** \_\_\_\_\_

**Print Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

ATTEST:

(Seal of the City)

\_\_\_\_\_  
Lisa Kunz, City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_ David G. Dennis, City Attorney\*

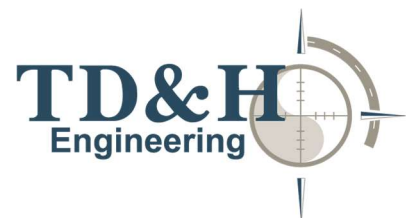
\* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

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# **ATTACHMENT E**

## **Preconstruction Phase Services Contract Exhibit A - Scope of Services**

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**SEWAGE LIFT STATION NO. 1 & SUPPLEMENTAL FORCEMAIN IMPROVEMENTS, OF 1758.1  
PRECONSTRUCTION PHASE SERVICES CONTRACT  
EXHIBIT A – SCOPE OF SERVICES**

**(Contractor)**, in its capacity as General Contractor Construction Manager (GCCM) for the City of Great Falls **Sewage Lift Station No. 1 & Supplemental Forcemain Improvements** (“Project”), will provide the following services under the PRECONSTRUCTION PHASE SERVICES CONTRACT:

1.01 Project Management

A. Participate in Project Meetings

1. Participate in Project kick-off meeting. Be prepared to discuss GCCM’s team and organizations structure, assignments for responsibilities and GCCM plan for implementing Preconstruction Services.
2. Participate in periodic meetings with City and Design Consultant to review progress, coordinate efforts, and discuss planned activities for the next period. It is anticipated that these progress meetings will occur monthly and following completion of 60% and 90% milestone Project Documents.

- B. Provide administration of Agreement for GCCM Preconstruction Phase Services, including applications for payment, progress reporting, management of GCCM staff, schedule for services, and deliverables.

1.02 Review of Preliminary Design Documents

A. Immediately complete a thorough review of available Preliminary Design Documents.

1. Provide suggestions and recommendations with respect to Preliminary Design research, analysis, recommendations, project coordination, sequencing and scheduling concepts in accordance with Paragraph 1.03.D and 1.03.H below.
2. Recommend strategies for the division of Work into discrete packages, phasing design and early authorization to construct specific activities (fast tracking). If City agrees with suggestions to expedite independent project improvements, work collaboratively with the City and Design Consultant to prepare a preliminary scope along with a design, and if applicable, regulatory approval schedule for each package.

1.03 Design Related Preconstruction Services

- A. Attend periodic design meetings to provide consultation on aspects of the design that will impact the Budget, schedule, and quality of the completed Work.

- B. Advise, assist, and provide recommendations on all aspects of preliminary and final design of the Work. Provide consultation for site use and improvements, and the selection of materials, building systems, and equipment.

- C. Provide recommendations for: construction feasibility; actions designed to minimize adverse effects of labor or material shortages; schedule requirements for procurement, installation, and construction completion; and all factors related to construction cost including estimates for design approach or material alternatives, preliminary budgets, and possible opportunities for savings.

- D. Review in-progress Design Documents, including the those variously described as Preliminary Design, and 60% and 90% Drawings and Specifications, and provide suggestions and recommendations for constructability, material, component and equipment selection and availability. Provide timely counsel for modifications to improve:
1. Ability to price the Work:
    - a. Identify Work elements that may be difficult to price as presented in the Design Documents. Provide suggestions to reduce risk and pricing from Subcontractors and Suppliers.
    - b. Provide suggestions for preparing Bid Packages to simplify pricing efforts by Subcontractors. Bid Packages will not be prepared specific to construction trades.
    - c. Determine whether specified products are readily available and notify Design Consultant if equal or substitute materials are also available, along with any potential benefits.
  2. Constructability, including sequencing or coordination:
    - a. Preliminary design example approach and any subsequent updates prepared by the Design Consultant;
    - b. Adequacy of details for construction;
    - c. Potential conflicts during construction;
    - d. Feasibility of construction;
    - e. Construction sequencing;
    - f. Subcontractor and Supplier coordination; and
    - g. Contractual coordination and identification of conflicts or concerns among Construction Documents, including the GCCM Construction Phase Contract and Attachments, Appendices & Exhibits (Contract Documents).
  3. Operability:
    - a. Ability to minimize disruptions to existing operations;
    - b. Ability to complete construction connections to existing facilities or utilities;
    - c. Modifications to facilitate initial start-up and/or performance testing; and
    - d. Ability of City to operate/maintain the facility when completed.
  4. Requirements for Subcontractor, equipment and materials procurement.
  5. Completeness, consistency, and clarity.
- E. Subsurface conditions and Underground Facilities
1. Review information made available by City.
    - a. Review information pertaining to subsurface or physical conditions within the project corridor. Inform City of additional examinations, investigations, explorations, testing, or studies (Supplemental Investigations) of subsurface or physical conditions the GCCM concludes would be beneficial if conducted prior to commencement of construction.
    - b. Review information pertaining to Underground Facilities. Collaborate with the Design Consultant to improve the accuracy and completeness of

information regarding Underground Facilities that Design Consultant incorporates into the Project Drawings and Specifications.

2. Perform the following field investigations to further identify subsurface conditions likely to impact construction operations and cost:
    - a. Existing forcemain exploratory excavation at approximate point of connection in River Drive.
    - b. Investigations necessary to prepare accurate trench shoring and groundwater dewatering GMP costs.
    - c. Supplemental investigations suggested by the GCCM and accepted by the City will be approved by Contract Amendment in accordance with the Payment provisions set forth in the Preconstruction Phase Services Contract and Paragraph 1.14 of this Exhibit A – Scope of Services.
  - F. Provide written review comments in accordance with the processes or procedures agreed to by the City.
  - G. Report to City and Design Consultant any elements of the design that appear to be in conflict or require further development.
  - H. Review and provide an assessment of whether the project design can be executed within the City Budget, allotted Contract Time, and with available labor, equipment, and materials.
  - I. The GCCM role is considered advisory. Design concept and all project materials, components, equipment, etc. will be at the discretion of the City and Design Consultant.
- 1.04 Construction Management Plan
- A. Provide a written Construction Management Plan that incorporates the following elements:
    1. GCCM's Construction Phase organization, including assigned responsibilities and level of authority within Project management;
    2. Communications Plan including document distribution, electronic file type and transfer protocol, Action Item and Decision Registers, frequency of reporting and project controls;
    3. Document Management Plan that incorporates Communications Plan and specifies repository mechanism and associated City/Design Consultant access;
    4. Construction contract administration;
    5. Cost management;
    6. Time management;
    7. Quality management;
    8. Risk management;
    9. Safety management;
    10. Site management and environmental controls;
    11. Regulatory requirements and permits; and
    12. Procurement strategy

- B. Work with the City to incorporate requirements of the Sample GCCM Construction Phase Contract and Sample General Conditions of the GCCM Construction Contract into the Construction Management Plan. Reference provisions of the Sample Documents, as necessary.
  - C. Submit a Draft Construction Management Plan for City review and comment.
  - D. Respond to City comments, reconcile revisions and publish Final Construction Management Plan.
  - E. Implement Plan during Construction Phase.
- 1.05 Construction Contract Administration
- A. Work with the City to address requirements of the Sample GCCM Construction Phase Contract and Sample General Conditions of the GCCM Construction Contract into the GCCM Contract administration. Reference provisions of the Sample Documents, as necessary.
  - B. Coordination
    - 1. Facilitate and administer progress meetings, provide records as requested by the City.
    - 2. Plan, schedule, and document meetings held with Subcontractors and Suppliers. Invite representatives from the City and Design Consultant.
- 1.06 Cost Management
- A. Work with Design Consultant to update the Budget with supporting data for review by the City at the following intervals:
    - 1. Preliminary Design Documents immediately following GCCM procurement.
    - 2. Completion of 60% and 90% Design Development Documents following City review.
    - 3. At any other appropriate interval agreed to by the City and GCCM during the preparation of the Contract Documents to determine that changes to the design can be constructed within the Budget.
  - B. Assess current construction market to determine risk associated with cost fluctuation, including volatility of selected materials or equipment that may result in exceeding the Budget. Identify any activity costs that may have decreased and whether savings can assist with balancing the Budget. Prepare a variance analysis between previous and current project cost estimates and provide Budget adjustment recommendations. Coordinate with the City to consider efficiency, useful life, maintenance, energy and operations as part of the cost analysis.
  - C. GCCM shall also provide a summary of administrative and ancillary costs expected in the GMP for Budget updates.



#### 1.07 Schedule Management

- A. Provide a preliminary master schedule for the GCCM Preconstruction and Construction Phase Contracts. Include reasonable allowances for review and approval by the City, governmental authorities having jurisdiction over the Project, including the City of Great Falls Public Works and Building Departments, Montana Department of Environmental Quality, Montana Department of Transportation and all permits the GCCM must secure. Structure the preliminary master schedule to allow incorporation of a detailed construction schedule as the Project becomes further defined.
- B. At a minimum, update the preliminary master schedule following Design Consultant issuing 60% and 90% Design Documents. Updates shall incorporate proposed activity sequences and durations, milestone dates for approvals, GMP Proposal delivery, shop drawing processing allowances, materials and/or equipment extended procurement periods and City occupancy requirements.
- C. Following each preliminary master schedule update, notify the City of any recognized delays relative to the original schedule along with recommendations to offset impacts to the final project completion date.
- D. Revise the master schedule after the GMP is established.

#### 1.08 Quality Management

- A. Prepare GCCM's Quality Control Plan (QCP) as follows:
  - 1. Describe the quality control organization and lines of authority. Quality control plan shall identify quality control manager and other key individuals involved in GCCM's quality control effort. If quality control manager is to serve in other capacities, identify those responsibilities and time spent in each role. Describe the qualifications of the quality control manager (in resume format) to demonstrate applicable experience in a similar capacity.
  - 2. Provide names and qualifications, in resume format, of other persons assigned a quality control function. Define the role and authority of each person and activities for which they are responsible.
  - 3. Describe GCCM's approach to managing quality during construction. Describe how GCCM will integrate quality control procedures into execution of the Work, identify testing and inspection required to monitor in-progress quality and integrate acceptance testing required by the Contract Documents.
  - 4. Include a testing plan. Identify the organization responsible for each type of testing in accordance with City direction and the Contract Documents.
  - 5. Describe GCCM approach for managing defective Work, including notification and documentation procedures, development and implementation of corrective action plans and documentation that corrective action resulted in a product that complies with the Contract Documents.
  - 6. Describe the approach for scheduling, reviewing, certifying, and managing documentation provided by Subcontractors and Suppliers. Include the approach

for managing the quality of submittals, documentation procedures, and process for tracking and maintaining current records.

1.09 Risk Management

- A. Analyze construction risks and develop appropriate risk management strategies to minimize associated costs.
- B. Identify additional information that will benefit risk assessment.
- C. Provide recommendations for appropriate allocation of construction risks.
- D. Review legal requirements for Subcontractor and equipment procurement for risk impacts.
- E. Suggest procurement strategies to minimize risk.

1.10 Safety Management

- A. Provide a project-specific Health and Safety Plan to address the concerns associated with construction activities and potential hazards, in compliance with applicable Laws and Regulations. Structure the manual to allow for regular updates.
- B. At a minimum, the Health and Safety Plan shall include the following:
  - 1. Background information identifying the GCCM, Project description, and location;
  - 2. Management accountability structure with authority to implement safety plans, stop work, or other safety-related decisions;
  - 3. Role of safety representative;
  - 4. Qualifications and certifications safety representatives (resume format);
  - 5. Objectives of the Health and Safety Plan;
  - 6. Administration and enforcement of the Health and Safety Plan;
  - 7. Applicability of the Health and Safety Plan to various personnel categories, including the workforce, visitors, City and Design Consultant staff;
  - 8. List of conditions at the Site that may pose a hazard, hazard types, and those potentially exposed;
  - 9. Procedures for first aid and medical attention;
  - 10. Emergency notifications procedures based on hazard type which specify the entity to be notified for each situation;
  - 11. Site access control requirements to prohibit unauthorized persons from entering the Site;
  - 12. Orientation and training requirements for workers, visitors, and City representatives;
  - 13. Hazard communications and awareness plan;
  - 14. Required safety certifications for each type of work;
  - 15. GCCM's safety training program and effort to create and maintain a culture of safety;
  - 16. GCCM's written safety guidelines for project-specific hazards;
  - 17. Plan for conducting safety inspection, the audit frequency and schedule;
  - 18. Accident/incident reporting procedures including monthly reporting.
- C. Incorporate City and/or Veolia Water site safety requirements as appropriate.

1.11 Site Management and Environmental Controls

- A. Develop a plan for managing the Site during construction. The plan should address, at a minimum, management of the following:
  - 1. Office space for GCCM and Subcontractors;
  - 2. Water, sanitation, electrical, internet, and other utilities for GCCM and Subcontractor operations at the Site;
  - 3. Storage facilities, parking and construction staging;
  - 4. Protection of existing structures, trees and other landscaping, buildings, utilities, and underground facilities;
  - 5. Site security, site safety, and emergency response;
  - 6. Temporary roads, temporary signage, barricades, fencing, and other devices to manage traffic to and within the Site, including provisions for delivery of materials and equipment, and maintenance during construction;
  - 7. Environmental conditions including storm water management, pollution control, care of water, soil management, and other temporary controls and removal when no longer required;
  - 8. Protecting reference data and control points; and
  - 9. Cleanup, containment and disposal of waste materials.
- B. Review plan with the City to identify potential conflicts with operating other facilities, on-going and anticipated construction by other entities. Revise, if necessary.

1.12 Regulatory Requirements and Permits

- A. Research and review regulatory requirements and permits required for construction. Develop a plan for securing and/or addressing applicable Laws, regulations and permits. Summarize requirements, entities responsible, supplemental documentation and costs for securing and complying with all permit requirements.
- B. Incorporate the associated costs into GCCM Preconstruction cost estimates and GMP. Notify City of all related costs for inclusion in the Budget.
- C. At a minimum, the following applications, jurisdictional approvals and/or permits, along with associated fees, will be the responsibility of the GCCM:
  - 1. Groundwater Dewatering General Permit for Storm Water Discharges Associated with Construction Activity from the Montana Department of Environmental Quality (DEQ)
  - 2. General Permit for Construction Dewatering from the Montana Department of Environmental Quality (DEQ)
  - 3. Approved Traffic Control Plan (TCP) and City of Great Falls Right-of-Way Permit or Montana Department of Transportation Encroachment Permit, depending on location of the Work.
  - 4. Lift Station No. 1 Repairs City of Great Falls Building Permit
  - 5. Lift Station No. 1 Repairs City of Great Falls Electrical Permit
  - 6. Lift Station No. 1 Repairs City of Great Falls Plumbing Permit
  - 7. Lift Station No. 1 Repairs City of Great Falls Mechanical Permit

- D. The Design Consultant will procure licenses and permits associated with permanent property use, traditional floodplain permitting and MDEQ approval of the Design Report, Construction Drawings and Specifications.

#### 1.13 Supplemental GCCM Assistance

- A. In addition to activities defined above, GCCM shall complete the following project-specific Preconstruction Phases Services:
  1. Stormwater Pump column condition investigation and pump refurbish or replacement recommendations.
  2. Investigate alternatives for Stormwater Pump Ball Check Valves and provide findings.
  3. Evaluate bypass piping scenarios and provide recommendations and cost impacts associated with installing permanent piping and isolation valves for future use.
  4. Inspect wet-well flow chambers and summarize construction challenges, operational impacts and costs related to installing channel overflow control measures.
  5. Review proposed Backup Generator equipment and installation details for delivery schedule, site location and configuration, temporary facility outage impacts, sequencing, and any other apparent issues. Provide recommendations for addressing any identified concerns.
  6. Procure Horizontal Directional Drilling (HDD) in general accordance with Section 4.4 of the RFQ/RFP and provisions of the Construction Phase Contract between Owner and General Contractor/Construction Manager.
  7. Existing forcemain exploratory excavation at approximate point of connection in River Drive.
  8. Field investigations necessary to prepare accurate trench shoring and groundwater dewatering GMP costs.

#### 1.14 Payment

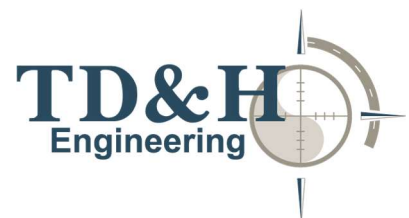
- A. The GCCM will be compensated for the PRECONSTRUCTION PHASE SERVICES described above in the amount set forth in Exhibit "B", attached hereto.
- B. As expressed in Article 4 of the PRECONSTRUCTION PHASE SERVICES CONTRACT, any modification to activities defined in this Exhibit A - Scope of Services that adjust the total GCCM compensation identified in *Exhibit "B"* shall only be authorized by Contract Amendment executed by both parties.

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# ATTACHMENT F

Sample Construction Phase Contract between Owner  
and General Contractor/Construction Manager

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**CONSTRUCTION PHASE CONTRACT BETWEEN OWNER AND GENERAL CONTRACTOR/CONSTRUCTION MANAGER for SEWAGE LIFT STATION NO. 1 & SUPPLEMENTAL FORCEMAIN IMPROVEMENTS (OF 1758.1)**

This **CONTRACT** is made as of: \_\_\_\_\_, 20\_\_\_\_

**BETWEEN:** \_\_\_\_\_ (Contractor)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (City, State, Zip)

Hereinafter identified as the “**CONTRACTOR**” and:

City of Great Falls  
P.O. Box 5021  
Great Falls, Montana 59403-5021

hereinafter identified as the “**OWNER**”.

WITNESSETH that the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

**1. ARTICLE 1 – DEFINITIONS**

1.1. **BASIC DEFINITIONS** – The terms below are expressly defined as follows:

- 1.1.1. **Affiliate.** Affiliate shall mean any subsidiary of General Contractor/Construction Manager (GC/CM), and any other entity in which GC/CM has a financial interest or which has a financial interest in GC/CM (including without limitation parent companies, related businesses under the same holding company, or any other business controlled by, under common control with, or which controls GC/CM).
- 1.1.2. **Allowances.** Allowances shall mean the allowance amounts shown in the Guaranteed Maximum Price (GMP) Supporting Documents, together with such further allowances as may be developed by the parties as the Project progresses.
- 1.1.3. **Amendment.** Amendment shall mean a written modification of this Contract (including without limitation any agreed change to the GMP), identified as an Amendment, and executed by GC/CM and the Owner.
- 1.1.4. **Change Order.** Change Order shall mean a written modification of this Contract as identified in the General Conditions of the Contract for Construction (including without limitation any agreed change to GMP), identified as a Change Order and executed by the GC/CM and the Owner. Change Orders shall be issued only for Owner Scope Changes and unforeseen conditions.

- 1.1.5. Construction Manager (CM). CM shall have the meaning given herein below as GC/CM and CM/GC.
- 1.1.6. Construction Documents. Construction Documents shall be those prepared by the Design Consultants for the Project as described in the contract between Owner and Design Consultant.
- 1.1.7. Construction Phase. The Construction Phase shall mean the period commencing on the Owner's execution of a GMP Agreement or Early Work Amendment, together with the earlier of (i) issuance by Owner of a Notice to Proceed with any on-site construction or (ii) execution of a subcontract or issuance of a purchase order for materials or equipment required for the Work.
- 1.1.8. Construction Phase Services. Construction Phase Services shall mean all of the Work other than the Preconstruction Phase Services.
- 1.1.9. Contract Documents. Contract Documents shall have the meaning given in the General Conditions of the Contract for Construction.
- 1.1.10. Design Development Documents. The Design Development Documents shall be as described in the scope of services of the Owner's Agreement with the Design Consultant for this Project.
- 1.1.11. Early Work. Early Work shall mean Construction Phase Services authorized by Amendment that the parties agree should be performed in advance of establishment of the GMP. Permissible Early Work shall be limited to: early procurement of materials and supplies; early release of bid or proposal packages for site development and related activities; and any other advance work related to critical components of the Project for which performance prior to establishment of the GMP will materially affect the critical path schedule. of the Project.
- 1.1.12. Early Work Amendment. Early Work Amendment shall mean an Amendment to this Contract executed by and between the parties to authorize Early Work.
- 1.1.13. Guaranteed Maximum Cost for Reimbursable expenses for General Conditions Work (GMCR). Guaranteed Maximum Cost for General Conditions Work or GC Work shall mean that guaranteed maximum sum identified herein below.
- 1.1.14. General Conditions Work. General Conditions Work ("GC Work") shall mean (i) that portion of the Work required to support construction operations that is not included within overhead or general expense but is called out as GC Work, and (ii) any other specific categories of Work approved in writing by the Owner as forming a part of the GC Work. GC Work is defined and submitted during the GC/CM solicitation phase and is described as Guaranteed Maximum Cost for Reimbursable (GMCR) expenses for General Conditions.
- 1.1.15. General Contractor/Construction Manager (GC/CM). GC/CM shall mean the entity contracted for by the Owner to provide Pre-Construction and Construction Services as identified in the Preconstruction Phase Services Contract, in this

Contract, and in the General Conditions of the Contract for Construction. Construction Manager/General Contractor (CM/GC) shall have the same meaning as GC/CM. GC/CM and CM/GC includes the "Contractor" as identified in the General Conditions of the Contract for Construction.

- 1.1.16. **Guaranteed Maximum Price (GMP).** GMP shall mean the Guaranteed Maximum Price of this Contract, as stated in dollars within the GMP Agreement, as determined herein below and as it may be adjusted from time to time pursuant to the provisions of this Contract.
- 1.1.17. **GMP Agreement.** GMP Agreement shall mean an Agreement to this Contract, issued and executed by and between the parties, to establish the GMP and identify the GMP Supporting Documents and Construction Documents for Construction Phase Services. Where "bid" and all modifications are referenced in the General Conditions of the Contract for Construction, the word is interchangeable with the GMP.
- 1.1.18. **GMP Supporting Documents.** GMP Supporting Documents shall mean the documents referenced in the GMP Agreement as the basis for establishing the GMP. The GMP Supporting Documents shall expressly identify the Plans and Specifications, assumptions, qualifications, exclusions, conditions, allowances, unit prices, and alternates that form the basis for the GMP.
- 1.1.19. **Preconstruction Phase.** The Preconstruction Phase shall mean the period that commenced with the execution of the Preconstruction Services Contract and ends upon commencement of the Construction Phase; provided that if the Owner and GC/CM agree, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases shall proceed concurrently, subject to the terms and conditions of the Contract Documents.
- 1.1.20. **Preconstruction Phase Services.** Preconstruction Phase Services shall mean all services described in the Preconstruction Phase Services Contract ("Preconstruction Contract") and as may be described herein, including such similar services as are described in the Request for Qualifications and Proposals (RFQ/RFP) and the GC/CM's Proposal to the extent they are accepted by Owner, but excluding any Early Work. Early Work shall be considered part of Construction Phase Services.
- 1.1.21. **Schematic Design Documents.** Schematic Design Documents shall be as described in the scope of services of the Owner's Agreement with the Design Consultant for this Project.
- 1.1.22. **Scope Change.** Scope Change shall mean only (i) changed site conditions not reasonably identifiable or inferable from information available to GC/CM at the time of execution of the GMP Agreement, (ii) significant Work modifications (including additions, substitutions, and deletions) not reasonably identifiable or inferable from the Documents at every phase of design, and (iii) application of Allowances and



selection of alternates, all as approved by the Owner under this Contract beyond that identified in the GMP Supporting Documents (but in the case of Allowance items, the GMP will increase only if the cost to Owner of the Allowance items exceeds the total amount of the Allowances).

1.1.23. Unless otherwise indicated, other capitalized terms shall have the meaning ascribed to them in the General Conditions of the Contract for Construction.

## 2. **ARTICLE 2 – CONTRACT DOCUMENTS**

The Contract Documents, together with this Contract and Preconstruction Phase Services Contract, form the entire Contract and Agreement between the Contractor and Owner. The Contract Documents, which are totally and completely a part of this Contract as if attached hereto or repeated herein, are enumerated in the General Conditions of the Contract for Construction inclusive of Wage Rates, Reports, and all other items bound with the Specifications and/or Project Manual(s).

## 3. **ARTICLE 3 – SERVICES AND WORK OF THIS CONTRACT**

3.1 The Owner has selected the GC/CM to perform Work related to the construction of **Lift Station No.1 and Supplemental Forcemain Improvements.** The major items for the Project include, but are not limited to:

3.1.1 TBD ; and

3.1.2 TBD , end of list.

3.2 **Preconstruction Phase Services.** The GC/CM agrees to provide all of the Preconstruction Phase Services described in the Preconstruction Phase Services Contract. The Preconstruction Phase shall end on or by \_\_\_\_\_, **20**\_\_\_\_. If Preconstruction Phase continues beyond \_\_\_\_\_, **20**\_\_\_\_ through no fault of the GC/CM, additional compensation for extended Preconstruction Services may be negotiated with the Owner. However, commencement of the Construction Phase shall not excuse GC/CM from completion of the Preconstruction Phase Services, if such services have not been fully performed at commencement of the Construction Phase. Early Work approved by the Owner as such in accordance with the Contract Documents shall not be deemed the end of Preconstruction Services or the beginning of the Construction Phase.

### 3.3 **Construction Phase Services.**

3.3.1 Upon execution of an Early Work Amendment or GMP Agreement/Contract, the GC/CM shall provide Construction Phase Services as provided in the Contract Documents, including without limitation providing and paying for all materials, tools, equipment, labor and services, and performing all other acts and supplying all other things necessary to perform and complete the Work, as required by the Contract Documents, and to furnish to Owner a complete, fully functional Project

in accordance with the Contract Documents, capable of being legally occupied and fully used for its intended purposes upon completion of the Contract (or, as to an Early Work Amendment, to furnish such Work as is described in the Early Work Amendment). Construction Phase Services shall include CM Services performed during the Construction Phase.

- 3.3.2 Notwithstanding any other references to Construction Phase Services in this Contract, this Contract shall include Preconstruction Phase Services only until such time the parties execute a GMP Agreement.
- 3.3.3 The parties may execute one or more Early Work Amendments identifying specific Construction Phase Services that must be performed in advance of establishment of the GMP, without exceeding a not-to-exceed budget, a not-to-exceed guaranteed maximum price, or a fixed price ("Early Work Price") to be stated in such Amendment, with such Amendment. If the Early Work Price is a not-to-exceed budget, then GC/CM shall be obligated to perform the Early Work only to the extent that the Cost of Work thereof, together with the GC/CM Fee, does not exceed the Early Work Price; however if GC/CM performs Early Work with a cost in excess of the Early Work Price the GC/CM shall pay such excess cost without reimbursement unless cost overruns are caused by conditions that constitute a change within the Contract or to incorporate Work not included in the GMP Agreement. If one or more Early Work Amendments are executed, the GC/CM shall diligently continue to work toward development of a GMP Agreement acceptable to Owner, which shall incorporate the Early Work Amendments. If Owner thereafter terminates the Contract prior to execution of a GMP Agreement, the provisions of the General Conditions of the Contract for Construction shall apply.
- 3.3.4 Prior to commencement of any Construction Phase effort, and in any event not later than mutual execution of the GMP Amendment, GC/CM shall provide to Owner a full performance bond and a payment security bond as required by the General Conditions in the amount of the GMP. If an Early Work Amendment is executed, GC/CM shall provide such bond in the amount of the Early Work Price under the Early Work Amendment. GC/CM shall provide to Owner additional or replacement bonds at the time of execution of any subsequent Early Work Amendment or GMP Agreement, in each case prior to execution of the Amendment and the supplying of any labor or materials for the prosecution of the Work covered by the Amendment, and in each case in a sufficient amount so that the total bonded sum equals or exceeds the total Early Work Price or the GMP, as the case may be. In the event of a Scope Change that increases the GMP, GC/CM shall provide to Owner an additional or supplemental bond in the amount of such increase prior to performance of the additional Work.
- 3.4 Construction, including any portion of Construction, shall not commence until plans and specifications have been submitted and approved as required by law and any state, local, or public authority having jurisdiction over the Project or any portion of it.

- 3.5 Construction Management (CM) Services. Throughout the Preconstruction and Construction Phases of the Project, the GC/CM shall provide CM Services, generally consisting of coordinating and managing the building process as an independent contractor, in cooperation with the Owner, Design Consultant and other designated Project consultants (the "Construction Principals"), all in accordance with the General Conditions of the Contract for Construction and Project Manual. CM Services shall include, but are not limited to:
- 3.5.1 Providing all Preconstruction Phase Services as set forth in the Preconstruction Phase Services Contract;
  - 3.5.2 Developing and delivering schedules, preparing construction estimates, performing constructability review, analyzing alternative designs, studying labor conditions, coordinating and communicating the activities of the Construction Principals throughout the Construction Phase to all Construction Principals;
  - 3.5.3 Continuously monitoring the Project schedule and recommending adjustments to ensure completion of the Project in the most expeditious manner possible;
  - 3.5.4 Working with the Owner and the Design Consultant to analyze the design, participate in decisions regarding construction materials, methods, systems, phasing, and costs, and suggest modifications to achieve the goals of providing the Owner with the Project within the budget, GMP and schedule;
  - 3.5.5 Providing Value Engineering ("VE") services ongoing through the Project. GC/CM shall develop cost proposals, in the form of additions or deductions from the GMP, including detailed documentation to support such adjustments and shall submit such proposals to Owner for its approval. GC/CM acknowledges that VE services are intended to improve the value received by Owner with respect to cost reduction or life-cycle costs of the Project;
  - 3.5.6 Holding and conducting periodic meetings with the Owner and the Design Consultant to coordinate, update and ensure progress of the Work;
  - 3.5.7 Submitting monthly written report(s) to the Owner. Each report shall include, but shall not be limited to, Project updates including (i) actual costs and progress for the reporting period as compared to the estimate of costs; (ii) explanations of significant variations; (iii) work completed; (iv) work in progress; (v) changes in the work; and (vi) other information as determined to be appropriate by the Owner. Additional oral or written updates shall be provided to the Owner as deemed appropriate by the GC/CM or as requested by the Owner;
  - 3.5.8 Maintaining a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered, safety violations and incidents of personal injury and property damage, and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Design Consultant on request;

- 3.5.9 Developing and implementing a system of cost control for the Work acceptable to Owner, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The GC/CM shall identify variances between actual and estimated costs and report the variances to the Owner and Design Consultant at regular intervals;
- 3.5.10 Cooperating with any and all consultants hired by Owner;
- 3.5.11 At Owner's request, cooperating and performing warranty and inspection Work for the Project through the expiration date of the applicable warranty period;
- 3.5.12 Assisting Owner with start-up of the Project. Such start-up may occur in phases due to phased occupancy;
- 3.5.13 If applicable, incorporating commissioning and inspection agents' activities into the Project schedule and coordinating Subcontractors required to participate in the commissioning and inspection process;
- 3.5.14 Performing all other obligations and providing all other services set forth in the Contract Documents; and performing all other acts and supplying all other things necessary to fully and properly perform and complete the Work as required by the Contract.

#### **4. ARTICLE 4 – CONTRACT SUM AND GMP**

- 4.1 Contract Sum. Owner shall pay the GC/CM the "Contract Sum" which shall equal the sum of the Preconstruction Fee, Early Work Amendments, the GMP Agreement, plus any Change Orders as applicable.
- 4.2 The GMP shall be determined in accordance with the formula set forth below and as described in 4.5. The "Cost of the Work" is defined in Article 5. Costs in excess of the GMP shall be paid by the GC/CM without reimbursement by Owner unless adjusted as provided herein. Changes to the GMP shall only be authorized by Amendment or Change Order and approved by the Owner. Any costs or expenses that cause the adjusted GMP approved by the Owner to be exceeded shall be the sole responsibility of and paid by the GC/CM without reimbursement by the Owner.
  - 4.2.1  $GMP = [GC/CM \text{ Fee} \times (Guaranteed \text{ Maximum Cost for Reimbursable expenses for General Conditions GMCR} + Estimated \text{ Cost of the Work (ECoW exclusive of the Contractor's Contingency))]] + GMCR + Estimated \text{ Cost of the Work (ECoW inclusive of the Contractor's Contingency)}$
  - 4.2.2 GC/CM Fee of \_\_\_\_% is calculated on the Estimated CoW (excluding GC/CM's Construction Contingency, or lump-sum Contingency as agreed between Owner and Contractor) + Guaranteed Maximum Cost for Reimbursable expenses for General Conditions GMCR.

- 4.2.3 The Contractor will not be due GC/CM Fee on the GC/CM's Construction Contingency.
- 4.3 Preconstruction Fee. If GC/CM's costs for provision of Preconstruction Phase Services as set forth in Exhibit A to the Preconstruction Phase Services Contract exceed the maximum Preconstruction Fee, GC/CM shall pay such additional cost without reimbursement by Owner. GC/CM shall not be entitled to any GC/CM Fee upon the Preconstruction Fee. If the total actual Preconstruction Fee is less than the maximum Preconstruction Fee, the GMP shall be reduced by the difference; provided that Owner may direct instead that any applied portion of the maximum Preconstruction Fee be applied to Construction Phase Services, in which case the GMP shall not be reduced by the portion so applied. Except to the extent the parties may expressly agree to the contrary in the GMP Agreement, no Preconstruction Fee or other fee, compensation or reimbursement shall be payable to GC/CM with respect to Preconstruction Phase Services performed after execution of the GMP Agreement.
- 4.4 Establishment of GC/CM Fee; Adjustments to GC/CM Fee.
- 4.4.1 The "GC/CM Fee" shall be a fixed percentage of the Estimated Cost of Work identified in the GMP Agreement, and shall be calculated as \_\_\_\_\_% of the Estimated Cost of the Work at the time of establishment of the GMP. In making such calculation, the Estimated Cost of the Work shall exclude the Preconstruction Fee, the GC/CM Fee itself, but shall include Allowances, selected alternates, Fixed Cost for GC Work, and GMCR's. The GC/CM Fee is inclusive of overhead and profit and all other indirect or non-reimbursable costs. Owner shall pay the GC/CM Fee ratably with each application for payment during the Construction Phase. In the case of Early Work, the GC/CM Fee shall be the above percentage multiplied by the actual Cost of the Early Work.
- 4.4.2 Notwithstanding any provision of the General Conditions of the Contract for Construction to the contrary, and unless the parties agree in writing to the contrary, any Amendment or Change Order that increases or decreases the GMP shall adjust the GC/CM Fee then in effect by multiplying the percentage shown in 4.4.1 by the change in the Estimated Cost of the Work reflected in such approved Amendment or Change Order. For any Amendment or Change Order that increases or decreases the GMP by more than 15%, parties may negotiate a variance to the contract Fee percentage. In addition, if the Contract is terminated for any reason prior to full completion of the Work (including, without limitation, termination during or following performance of Early Work), the GC/CM Fee shall be limited to the total GC/CM Fee multiplied by the percentage of Work completed and accepted at the time of termination. The GC/CM Fee percentage shall not be subject to adjustment for any other reason, including, without limitation, schedule extensions or adjustments, Project delays, unanticipated costs, negligence, or unforeseen conditions.

#### 4.5 Determination of GMP.

- 4.5.1 GC/CM shall deliver to Owner a proposed GMP and GMP Supporting Documents at a time designated by Owner during the Preconstruction Phase. If any actual subcontract Bids are available at the time the GMP is being established, GC/CM shall use those subcontract Bids as a basis in establishing the GMP.
- 4.5.2 As the Plans and Specifications may not be developed to the stage of biddable construction documents at the time the GMP proposal is prepared, the GC/CM shall provide in the GMP for further development of the Plans and Specifications by the Design Consultant that is consistent with the Contract Documents and reasonably identifiable and inferable therefrom. Such further development does not include such things as changes in scope, systems, quantities, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order or Amendment with a corresponding GMP adjustment, if any.
- 4.5.3 The GC/CM shall include with its GMP proposal a written statement of its basis (the "GMP Supporting Documents"), which shall include at a minimum:
  - 4.5.3.1 A list of the Plans and Specifications, including all addenda thereto and the conditions of the Contract, which were used in preparation of the GMP proposal.
  - 4.5.3.2 A list of Allowances and a statement of their basis.
  - 4.5.3.3 A list of the clarifications and assumptions made by the GC/CM in the preparation of the GMP proposal to supplement the information contained in the Plans and Specifications.
  - 4.5.3.4 The proposed GMP, including a statement of the estimated cost organized by trade categories, allowances, contingency, and other items and the associated fees that comprise the GMP.
  - 4.5.3.5 The Date of Substantial Completion upon which the proposed GMP is based, and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based.
- 4.5.4 The GC/CM shall meet with the Owner and Design Consultant to review the GMP proposal and the written statement of its basis. If the Owner or Design Consultant discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the GC/CM, who shall make appropriate adjustments to the GMP proposal, its basis or both.
- 4.5.5 Prior to the Owner's acceptance of the GC/CM's GMP proposal and issuance of a Notice to Proceed, the GC/CM shall not incur any cost to be reimbursed as part of the Cost of the Work, except as specifically provided in an Early Work Amendment.

- 4.5.6 The Owner shall authorize and cause the Design Consultant to revise the Plans and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the GMP Agreement. Such revised Plans and Specifications shall be furnished to the GC/CM in accordance with schedules agreed to by the Owner, Design Consultant and GC/CM. The GC/CM shall promptly notify the Design Consultant and Owner if such revised Plans and Specifications are inconsistent with the agreed-upon assumptions and clarifications.
- 4.5.7 The GMP shall include in the Cost of the Work only those taxes which are applicable to the Project and enacted at the time the GMP or Early Work is established.
- 4.5.8 The Guaranteed Maximum Price shall include the GC/CM's contingency, a sum established for the GC/CM's use, with Owner approval (which may be requested and given in writing by mail or by email), to cover costs which are reimbursable as Cost of the Work but which are not the basis for a Change Order. This contingency is not available for Owner-directed design or scope changes and unforeseen or differing site conditions. GC/CM Contingency costs will be reviewed monthly by the Owner for conformance with the Contract.
- 4.5.8.1 None of the following shall constitute a reimbursable Cost of the Work, or a compensable change order, or be paid for out of the GC/CM Contingency:
- 4.5.8.1.1 Means and methods or changes in means and methods;
  - 4.5.8.1.2 Extensions of time for weather delays;
  - 4.5.8.1.3 Extensions of time or delays for other than Owner-directed design or scope changes, unforeseen conditions, or differing site conditions;
  - 4.5.8.1.4 Damaged work or non-conforming work;
  - 4.5.8.1.5 Out-of-sequence work;
  - 4.5.8.1.6 Work or delays attributable to subcontractors and suppliers; or,
  - 4.5.8.1.7 Delays or costs resulting from GC/CM decisions, management of the project, errors, omissions, or negligence.
  - 4.5.8.1.8 Under no circumstances will any GC/CM Contingency be used for negligence or violations of law, building codes, or regulations.
- 4.5.8.2 All claims for use of GC/CM Contingency shall be submitted as a Change Request pursuant to Article 7. If the parties are unable to reach an agreement, GC/CM Contingency requests shall be subject to Sections 4.2 and 4.3 of the General Conditions of the Contract for Construction. The Owner may, at its sole discretion, approve use of the GC/CM Contingency on an individual event, case-by-case basis, without voiding or waiving the use of Sections 4.2 and 4.3 of the General Conditions of the Contract for Construction.
- 4.5.8.3 All claims for extension(s) of contract time shall be submitted as a Change Request pursuant to Article 7. If the parties are unable to reach an agreement, GC/CM time extension requests shall be subject to Section 4.2 of the General

## Conditions of the Contract for Construction.

- 4.5.8.4 As otherwise provided in the Contract Documents, the GC/CM shall be liable to the Owner for construction administration expenses, including but not limited to costs of the Design Consultant, as a result of time extensions or delays for other than Owner-directed design or scope changes, weather delays, unforeseen conditions, or differing site conditions.
- 4.5.9 The GC/CM shall work with the Design Consultant and Owner to identify and confirm components and systems not specifically shown but required for a complete, fully functional Project. Owner will direct the Design Consultant to complete the final Construction Documents in accordance with the Project scope agreed upon by all parties at the time the GMP is established. In so doing, Owner acknowledges that GC/CM is providing its services as a Contractor and not a design professional.
- 4.5.10 Notwithstanding the level of detail represented in the GMP Supporting Documents, the GC/CM shall represent and warrant, at the time that it submits the GMP that the GMP includes the entire cost of all components and systems required for a complete, fully functional facilities in accordance with the Project scope agreed upon by all parties at the time the GMP is established.
- 4.5.11 In developing the GMP, the GC/CM shall include and identify such allowances and clarifications within the GMP as may be necessary to pay for elements that are required for a complete, fully functional Project.
- 4.6 Cancellation of Construction Phase Services. The Owner reserves the sole right at any time, with or without cause, to terminate or cancel any or all pre-construction services and/or not pursue a GMP Agreement/Contract with the GC/CM.
- 4.7 Failure to Furnish an Acceptable GMP. If the GC/CM does not furnish a GMP acceptable to Owner within Owner's target GMP range, or if Owner determines at any time in its sole discretion that the parties may fail to reach a timely agreement on a GMP acceptable to Owner, Owner may terminate this Contract without liability, and the GC/CM shall not receive additional compensation beyond the Preconstruction Fee under this Contract and sums due under any executed Early Work Amendment. Termination under this provision shall proceed under Article 14 of the General Conditions of the Contract for Construction as a termination for Owner's convenience. GC/CM further agrees that Owner shall not be liable for any damages whether actual, consequential or otherwise, for termination of the Contract under this provision.
- 4.8 Acceptance of GMP. Upon acceptance of the GMP by Owner, the parties shall execute this GMP Agreement/Contract.
- 4.9 Owner Savings:
- 4.9.1 If the remainder of the GC/CM Construction Contingency is less than the amount



established in the GMP, the total savings shall accrue to the Owner.

4.9.2 If the actual and final cost of work, excluding contingencies, is less than the GMP, the total savings shall accrue to the Owner.

#### 4.10 Allowance Work.

4.10.1 GC/CM shall not perform any Allowance Work without prior written approval by Owner for the Allowance Work and the price thereof.

4.10.2 Owner shall be entitled to apply any Allowance line items that have not been fully expended to other line item Allowances that have been fully expended, without any resulting increase in the GMP.

4.10.3 If the total Cost of the Allowance Work exceeds the total Allowances within the GMP, GC/CM shall not perform any Allowance Work in excess of such amount until either (i) the parties agree that the additional Allowance work will be performed within the then-current GMP or (ii) a GMP Agreement or Change Order is executed to increase the GMP by the excess cost of the Allowance work.

4.10.4 The Contract Sum shall not include any Allowance items not identified in the GMP Agreement or the GMP Supporting Documents.

4.10.5 If at the Final Completion of the Project, any portion of the Allowance funds remains unexpended, the GMP shall be reduced by a corresponding amount via a Change Order or Amendment.

4.11 Reallocating Projected Cost Under-runs after Bid Buyout. As soon as possible after the awarding of the Work to the primary Subcontractors, GC/CM shall review projected costs and provide the Owner with a buy-out status report showing any projected cost under-runs, reconciling accepted Bids and other reasonably anticipated costs, to the cost estimate used by GC/CM to establish the GMP. This report shall be updated on a monthly basis and until such time that the buyout is complete. GC/CM shall include with its report any underlying documentation requested by Owner used to develop or support such report. GC/CM shall also consider the reduced risk associated with known subcontracting costs, and the impact that reduced risk has on the amount of the GC/CM's Contingency. The parties shall negotiate in good faith to execute a Change Order transferring an appropriate portion of any projected cost under-runs to an Owner-controlled contingency fund, separate from the GC/CM Construction Contingency, to be held within the GMP to pay for additional costs arising from (a) any Owner-directed or approved change to the Work, (b) schedule changes that would otherwise entitle GC/CM to an increase in the GMP, (c) Allowance items after exhaustion of all Allowances, (d) selection by Owner of more expensive alternates than those used for calculation of the GMP, (e) Owner selection of substitutions that increase the Cost of the Work, or (f) any other costs which otherwise would entitle GC/CM to an increase in the GMP. Transfer of an appropriate portion of the under-runs to an Owner-controlled contingency shall occur no earlier than 80% buy-out

completion unless agreed to by both parties.

- 4.12 Notice to Proceed. If Construction Phase Services are commenced under the Contract, then a notice to proceed will be issued by the Owner to begin the designated or full Construction Phase Services ("Notice to Proceed"). It is anticipated that the Notice to Proceed will be issued on or about \_\_\_\_\_, 20\_\_\_\_ with the actual date to be provided in the GMP Agreement/Contract. A separate Notice to Proceed shall be issued for each Early Work Amendment, if any.
- 4.13 Completion of Project. The GC/CM shall achieve Substantial Completion of the entire Work not later than the date fixed in the Guaranteed Maximum Price Agreement.
- 4.14 Time is of the Essence. All time limits stated in the Contract Documents are of the essence.
- 4.15 Time Extensions. Notwithstanding provisions for Contract time extensions, Owner and GC/CM agree that timely completion of the Work is essential to the success of the Project, and that approval for time extension shall be granted only as a last resort.
- 4.15.1 GC/CM agrees to make reasonable effort to recover time from delays that are the GC/CM's responsibility and shall not consider this as a compensable, Owner-directed, or forced acceleration.
- 4.15.1.1 In the event the Owner determines the GC/CM's resources are inadequate to meet the approved construction schedule, the Owner may order the GC/CM to accelerate its performance to give reasonable assurances of timely completion and quality results. Acceleration under this section shall not be deemed a Change Order as provided by the Contract Documents and the GC/CM shall receive no equitable adjustment for such acceleration. Nothing in this section shall be interpreted to relieve the GC/CM of its duties and responsibilities to plan for and complete the work in a timely manner according to the construction schedule.
- 4.15.2 If a compensable time extension is granted by the Owner, the GC/CM shall be limited to \$(to be defined in the GMP Agreement) per day extended overhead (office and field).
- 4.16 Liquidated Damages. The GC/CM acknowledges that the Owner will sustain damages as a result of the GC/CM's failure to substantially complete the Project in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the Project, engineering costs to complete the Project, and costs associated with Contract administration and use of temporary facilities. The GC/CM and the Owner acknowledge that the actual amount of damages would be difficult to determine accurately and agree that that the following liquidated damages figure represents a reasonable estimate of such damages and is not a penalty:
- 4.16.1 The GC/CM agrees to pay to the Owner the liquidated damage sums set forth in

the General Conditions for each day of delay or any fraction thereof and further agrees that Owner may deduct such sums from payments the Owner otherwise owes to GC/CM under the Contract. If such deduction does not result in payment to Owner of the assessed liquidated damages in full, GC/CM shall promptly pay any and all remaining sums due to the Owner upon demand.

5. **ARTICLE 5 – COSTS OF THE WORK (REIMBURSABLE. INCLUDED IN THE GMP)**

5.1 Cost of the Work. The term "Cost of the Work" shall mean the costs as described herein. The Cost of the Work shall include only those items necessarily and reasonably incurred by GC/CM in the proper performance of the Work and specifically identified in this Article, and only to the extent that they are directly related to the Project.

5.1.1 Labor Costs.

5.1.1.1 Wages paid for all labor and construction workers directly employed by the GC/CM in performance of the work.

5.1.1.2 Wages and salaries of the GC/CM's supervisory personnel (i) whether stationed at the site or district office, but only for that portion of time they are providing services related to the Project, or (ii) engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work with Owner, or otherwise engaged and off the site when specifically related to the Project, in each case under this clause (iii) only with Owner's prior written approval, and only for that portion of their time directly required for the Work.

5.1.1.3 Cost of all benefits, taxes, insurance, contributions, assessments and benefits required by law or collective bargaining contracts and, for personnel not covered by such contracts, customary benefits such as Social Security, Medicare/Medicaid, sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work.

5.1.2 Subcontract Costs. GC/CM's actual payment to Subcontractors pursuant to GC/CM's contract with such Subcontractor for the Work on the Project. No amount paid by or payable to any such Subcontractor other than the fixed or cost reimbursement price of its subcontract shall be included in the Cost of the Work, unless otherwise approved in writing by Owner.

5.1.3 Costs of Materials, Supplies, and Equipment incorporated in the Work.

5.1.3.1 Costs, including transportation, of materials, supplies, and equipment incorporated or to be incorporated in the completed Work.

5.1.3.2 Costs for storage on or off site (including applicable insurance), inspection, and testing of materials, supplies and equipment unless specifically noted to be paid

by the Owner.

5.1.3.3 Costs of materials in excess of those actually installed, but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be delivered to Owner at the completion of the Work or, at Owner's option, shall be sold by the GC/CM. Net amounts realized, if any, from such sales shall be credited to Owner as a deduction from the Cost of the Work.

5.1.4 Costs of Miscellaneous Equipment and Other Items; Equipment Rental Charges.

5.1.4.1 Costs, including transportation, installation, maintenance, dismantling, removal, and disposal, of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the GC/CM in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the GC/CM; provided that Owner at Owner's option may require that GC/CM deliver to Owner (at no charge) at the end of the Project any of such items procured for this Project. Cost for items previously used by the GC/CM shall mean fair market value. GC/CM shall charge no additional administrative or other mark-up for purchased items.

5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by the GC/CM at the site, whether rented from the GC/CM or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be according to industry standards, shall not exceed the standard rate paid at the place of the project, and shall not exceed acquisition costs, and for individual items exceeding \$10,000, will be subject to Owner's prior approval. GC/CM shall deliver to Owner a list of published rates from time to time at Owner's request. For all items rented or leased, the GC/CM shall charge Owner only the rental charge incurred by GC/CM with no additional administrative or other mark-up. GC/CM shall make efforts and use its best skills and judgment to procure equipment in the most expeditious and economical manner consistent with the interest of the Owner. Efforts shall include, but not be limited to, providing Owner with a rent/buy analysis so that Owner may elect for GC/CM to procure the item in lieu of rental if the facility at issue is expected to be rented for six months or longer. Such rent/buy analysis shall include, where available, a leasing rate commensurate with the expected term of rental of the facility at issue.

5.1.5 Costs of removal of debris from the site.

5.1.6 Cost of internet connection, long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office, computers and other supporting administrative equipment and furnishings, but only to the extent such costs are for the benefit of

the Work.

5.1.7 That portion of the travel and subsistence expenses of the GC/CM's personnel determined by Owner to be reasonable and necessary incurred while traveling in discharge of duties connected with the Work. Main office staff travel shall not be reimbursed unless approved in advance by Owner.

5.1.8 Other Costs.

5.1.8.1 Premiums and deductibles for insurance directly attributable to this Contract.

5.1.8.2 Payment and Performance bonds directly attributable to this Contract.

5.1.8.3 Applicable sales, use or similar excise taxes imposed by a governmental authority which are directly related to the Work and for which the GC/CM is liable.

5.1.8.4 Fees and assessments for the trade permits and for other permits, licenses and inspections for which the GC/CM is required by the Contract Documents to pay. Plan review fees, assessments, and impact fees are the responsibility of the Owner.

5.1.8.5 GC/CM deposits lost for causes other than the GC/CM's fault or negligence.

5.1.8.6 Costs of drawings, Specifications and other documents required to complete the Work, except as provided by Owner or Design Consultant.

5.1.8.7 Losses, expenses, or damages during construction and warranty that did not arise from the negligence or wrongful conduct of the GC/CM or its subcontractors.

5.1.8.8 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by Owner.

5.1.9 Repairs to Damaged, Defective or Nonconforming Work. The Cost of the Work shall also include costs which are incurred by the GC/CM in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property not arising from the actions of the GC/CM.

5.2 The Guaranteed Maximum Cost for Reimbursable expenses for General Conditions Work (GMCR). GC/CM shall be paid a maximum sum as agreed in the GMP Agreement, as payment for the GC Work, including all labor, materials, and direct and indirect costs thereof. To the extent any GC Work is otherwise described above in this Article, GC/CM's compensation for the same is included in the Cost for GC Work and shall not otherwise be charged as Cost of the Work. The Cost for GC Work, less 5% retainage thereon, shall be paid in equal installments monthly over the number of months of the scheduled Construction Phase, commencing with the first progress

billing after commencement of the scheduled Construction Phase. However, no adjustment in the amount payable for General Conditions Work will be made if the actual construction period is shorter or longer than the number of months scheduled for the Construction Phase, unless the construction period is extended because of an Owner delay or due to unforeseeable conditions as authorized by the Owner.

5.3 GC/CM Overhead. GC/CM shall be paid in accordance with these Conditions for items including home office overhead, supervisory labor burden, travel, per-diems and is part of the GC/CM Fee.

**6. ARTICLE 6 – COSTS OF THE WORK (NOT REIMBURSABLE, INCLUDED IN THE GMP)**

6.1 Costs Excluded from Cost of Work. The following shall not be included in the Cost of the Work:

- 6.1.1 Salaries and other compensation of the GC/CM's personnel stationed at the GC/CM's principal office or offices other than the site office except as allowed under Articles 5.
- 6.1.2 Expenses of the GC/CM's principal office and offices other than the site office.
- 6.1.3 Any overhead and general expenses, except as may be expressly included in Article 5.
- 6.1.4 GC/CM's capital expenses, including interest on the GC/CM's capital, employed for the Work.
- 6.1.5 Rental cost of machinery and equipment, except as provided in Article 5.
- 6.1.6 Any cost associated with the Project not specifically and expressly described in Article 5 or not included in within the Project Cost Matrix.
- 6.1.7 Costs due to the fault or negligence of the GC/CM, Subcontractors, suppliers, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable.
- 6.1.8 The cost of correction of any repair work, nonconforming or defective work, or warranty work in excess of the GMP.
- 6.1.9 Merit, safety, or other incentive payments, bonuses or awards, or any expenses in connection therewith.
- 6.1.10 Legal, mediation, or arbitration fees, costs, and expenses except as specifically provided in the Contract Documents.
- 6.1.11 Fines and penalties.

6.1.12 Except for Early Work, the cost of Preconstruction Phase Services.

6.1.13 The Cost of the Work for GC Work in excess of the Fixed Cost for GC Work unless such fixed costs are exceeded by other terms included in this Agreement.

6.1.14 Any costs in excess of the GMP.

## **7. ARTICLE 7 – CHANGES IN THE WORK**

7.1 Price Adjustments. Adjustments to the Guaranteed Maximum Price required by changes in the Work shall be determined by any of the methods listed in the General Conditions of the Contract for Construction, except that, unless the adjustment is based upon fixed pricing or unit pricing:

7.1.1 The overhead and profit markup for the GC/CM shall be limited to the GC/CM Fee adjustment except for self-performed packages that GC/CM is awarded on a competitive basis consistent with other Subcontract bid packages which may include overhead and profit associated with the self-performed work;

7.1.2 The increase or decrease in the Estimated Cost of the Work, other than for subcontract work, shall be calculated pursuant to Articles 5 and 6 above, instead of being based on GC/CM's direct costs as defined in the General Conditions of the Contract for Construction; and,

7.1.3 In calculating adjustments to subcontracts, unless the parties agree otherwise, the change shall be limited to the Subcontractor's Direct Costs plus the supplemental mark-up provided in the General Conditions of the Contract for Construction, and shall not be modified by Articles 5 and 6 above.

7.2 Adjustments to GMP. Adjustments to the GMP after execution of the GMP Agreement may be made only (i) in the event of Scope Changes or (ii) as otherwise expressly provided in this Contract, and then only in accordance with the following procedure:

7.2.1 GC/CM shall review subsequent iterations of the Plans and Specifications as they are prepared to determine whether, in the opinion of GC/CM, they result in a Scope Change so that it can be determined if an adjustment to the GMP is warranted.

7.2.2 Changes to the GMP shall be initiated by written notice by one party to the other. GC/CM shall deliver any such GMP Change Request to Design Consultant and Owner's Authorized Representative within thirty (30) days after event of any Scope Change if, in GC/CM's opinion, it constitutes grounds for adjustment of the GMP. Any GMP Change Request shall include a proposal as to the appropriate GMP adjustment with respect to the Scope Change at issue.

7.2.3 GC/CM shall submit its GMP Change Requests as soon as possible, and GC/CM shall not be entitled to claim a GMP increase unless GC/CM submitted a GMP Change Request to Owner's Authorized Representative and to Design Consultant

- within the earlier of (a) thirty (30) days after GC/CM has received the information constituting the basis for the claim, or (b) as to Work already solicited, prior to commencement of the portion of the Work for which GC/CM intends to claim a Scope Change; and (c) in any event, prior to GC/CM's signing of a Change Order for the Scope Change.
- 7.2.4 Owner may, at any time, submit a GMP Change Request requesting a reduction of the GMP, which shall include Owner's basis for such request, which may include, for example, reduction of the GC/CM's Contingency after further development of the Plans and Specifications that form the basis for the original GMP Agreement, and/or unused Allowances.
- 7.2.5 GC/CM shall work with Design Consultant to reconcile all differences in its GMP Change Request with Design Consultant within seven (7) days from the date of submission of the GMP Change Request. "Reconciled" means that the GC/CM and Design Consultant have verified that their assumptions about the various categories are the same, and that identifies the reason for differences in the GMP Change Request and the Design Consultant's position. GC/CM shall submit the Reconciled GMP Change Request to Owner, which submission shall be a condition to any GC/CM claim for a GMP increase.
- 7.2.6 If the Reconciled GMP Change Request is not acceptable to Owner, GC/CM agrees to work with the Owner and the Design Consultant to provide a GMP Change Request that is acceptable to Owner.
- 7.2.7 GC/CM agrees to make all records, calculations, drawings and similar items relating to GMP Change Request available to Owner and to allow Design Consultant and Owner access and opportunity to view such documents at GC/CM's offices. Upon Owner's reasonable notice, GC/CM shall deliver two copies of such documents to Owner and Design Consultant at any regular meeting or at the Site.
- 7.2.8 GMP increases, if any, shall not exceed the increased Cost of the Work arising from the Scope Change (whether based on agreed fixed pricing, or the estimated Cost of the Work increase based on cost- reimbursable pricing), reconciled in accordance with the above provisions, as arising from the incident justifying the GMP increase, plus or minus the GC/CM Fee applicable to such change in the Cost of the Work.
- 7.2.9 Except as provided in this Section 7.2, adjustments to the GMP shall be reconciled in accordance with the General Conditions of the Contract for Construction.
- 7.2.10 Execution by Owner. Only the Owner's Authorized Representative has authority to execute Change Orders or Amendments on behalf of Owner. No Change Order shall be effective until executed by the Owner.



## **8. ARTICLE 8 – SUBCONTRACTS AND OTHER CONTRACTS**

### 8.1 General Subcontracting Requirements.

8.1.1 Other than Work performed by the GC/CM, the GC/CM shall subcontract the Work to Subcontractors other than the GC/CM and its Affiliates.

8.1.2 The GC/CM shall comply with the laws of the State of Montana and the City of Great Falls with regard to the procurement of subcontractors and suppliers.

### 8.2 GC/CM's Obligations under Subcontracts.

8.2.1 No use of a Subcontractor or supplier shall relieve the GC/CM of any of its obligations or liabilities under the Contract. Except as may expressly otherwise be provided in this Contract, the GC/CM shall be fully responsible and liable for the acts or omissions of all Subcontractors and suppliers including persons directly or indirectly employed by them. The GC/CM shall have sole responsibility for managing and coordinating the operations of its Subcontractors and suppliers, including the settlement of disputes with or between the GC/CM and any such Subcontractor or supplier.

8.2.2 The GC/CM shall include in each subcontract and require each Subcontractor to include in any lower tier subcontract, any provisions necessary to make all of the provisions of the Contract Documents, including the General Conditions and GC/CM's project schedule, fully effective as applied to Subcontractors. GC/CM shall indemnify Owner for any additional cost based on a subcontractor claim which results from the failure of GC/CM to incorporate the provisions of this Contract in each subcontract. The GC/CM shall provide all necessary Plans, Specifications, Hazardous Materials reports and instructions to its suppliers and Subcontractors to enable them to properly perform their work.

8.2.3 Retainage from Subcontractors. Except with the Owner's prior approval, payments to Subcontractors shall be subject to retainage of no more than 5%. The Owner and the GC/CM shall agree upon a mutually acceptable procedure for review and approval of payments and retainage for Subcontractors.

### 8.3 Subcontractor Selection.

8.3.1 Unless otherwise provided in the Request for Proposals, this Article, and the direction of the Owner, the selection of all Subcontractors and suppliers shall be made by competitive bids in a manner that will not encourage favoritism, bias, or substantially diminish competition.

8.3.2 GC/CM shall submit to the Owner its proposed procurement documents for review and comment before they are issued for solicitation. GC/CM shall consider and respond to all Owner comments regarding any proposed bid packages. As bids are received, GC/CM shall submit to the Owner a bid comparison in a mutually agreeable form together with any supplemental records requested by Owner. The

competitive process used to award subcontracts by the GC/CM may be monitored by the Owner; provided that such monitoring shall not excuse GC/CM from compliance with the subcontracting requirements of this Contract. GC/CM shall cooperate in all respects with Owner's monitoring. The Owner shall be advised in advance of and be given the opportunity to be present at bid openings, and GC/CM shall provide Owner a summary or abstract of all Bids in a form acceptable to the Owner, and copies of particular bids if requested, prior to GC/CM's selection of Bidders. Prior to opening bids, the GC/CM agrees to disclose in writing to Owner any financial interest it has in any such Subcontractor, supplier or other contracting party whenever such Subcontractor, supplier or contracting party intends to compete on any Project work, directly or indirectly, including whether such party is an Affiliate of GC/CM. GC/CM shall also disclose to Owner seven (7) days in advance if they will be providing a bid as a self-performed scope of work.

8.3.3 The following minimum requirements apply to the Subcontract solicitation process:

8.3.3.1 For procurements with an estimated value of more than \$80,000, solicitations will be advertised by bids as required by MCA § 7-5-4302. The GC/CM shall obtain two written quotes or may advertise for bids for procurements over five thousand dollars (\$5,000.00) up to eighty thousand dollars (\$80,000.00).

8.3.3.2 All bid openings for Subcontracted and Self-Performed Work shall be open and available to the public, the Owner, and the Design Consultant, regardless of the bid opening location. GC/CM may propose an alternate delivery method to the Owner for Owner's review and approval. Any bids for construction work by the GC/CM to self-perform work must be reviewed by the Owner, and the selection shall be made by the Owner.

8.3.3.3 Unless a prior arrangement has been made with Owner, all bids will be written (hardcopy, email, or facsimile), and submitted to a specific location at a specific time. GC/CM shall time-stamp all bids as received. Subcontractors must be registered and in compliance with all laws of the State of Montana to be qualified to perform Work on this Project.

8.3.3.4 If fewer than three (3) bids for a scope of work are submitted in response to any solicitation (inclusive of any bid submitted by GC/CM), prior written approval by Owner shall be required before awarding a subcontract for said scope of work. Field Work and/or Subcontracting/Self-Performed Work by the GC/CM shall be competitively bid, with solicitations advertised per MCA § 7-5-4302, and subject to the same Owner review and oversight as all other competitively bid subcontractor scopes of work.

8.3.3.5 GC/CM may develop and implement a prequalification process for particular solicitations, followed by selection of successful bids among those bidders that GC/CM determines meet the prequalification standards, with Owner's prior approval of such prequalification process. The Owner may also require the

GC/CM prequalify subcontracted services wherein specialized experience and expertise are considered critical to project success. Construction Phase activities expected to be prequalified include:

- a) Horizontal Directional Drilling (HDD) & Fusible HDPE Forcemain Installation
- b) TBD

8.3.3.6 GC/CM shall comply, and require Subcontractor compliance with, State of Montana Department of Labor & Industry prevailing wage rates as specified in the RFQ/RFP.

8.3.3.7 Owner may at its sole discretion, require GC/CM to re-solicit for Bids based on the same or modified documents. If GC/CM does receive a responsive and responsible bid within the initial solicitation, Owner shall be responsible for all cost and schedule overruns due to Owner directed re-solicitation except where cause of re-solicitation is the fault of the GC/CM.

8.3.3.8 GC/CM shall review all Bids and shall work with Bidders to clarify Bids, reduce exclusions, verify scope and quantities, and seek to minimize work subsequently awarded via the Change Order. process.

8.3.3.9 The GC/CM will document any and all discussions, questions and answers, modifications and responses to or from any Bidder and ensure that the same are distributed to all Bidders, and Owner shall be entitled to inspect such documentation on request.

8.3.3.10 GC/CM shall determine the apparent low responsive and responsible Bid for each solicitation that meets GC/CM's reasonable performance standards and subcontracting requirements for the components of the Work at issue. In evaluating the responsiveness of bid proposals, the GC/CM, in addition to bid price, may consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the Work to be performed, and performance schedule to complete the Work. If GC/CM determines it is unable to execute a suitable subcontract with the apparent low responsive and responsible Bidder, GC/CM may, with Owner's prior approval, execute a subcontract with the second-lowest responsive and responsible Bidder. This section does not preclude the award of a sub-contract to any Bidder selected as part of a pre-qualification process.

8.3.4 With authorization by Owner, Work may be subcontracted on other than a competitive bidding process, including without limitation, through competitive negotiation. As a condition to its authorization, Owner may require GC/CM's agreement to establish and implement qualification and performance criteria for Bidders, including a scoring system within requests for proposals. Examples include: where there are single fabricators of materials; special packaging

requirements for Subcontractor work; design-build work or, where an alternative contracting method can be demonstrated to clearly benefit Owner.

8.3.5 GC/CM shall notify Owner in writing in advance before award of any proposed Subcontract, which notice shall include summaries in a form acceptable to Owner of all Bids received for the Subcontract at issue. Owner reserves the right to disapprove any proposed Subcontractors, suppliers and Subcontract or supply contract awards, based on legal standards of responsibility. Owner shall not unreasonably disapprove any proposed Subcontractor or supplier and increased costs due to Owner's disapproval shall be cause for an increase in the GMP.

8.3.6 GC/CM's subcontracting records shall not be considered public records; provided, however, that Owner and other agencies of the State shall retain the right to audit and monitor the subcontracting process in order to protect the Owner's interests.

#### 8.4 GC/CM Field Work, Subcontracted/Self-Performed Work by GC/CM.

8.4.1 With prior written notice to the Owner, the GC/CM or its Affiliate may bid and compete for Field Work and/or Subcontracted/Self-Performed Work with its own forces. All field work and/or subcontracting/self-performed work by the GC/CM shall be competitively bid as provided in Article 8.

8.4.2 Except as provided in Article 8, any other portion of the Work proposed to be field work and/or subcontracted/self-performed by the GC/CM, including without limitation provision of any materials, equipment, or supplies, shall be subject to the provisions of Article 8.

8.4.3 Any GC/CM competing Bid shall be forwarded to the Owner prior to the bid opening. All Bids for this work shall be publicly available by GC/CM at an announced time, date, and place as all other bids. GC/CM may propose an alternate delivery method to the Owner for Owner's review and approval.

8.4.4 For all field work and/or subcontracted/self-performed work, the GC/CM shall at a minimum provide separate subcontract accounting as if it were any other separate subcontracting entity, unless prior written approval is granted by the Owner.

8.5 Protests. GC/CM shall resolve any subcontractor/supplier bid withdrawal, protest, or disqualification in connection with the award. GC/CM shall indemnify, defend, protect and hold harmless Owner and Design Consultant from and against any such procurement protests and resulting claims or litigation unless protest exists in whole or in part by the Owner's actions, directions, or negligence, who shall then share its proportionate responsibility for claims or litigation.

### **9. ARTICLE 9 – RECORDS, ACCOUNTING, AUDITING**

9.1 Accounting and Audit Access. The GC/CM shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to Owner.

Owner and Owner's representatives, including the City of Great Falls' accountants and auditors, shall be afforded reasonable and regular access to the GC/CM's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Contract, and the GC/CM shall preserve these for a period of ten (10) years after final payment, or for such longer period as may be required by law.

- 9.2 Periodic and Final Audits. Owner may, at its discretion, perform periodic audits of the Cost of the Work and any other reimbursable costs associated with the Project. Owner intends to conduct a final audit of reimbursable costs prior to the Contract closeout. The GC/CM shall cooperate fully with Owner in the performance of such audits. Disputes over audit findings or conclusions shall be subject to the process set forth in the General Conditions.

## 10. **ARTICLE 10 – REPRESENTATIONS AND WARRANTIES**

- 10.1 Representations. GC/CM represents and warrants to Owner as of the effective date of this Contract:
- 10.1.1 it is qualified to do business as a licensed general contractor under the laws of the State of Montana, and has all requisite corporate power and corporate authority to carry on its business as now being conducted;
  - 10.1.2 it has full corporate power and corporate authority to enter into and perform the Contract and to consummate the transactions contemplated hereby; GC/CM has duly and validly executed and delivered the Contract to Owner and that the Contract constitutes the legal, valid and binding obligation of GC/CM, enforceable against GC/CM in accordance with its terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law);
  - 10.1.3 GC/CM's execution and delivery of the Contract and the consummation of the transactions contemplated hereby will not conflict with or result in a material breach of any terms or provisions of, or constitute a material default under, (i) GC/CM's Articles of Incorporation or Bylaws; (ii) any note, bond, mortgage, indenture, license, lease, contract, commitment, agreement or other instrument or obligation to which GC/CM is a party or by which GC/CM may be bound; or (iii) any statute, order, writ, injunction, decree, rule or regulation applicable to GC/CM;
  - 10.1.4 no material consent, approval, authorization, declaration or other order of, or registration or filing with, any court or regulatory authority or any third person is required for the valid execution, delivery and performance of the Contract by GC/CM or its consummation of the transactions contemplated hereby; and
  - 10.1.5 there is no action, proceeding, suit, investigation or inquiry pending that questions

the validity of the Contract or that would prevent or hinder the consummation of the transactions contemplated hereby.

## **11. ARTICLE 11 – MISCELLANEOUS**

- 11.1 Headings. The headings used in the Contract are solely for convenience of reference, are not part of the Contract and are not to be considered in construing or interpreting the Contract.
- 11.2 Merger. The Contract Documents constitute the entire contract between the parties. No waiver, consent, modification or change of terms of the Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding the Contract. GC/CM, by signature of its representative, hereby acknowledges that it has read the Contract, understands it and agrees to be bound by its terms and conditions.
- 11.3 Independent Contractor. The parties agree and acknowledge that GC/CM shall render all services under the Contract Documents as an independent contractor and not as the agent, representative, subcontractor, or employee of the Owner. The parties further agree that all individuals and companies retained by the GC/CM at all times will be considered the agents, employees, or independent contractors of the GC/CM and at no time will they be the employees, agents, or representatives of the Owner. The GC/CM is not authorized to represent the Owner or otherwise bind the Owner in any dealings between GC/CM and any third parties.
- 11.4 Progress Payments.
- 11.4.1 Progress Payments. Based upon applications for payment submitted pursuant to the General Conditions, Owner shall make progress payments on account of the Preconstruction Fee, Cost of the Work, General Conditions, and GC/CM Fee, less 5% retainage, to the GC/CM as provided below and elsewhere in the Contract Documents. Retainage will not be withheld on Preconstruction Services. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein.
- 11.4.2 Percentage of Completion. Applications for payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the application for payment. The percentage of completion shall be the lesser of (i) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the GC/CM on account of that portion of the Work for which the GC/CM has made or intends to make actual payment prior to the next application for payment by (b) the share of the GMP allocated to that portion of the Work in the Schedule of Values.

11.4.3 Calculation of Payment. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 11.4.3.1 Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work under the Schedule of Values by the share of the GMP allocated to that portion of the Work in the Schedule of Values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included;
- 11.4.3.2 Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored and otherwise in compliance with the General Conditions;
- 11.4.3.3 Add the GC/CM Fee. The portion of the GC/CM Fee payable shall be an amount that bears the same ratio to GC/CM Fee as the sum of the amounts in the two preceding Clauses bears to the Cost of the Work, but in no event causing the total GC/CM Fee payments to exceed the total GC/CM Fee, except as modified by the Amendments and Change Orders;
- 11.4.3.4 Subtract the aggregate of previous payments made by and retained by the Owner;
- 11.4.3.5 Subtract the shortfall, if any, indicated by the documentation required to substantiate prior applications for payment, or resulting from errors subsequently discovered by the Owner in such documentation;
- 11.4.3.6 Subtract any amounts for which the Owner has withheld or nullified payment as provided in the Contract Documents; and,
- 11.4.3.7 Subtract 5% retainage on the entire progress payment (with the exception of Pre- Construction Services).

## **12. ARTICLE 12 – REPRESENTATIVES**

- 12.1 Owner's Representative. The Owner's Representative shall be \_\_\_\_\_ with \_\_\_\_\_ or such other individual as the Owner shall designate in writing. Whenever approval or authorization from or communication or submission to the Owner is required by the Contract Documents, such communication or submission shall be directed to the Owner's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when the Owner's Representative is not available, the GC/CM may direct its communication or submission to other designated Owner personnel or agents and may receive approvals or authorization from such persons.
- 12.2 GC/CM Representative. The GC/CM's Representative for the purpose of this Agreement shall be GC/CM's Project Manager and Superintendent (if assigned by

GC/CM). GC/CM's Representatives are duly appointed representatives and each has the authority to bind the GC/CM to any and all duties, obligations and liabilities under the Contract Documents and any Amendments or Change Orders thereto. Whenever direction to or communication with the GC/CM is required by the Contract Documents, such direction or communication shall be directed to the GC/CM's Representatives; provided, however, that in exigent circumstances when GC/CM's Representatives are both not available, the Owner may direct its direction or communication to other designated GC/CM personnel or agents.

**13. ARTICLE 13 – CONTRACT ATTACHMENTS, APPENDICES, EXHIBITS**

GC/CM Request for Qualifications and Proposal and Responses thereto

Guaranteed Maximum Price Agreement

Conditions of the Contract (General, Supplementary and other Conditions),

Drawings, Specifications, Addenda issued prior to execution of the Contract

Prevailing Wage Rates

Project Manual

Certificates of Insurance

Payment and Performance Bonds



CITY OF GREAT FALLS, MONTANA

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

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

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

Print Name: Gregory T. Doyon

Print Name: \_\_\_\_\_

Print Title: City Manager

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Lisa Kunz, City Clerk

(SEAL OF THE CITY)

\* APPROVED AS TO FORM:

By: \_\_\_\_\_  
David G. Dennis, City Attorney\*

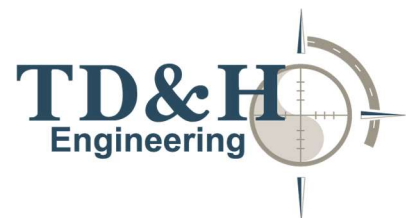
\* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

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# ATTACHMENT G

## Sample General Conditions of the Construction Contract

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# GENERAL CONDITIONS OF THE CONTRACT

## SEWAGE LIFT STATION NO. 1 & SUPPLEMENTAL FORCEMAIN IMPROVEMENTS (OF 1758.1)

### 1. ARTICLE 1 – GENERAL PROVISIONS

#### 1.1. BASIC DEFINITIONS

1.1.1. **CONTRACT DOCUMENTS.** The Contract Documents consist of the Contract between Owner and Contractor (hereinafter the “Contract”), Preconstruction Phase Services Contract, Conditions of the Contract (General, Supplementary and other Conditions), Project Manual, Drawings, Specifications, Addenda issued prior to execution of the Contract, Contractor’s certificates of insurance, payment and performance bonds, other documents listed in the Contract Documents and Modifications issued after execution of the Contract. A Modification is: (a) a written amendment to the Contract signed by both parties; (b) a Change Order; (c) a Construction Change Directive; or, (d) a written order for a minor change in the Work issued by the Owner. The Contract Documents shall include the bidding/procurement documents and any alterations made thereto by addenda. In the event of a conflict, discrepancy, contradiction, or inconsistency within the Contract Documents and for the resolution of same, the following order of hierarchy and control shall apply and prevail:

- 1) Addenda; 2) Contract;; 3) Preconstruction Phase Services Contract; 4) Project Manual; 5) General Conditions of the Contract for Construction; 6) Specifications; 7) Drawings

1.1.1.1. If a conflict, discrepancy, contradiction, or inconsistency occurs within or between the Specifications and the Drawings, resolution shall be controlled by the following:

- 1.1.1.1.1. As between figures, dimensions, or numbers given on drawings and any scaled measurements, the figures, dimensions, or numbers shall govern;
- 1.1.1.1.2. As between large scale drawings and small scale drawings, the larger scale drawings shall govern;
- 1.1.1.1.3. As between the technical specifications and drawings; the technical specifications shall govern.
- 1.1.1.1.4. Shop Drawings and Submittals: Shop drawings and other submittals from the Contractor, subcontractors, or suppliers do not constitute a part of the Contract Documents.

1.1.1.2. The Contractor acknowledges, understands and agrees that the Contract Documents cannot be changed except as provided herein by the terms of the Contract. No act(s), action(s), omission(s), or course of dealing(s) by the Owner with the Contractor shall alter the requirements of the Contract Documents and that alteration can be accomplished only through a written Modification process defined herein. Should the Contractor find discrepancies, omissions or conflicts within the Contract Documents, or be in doubt as to their meaning, the Contractor shall notify in writing the Owner as soon as reasonably possible, and the Owner issue a written addendum to all parties that is consistent with the Owner’s Scope of the Work.

1.1.2. **THE DRAWINGS.** The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, intent, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.3. **THE SPECIFICATIONS.** The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the

Work, and performance of related services.

- 1.1.4. **THE CONTRACT.** The entire Contract for Construction is formed by the Contract Documents. The Contract Documents represent the entire, complete, and integrated agreement between the Owner and Contractor hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between: (a) the Owner and any Subcontractor, Sub-subcontractor, or Supplier; or, (b) between any persons or entities other than the Owner and Contractor.
- 1.1.5. **THE WORK.** The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to completely fulfill the Contract and the Contractor's obligations. The Work may constitute the whole or a part of the Project and does not include any Preconstruction Services.
- 1.1.6. **THE PROJECT.** The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.
- 1.1.7. **NOTICE TO PROCEED.** The term Notice to Proceed means formal written notice to begin performing specific services or acts including Construction Phase services, Preconstruction Phase services or any other enumerated service or act set forth in the Contract. The Contract Time will commence to run on the day indicated in the Notice to Proceed.
- 1.1.8. **SITE.** The term Site refers to that portion of the property on which the Work is to be performed or which has been otherwise set aside for use by the Contractor.
- 1.1.9. **PUNCH LIST.** The term Punch List means, collectively, unfinished items of the construction of the Project, which unfinished items of construction are minor or insubstantial details of construction, mechanical adjustment or decoration remaining to be performed, the non-completion of which would not materially affect the use of the Project, and which are capable of being completed within thirty (30) days of Substantial Completion, subject to the availability of special order parts and materials. By mutual agreement of the Parties, the Punch List may also include other unfinished items that are not capable of being completed within thirty (30) days of Substantial Completion due to environmental conditions beyond the reasonable control of Contractor.

## **1.2. CORRELATION, INTER-RELATIONSHIP, AND INTENT OF THE CONTRACT DOCUMENTS**

- 1.2.1. The intent of the Contract Documents is to include all items and all effort necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and inter-related, and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
- 1.2.2. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. It is the Contractor's responsibility to control the Work under the Contract.
- 1.2.3. Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### **1.3. CAPITALIZATION**

- 1.3.1. Terms capitalized in these General Conditions include those which are: (a) specifically defined; and, (b) the titles of numbered articles and identified references to Sections and Clauses in the document.

### **1.4. INTERPRETATION**

- 1.4.1. In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.
- 1.4.2. Where the word "days" is used in the Contract Documents, it means calendar days unless otherwise specified.

### **1.5. EXECUTION OF THE CONTRACT AND CONTRACT DOCUMENTS**

- 1.5.1. The Contract shall be signed by the Owner and Contractor. Execution of the Contract by the Contractor constitutes the complete and irrevocable binding of the Contractor and his Surety to the Owner for complete performance of the Work and fulfillment of all obligations. By execution of the Contract, the Contractor acknowledges that it has reviewed and familiarized itself with all aspects of the Contract Documents and agrees to be bound by the terms and conditions contained therein.
- 1.5.2. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.
- 1.5.3. The Contractor acknowledges that it has taken all reasonable actions necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to: (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, gas, electric power, phone service, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation, topography, and conditions of the ground; and, (5) the character of equipment and facilities needed for performance of the Work. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory geotechnical work done by the Owner, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the action described and acknowledged in this section will not relieve the Contractor from responsibility for properly ascertaining and estimating the difficulty and cost of successfully performing the Work or for proceeding to successfully perform the Work without additional expense to the Owner.
- 1.5.4. The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Owner, nor does the Owner assume responsibility for any understanding reached or representation made by any of its officers, agents, or employees concerning conditions which can affect the Work unless that understanding or representation is expressly stated in the Contract Documents.
  - 1.5.4.1. Performance of any portion of the Work, beyond that required for complying with the specifications and all other requirements of the Contract, shall be deemed to be for the convenience of the Contractor and shall be at the Contractor's sole expense.
  - 1.5.4.2. There shall be no increase in the contract price or time allowed for performance which is for the convenience of the Contractor.

**1.6. OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS, AND OTHER INSTRUMENTS OF SERVICE**

- 1.6.1. The Drawings, Specifications and other documents, including those in electronic form, prepared by the Design Consultant are Instruments of Service through which the Work to be executed by the Contractor is described.

**2. ARTICLE 2 – THE OWNER**

**2.1. THE CITY OF GREAT FALLS**

- 2.1.1. The Owner is the City of Great Falls and is the sole entity to be identified as Owner in the Contract and as referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. The term "Owner" means the Owner or the Owner's authorized representative.
- 2.1.2. The observations and participations of the Owner or its authorized representative do not alleviate any responsibility on the part of the Contractor. The Owner reserves the right to observe the work and make comment. Any action or lack of action by the Owner shall not be construed as approval of the Contractor's performance.
- 2.1.3. The Owner reserves the right to require the Contractor, all sub-contractors and material suppliers to provide lien releases at any time. The Owner reserves the right to withhold progress payments until such lien releases are received for all work for which prior progress payments have been made. Upon the Owner's demand for lien releases (either verbally or written), the Contractor, all sub-contractors and material suppliers shall provide such releases with every subsequent application for payment through Final Acceptance of the Project. Notwithstanding the foregoing or any other provision in the Contract Documents, the Contractor shall not allow any liens to be filed against the Owner relating to the Work to be performed or labor or materials to be furnished under the Contract Documents. The Contractor shall indemnify and hold the Owner harmless from all liens, or claims of rights to enforce liens, against the Owner arising out of any work to be performed or labor or materials to be furnished under the Contract Documents. Neither Final Payment by the Owner nor acceptance of the Work shall constitute a waiver of this indemnity. If any lien or claim for lien shall at any time be filed, the Contractor shall refund to the Owner all monies the Owner may be compelled to pay in discharging the lien including all costs and reasonable attorneys' fees.
- 2.1.4. Except for permits and fees, including those required under Section 3.7.1, which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- 2.1.5. Information or services required of the Owner by the Contract Documents shall be furnished by the Owner within seven (7) days unless an alternative period is agreed to by the Parties. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.
- 2.1.6. Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Specifications as are reasonably necessary for execution of the Work.
- 2.1.7. Whenever the Contractor is required under the Contract to indemnify the Owner, "Owner" shall mean the City of Great Falls and the City of Great Falls' officers, elected officials, employees, and agents.

- 2.1.8. Documents provided by the Owner shall be provided for information and, if prepared by third parties, may not show the conditions at the Project site accurately. The Contractor shall use customary precaution relating to the performance of the Work.
- 2.1.9. The Owner is not responsible for determining or advising the Contractor of special legal requirements related to the Project that differ from those generally applicable to Construction. The Contractor is responsible for retaining separate legal counsel to provide legal information and services related to its work.

## **2.2. OWNER'S RIGHT TO STOP WORK**

- 2.2.1. If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. The issuance of a stop work order by the Owner as a result of Contractor's failure to correct non-conforming work, shall not give rise to a claim by the Contractor or any subcontractor for additional cost, time, or other adjustment.

## **2.3. OWNER'S RIGHT TO CARRY OUT THE WORK**

- 2.3.1. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a three- day period. If the Contractor within such three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and increased costs made necessary by such default, neglect, or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## **2.4. OWNER'S RIGHT TO PERSONNEL**

- 2.4.1. The Owner reserves the right to have the Contractor and/or subcontractors remove person(s) and/or personnel from any and all work on the project with cause but without cost to the Owner. Such requests from the Owner may be made verbally, but must be followed up in writing. Cause may be, but is not limited to, any of the following: incompetence, poor workmanship, poor scheduling abilities, poor coordination, disruption to the facility or others, poor management, causes delay or delays, disruption of the Project, will not strictly adhere to facility procedures and Project requirements either knowingly or unknowingly, insubordination, drug/alcohol use, possession of contraband, belligerent acts or actions, etc. If cause is established by the Owner, the Contractor shall provide replacement person(s) and/or personnel acceptable to the Owner at no cost to the Owner.
- 2.4.2. Any issue or circumstance relating to or resulting out of this clause shall not be construed or interpreted to be interference with or impacting upon the Contractor's responsibilities and liabilities under the Contract Documents.
- 2.4.3. Person(s) and/or personnel who do not perform in accordance with the Contract Documents, shall be deemed to have provided the Owner with cause to have such persons removed from any and all involvement in the Work.

- 2.4.4. The Contractor agrees to defend, indemnify and hold harmless the Owner from any and all causes of action, demands, claims, damages, awards, attorneys' fees, and other costs brought against the Owner by any and all person(s) or personnel as a result of actions under this clause.

### **3. ARTICLE 3 – THE CONTRACTOR**

#### **3.1. GENERAL**

- 3.1.1. The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative and GC/CM as identified in the Contract Documents.
- 3.1.2. Construction Contractor Registration: The Contractor is required to be registered with the Department of Labor and Industry under MCA §§ 39-9-201 and 39-9-204 prior to the Contract being executed by the Owner. A bidder must demonstrate that it has registered or promises that it will register immediately upon notice of award and prior to the commencement of any work. If the prevailing bidder cannot or does not register in time for the Owner to execute the Contract within fifteen (15) days of the date on the notice of award, the Owner may award, at its sole discretion, to the next lowest responsible bidder who meets this requirement. The Owner will not execute a contract for construction nor issue a Notice to Proceed to a Contractor who is not registered per MCA § 39-9-401(a). It is solely the Contractor's responsibility to ensure that all Subcontractors are registered in accordance with Title 39, Chapter 9, MCA.
- 3.1.3. The Owner's engagement of the Contractor is based upon the Contractor's representations that it:
- 3.1.3.1. has the requisite skills, judgment, capacity, expertise, and financial ability to perform the Work;
  - 3.1.3.2. is experienced in the type of labor and services the Owner is engaging the Contractor to perform;
  - 3.1.3.3. is authorized, licensed and registered to perform the type of labor and services for which it is being engaged in the State and locality in which the Project is located;
  - 3.1.3.4. is qualified, willing and able to perform the labor and services for the Project in the manner and scope defined in the Contract Documents; and,
  - 3.1.3.5. has the expertise and ability to provide labor and services that will meet the Owner's objectives, intent and requirements, and will comply with the requirements of all governmental, public, and quasi-public authorities and agencies having or asserting jurisdiction over the Project, including but not limited to the Occupational Safety and Health Act (OSHA), the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA, all applicable City, County, and State building and electrical codes, the Americans with Disabilities Act, and all non-discrimination, and utilization of minority and small business statutes and regulations.
- 3.1.4. The Contractor shall perform the Work in accordance with the Contract Documents.
- 3.1.5. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by tests, inspections or approvals required or performed by persons other than the Contractor.
- 3.1.6. Quality Control (i.e. ensuring compliance with the Contract Documents) and Quality Assurance (i.e. confirming compliance with the Contract Documents) are the responsibility of the Contractor. Testing, observations, and/or inspections performed or provided by the Owner are solely for the Owner's own purposes and are for the benefit of the Owner. The Owner is not liable or responsible in any form or fashion to the Contractor regarding quality assurance or extent of such assurances. The Contractor shall not, under any circumstances, rely upon the Owner's testing or inspections as a substitute or in lieu of its own Quality Control or Assurance programs.



### **3.2. REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

- 3.2.1. Before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions affecting the Work. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents. However, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Owner as a request for information in such form as the Owner may require.
- 3.2.2. Except as otherwise expressly provided in this Contract, the Contractor assumes all risks, liabilities, costs, and consequences of performing any effort or work in accordance with any written or oral order (including but not limited to direction, instruction, interpretation, or determination) of a person not authorized in writing by the Owner to issue such an order.
- 3.2.3. Sufficiency of Contract Documents: Prior to submission of its bid, and in all events prior to and upon signing the Guaranteed Maximum Price Agreement, the Contractor certifies, warrants and guarantees that it has received, carefully reviewed, and evaluated all aspects of the Contract Documents and agrees that said Documents are adequate, consistent, coordinated, and sufficient for bidding and constructing the Work requested, intended, conceived, and contemplated therein.
- 3.2.3.1 The Contractor further acknowledges its continuing duty to review and evaluate the Contract Documents during the performance of its services and shall immediately notify the Owner of any problems, conflicts, defects, deficiencies, inconsistencies, errors, or omissions it discovers in the Contract Documents and the Work to be constructed; and, any variances it discovers between the Contract Documents and applicable laws, statutes, building codes, rules or regulations.
- 3.2.5.2 If the Contractor performs any Work which it knows or should have known due to its experience, ability, qualifications, and expertise in the construction industry, that involves problems, conflicts, defects, deficiencies, inconsistencies, errors, or omissions in the Contract Documents and the Work to be constructed and, any variances between the Contract Documents and applicable laws, statutes, building codes, rules or regulations, without prior written notification to the Owner and without prior authorization to proceed from the Owner, the Contractor shall be responsible for and bear the costs and delays (including costs of any delay) of performing such Work and all corrective actions as directed by the Owner.
- 3.2.5.3 Any and all claims resulting from the Contractor's failure, including those of any subcontractor or supplier, to carefully review, evaluate, and become familiar with all aspects of the Contract Documents shall be deemed void and waived by the Contractor.
- 3.2.6. Sufficiency of Site Conditions: Prior to submission of its bid, and in all events prior to and upon signing the Contract, the Contractor certifies, warrants and guarantees that it has visited, carefully reviewed, evaluated, and become familiar with all aspects of the site and local conditions at which the Project is to be constructed. The Contractor agrees that the Contract Documents are adequate, consistent, coordinated, and sufficient representation of the site and local conditions for the Work.
- 3.2.6.1 The Contractor certifies it has reviewed and become familiar with all aspects of the Environmental Assessments, the Site Survey and Geotechnical Report (if any) for the Project and has a full understanding of the information provided therein, prior to executing the Guaranteed Maximum Price Agreement.
- 3.2.6.2 If the Work involves modifications, renovations, or remodeling of an existing structure(s) or other man-made feature(s), the Contractor certifies, warrants and guarantees that it has

reviewed, evaluated, and become familiar with all available as-built and record drawings, plans and specifications, and has thoroughly inspected and become familiar with the structure(s) or man-made feature(s).

- 3.2.6.3 Any and all claims resulting from the Contractor's failure, including those of any subcontractor or supplier, to visit, carefully review, evaluate, and become familiar with all aspects of the Site, available geotechnical information, and local conditions at which the Project is to be constructed shall be deemed void and waived by the Contractor.

### **3.3. SUPERVISION AND CONSTRUCTION PROCEDURES**

- 3.3.1. The Contractor shall supervise and direct the Work using the Contractor's best skill and attention recognizing that time and quality are of the essence of the Work. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. It is the responsibility of and incumbent upon the Contractor to ensure, confirm, coordinate, inspect and oversee all Work (which is inclusive of but not limited to all submittals, change orders, schedules, workmanship, and appropriate staffing with enough competent and qualified personnel) so that the Work is not impacted in terms of any delays, costs, damages, or additional time, or effort on the part of Owner. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and shall not proceed with that portion of the Work without further written instructions from the Owner. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage. The Contractor shall: review any specified construction or installation procedure; advise the Owner if the specified procedure deviates from good construction practice; advise the Owner if following the procedure will affect any warranties, including the Contractor's general warranty, or of any objections the Contractor may have to the procedure and shall propose any alternative procedure which the Contractor will warrant and guarantee.
- 3.3.2. The Contractor shall furnish management, supervision, coordination, labor and services that: (1) expeditiously, economically, and properly completes the Work; (2) comply with all requirements of the Contract Documents; and, (3) are performed in a quality workmanlike manner and in accordance with the standards currently practiced by persons and entities performing or providing comparable management, supervision, labor and services on projects of similar size, complexity, cost, and nature to this Project. However, the standards currently practiced within the construction industry shall not relieve the Contractor of the responsibility to perform the Work to the level of quality, detail, and standards defined and intended by the Contract Documents.
- 3.3.3. All services and labor rendered by the Contractor, including any subcontractors or suppliers, shall be performed under the immediate supervision at the site of persons possessing expertise and the requisite knowledge in the discipline or trade of service being rendered. The Contractor shall maintain such supervision and personnel at all times that the Contractor's personnel, subcontractors, and/or suppliers are at the site. The Contractor shall never be absent from the site during performance of any portion of the Work by any entity under the supervision and direction of the Contractor. Full time attendance by the Contractor from Notice to Proceed through Final Acceptance is an explicit requirement of this Contract.
- 3.3.4. The Contractor shall be responsible to the Owner for acts, damages, errors, and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons or

entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

- 3.3.5. The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### **3.4. LABOR, WAGES, AND MATERIALS**

3.4.1. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, permits, licenses, goods, products, equipment, tools, construction equipment and machinery, water, heat, all utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work in accordance with the Contract Documents, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.4.2. The Contractor may make substitutions only with the consent of the Owner and in accordance with a Change Order. This opportunity to request substitutions does not negate or waive any requirement for the Contractor to follow a pre-bidding "prior approval" requirement nor obligate the Owner to approve any substitution request.

3.4.3. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.4.4. Prevailing Wages and Montana Residents.

3.4.4.1. The Contractor and all subcontractors at any level or tier of the Work shall give preference to the employment of bona fide Montana residents in the performance of the Work and shall pay the standard prevailing rate of wages, including fringe benefits for health and welfare and pension contributions and travel allowance provisions in effect and applicable to the county or locality in which the work is being performed. (MCA § 18-2-403)

3.4.4.2. The Commissioner of The Montana Department of Labor and Industry (DOLI) has established the standard prevailing rate of wages in accordance with MCA §§ 18-2-401 and 18-2-402. Contractor shall utilize the "State of Montana, Prevailing Wage Rates" in effect at the time of advertising for bids. The Commissioner of the Montana DOLI has established the resident requirements in accordance with MCA § 18-2-409. The Contractor and all subcontractors at any level or tier of the Work shall direct any and all questions concerning prevailing wage and Montana resident issues for all aspects of the Work to DOLI.

3.4.4.3. The Contractor and all subcontractors at any tier or level of the Work, and as determined by the Montana DOLI, shall classify all workers in the project in accordance with the State of Montana, Prevailing Wage Rates. In the event the Contractor is unable to classify a worker in accordance with these rates he shall contact DOLI for a determination of the classification and the prevailing wage rate to be paid.

3.4.4.4. The Contractor and all subcontractors at any tier or level of the Work shall be responsible for obtaining wage rates for all workers prior to their performing any work on the project. The Contractor is required to pay and insure that its subcontractors at any tier or level and others also pay the prevailing wage determined by the DOLI, insofar as required by Title 18 of the MCA and the pertinent rules and standards of DOLI.

3.4.4.5. It is not the responsibility of the Owner to determine who classifies as a subcontractor, sub-subcontractor, material man, supplier, or any other person involved in any aspect of the Work at any tier or level. All such determinations shall be the sole responsibility of the Contractor, subcontractors, sub-subcontractors, material men, suppliers and others involved in the project at any tier or level. The Contractor, subcontractors, sub-subcontractors, material men, suppliers and others involved in the project shall defend, indemnify and hold harmless the

Owner from all claims, attorneys' fees, damages and/or awards involving prevailing wage or Montana resident issues. Any changes to wages or penalties for failure to pay the correct wages shall be the sole responsibility of the Contractor and/or his subcontractors and no further charges or claims shall be made to the Owner. If the parties mutually agree or court determines that any change in wages is due and any part is attributable to the Owner, the Owner's sole liability shall be for the amount of wages ordered only and not for other expenses, charges, penalties, overhead, profit or other mark-ups.

3.4.4.6. In accordance with MCA § 18-2-422(1), each job classification's standard prevailing wage rate, including fringe benefits, that the contractors and employers shall pay during construction of the project is included herein by both reference to the applicable DOLI prevailing wage schedules, as applicable to the project, and as part of these Contract Documents.

3.4.4.7. The Contractor and every employer, including all subcontractors at any tier or level, is required by MCA § 18-2-422(2) to maintain payroll records in a manner readily capable of being certified for submission under MCA § 18-2-423, for a period of not less than three (3) years after the contractor's, subcontractor's, or employer's completion of work on the project or the Final Acceptance by the Owner, whichever is later.

3.4.4.8. Each contractor is required by MCA § 18-2-422(3) to post in a visible and accessible location a statement of all wages and fringe benefits in compliance with MCA § 18-2-423.

3.4.5. In the event that, at any time during the course of Contractor's performance of the Project, any labor problems or disputes of any type arise or materialize which in turn cause any work on the Project to cease for any period of time, the Contractor specifically agrees to take immediate steps, at its own expense and without expectation of reimbursement from the Owner, to alleviate or resolve all such labor problems or disputes. The specific steps the Contractor shall take to resume work on the Project shall be left to the discretion of the Contractor; provided, however, that the Contractor shall bear all costs of any related legal action. The Contractor shall provide immediate relief to the Owner so as to permit the work on the Project to resume and be completed within the time set in the construction schedule at no additional cost to the Owner.

3.4.6. The Contractor shall indemnify, defend, and hold the Owner harmless from any and all claims, demands, costs, expenses, damages, and liabilities arising out of, resulting from, or occurring in connection with any labor problems or disputes or any delays or stoppages of work associated with such problems or disputes.

### **3.5. WARRANTY AND GUARANTEE**

3.5.1. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and rejected. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.5.2. The Contractor shall and does hereby warrant and guarantee all work, workmanship, and materials for the full warranty period as specified in the Contract Documents. The warranty period shall be defined as commencing with Substantial Completion (or with each Substantial Completion if there is more than one) of the Project, or any portion thereof, and continuing for one (1) calendar year from the date of Final Acceptance of the entire project by the Owner. The date of Final Acceptance shall be the date of the Owner's signature on the final request for payment unless otherwise agreed upon in writing for the entire project or any portion thereof, by the Owner and Contractor.

- 3.5.3. Upon receipt of the Owner's written notice of a defective or nonconforming condition during the warranty period, the Contractor shall take all actions, including redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to the Owner and at no additional cost to the Owner. The Contractor shall also, at its sole cost, perform any tests required by the Owner to verify that such defective or nonconforming condition has been corrected.
- 3.5.4. Manufacturer and product warranties and guarantees, as provided by the manufacturer or as specified in the Contract Documents, are in addition to the Contractor's warranty.
- 3.5.5. The Contractor shall take no action or fail to act in any way which results in the termination or expiration of such third-party warranties or which otherwise results in prejudice to the rights of Owner under such warranties. The Contractor agrees to provide all notices required for the effectiveness of such warranties and shall include provisions in the contracts with the providers and manufacturers of such systems and equipment whereby the Owner shall have a direct right, but not a duty, of enforcement of such warranty obligations.

### **3.6. TAXES**

- 3.6.1. The Contractor is responsible for and shall pay all applicable sales, consumer, use, and similar taxes for the Work provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- 3.6.2. In compliance with MCA § 15-50-206, the Contractor will have 1% of his gross receipts withheld by the Owner from all payments due and sent to the Montana Department of Revenue. Each subcontractor who performs work greater than \$5,000 shall have 1% of its gross receipts withheld by the Contractor and sent to the Montana Department of Revenue. The Contractor shall notify the Department of Revenue on the Department's prescribed form.

### **3.7. PERMITS, FEES, AND NOTICES**

- 3.7.1. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract, including but not limited to, the building permit fee, sewer connection fee, electrical, plumbing, and mechanical permit fees.
- 3.7.2. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.
- 3.7.3. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations, and does so without providing notice to the Owner, the Contractor shall assume responsibility for such Work and shall bear the costs attributable to correction. The Contractor shall be solely responsible to insure that all work it performs is in full compliance with all prevailing and applicable codes and regulations.
- 3.7.4. If the Contractor encounters conditions at the Site that are (a) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide written notice to the Owner before conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the Site are not

materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify Contractor in writing, stating the reasons. If Contractor disputes the Owner's determination, Contractor may proceed as provided in Section 4.3.

### **3.8. ALLOWANCES**

- 3.8.1. The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.
- 3.8.2. Unless otherwise provided in the Contract Documents and with specific reference to the calculation and approval of Allowance Work defined in Article 4, Section 4.10 in the Contract:
  - 3.8.2.1. Allowances shall cover the cost to the Contractor of labor, materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
  - 3.8.2.2. Contractor's costs for overhead, profit for stated allowance amounts shall be included by the Contractor in the Contract Sum but not in the allowances;
  - 3.8.2.3. Whenever costs within the GMP are more than stated Owner allowances, the Contract Sum may be adjusted accordingly by Change Order if there is change in the scope of the Project after submission of the GMP. The Contractor shall be responsible for documenting and informing the Owner of any changes in the scope of the Project. If costs are less than stated Owner allowances, the Contract Sum shall be adjusted accordingly by Change Order. If there is a change in scope of the Project, the amount of the Change Order shall reflect the difference between actual costs and the allowances under Section 3.8.2.1.
- 3.8.3. Materials and equipment under an allowance shall be selected by the Owner.
- 3.8.4. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

### **3.9. CONTRACTOR'S PERSONNEL**

- 3.9.1. The Contractor shall employ competent personnel, supervisors, project managers, project engineers, project superintendent, and all others who shall be assigned to the Work throughout its duration. All personnel assigned by the Contractor to the Work shall possess the requisite experience, skills, abilities, knowledge, and integrity to perform the Work.
- 3.9.2. The Contractor agrees that the employees identified in its response to GC/CM Request for Qualifications/Proposal (RFQ/RFP) shall be fully and completely engaged to the extent stipulated in the Proposal response for the duration of the Project, except for catastrophic events including but not limited to termination of employment, illness, accident, or death. The Owner shall be notified and approve in writing any changes in the GC/CM Project Team members or roles.
- 3.9.3. The superintendent and others as assigned shall be in attendance at the Project site during the performance of any and all Work. The superintendent shall represent the Contractor. All communications given to the Contractor's personnel such as the project manager or the superintendent, whether verbal, electronic or written, shall be as binding as if given to the Contractor.
- 3.9.4. It is the Contractor's responsibility to appropriately staff, manage, supervise and direct the Work which is inclusive of the performance, acts, and actions of his personnel and subcontractors. As such, the Contractor further agrees to indemnify and hold harmless the Owner, and to protect and

defend both from and against all claims, attorneys' fees, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of or against the Owner, Contractor, their agents, employees, or any third parties on account of the performance, behavior, acts or actions of the Contractor's personnel or subcontractors.

- 3.9.5. Prior to the commencement of any work, the Contractor shall prepare and submit a personnel listing and organizational chart in a format acceptable to the Owner which lists by name, phone number (including cell phone), job category, and responsibility the Contractor's key/primary personnel who will work on the Project. The Contractor shall promptly inform the Owner in writing of any proposed replacements, the reasons therefore, and the name and qualifications of any proposed replacements. The Owner shall have the right to reject any proposed replacements without cost or claim being made by the Contractor. The chart shall be provided to the Owner prior to commencement of Construction Services.

### **3.10. CONSTRUCTION SCHEDULES**

- 3.10.1. The Contractor shall, promptly after being provided the Notice to Proceed with construction, prepare and submit for the Owner's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and per the requirements of the Contract Documents, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor's schedule shall be in the "Critical Path Method" and shall show the Critical Path of the Work in sufficient detail to evaluate the Contractor's progress. A request for time extension by the Contractor will not be allowed unless a change in the Work is approved by the Owner and materially affects the Critical Path. It is the Contractor's responsibility to demonstrate that any time extensions requests materially affect the Critical Path.
- 3.10.2. The Contractor shall prepare and keep current, for the Owner's approval, a schedule of submittals which is coordinated with the Contractor's Construction Schedule and allows the Owner reasonable time to review submittals.
- 3.10.3. The Contractor shall perform the Work in accordance with the most recent schedule submitted to the Owner.
- 3.10.4. The Contractor's operations (including but not limited to the Contractor's forces employed, sequences of operations, and methods of operation) at all times during the performance of the contract shall be sufficient to insure the completion of the Work within the specified performance period.
- 3.10.5. The Critical Path Method Construction Schedule prepared by the Contractor must be in a form that is acceptable to the Owner.
  - 3.10.5.1. The Schedule shall show the estimated progress of the entire Project through the individual time periods allowed for completion of each discipline, trade, phase, section, and aspect of the Work. The Contractor shall provide written reports of all logic and resource loading data with the Schedule and with all updates to the Schedule.
  - 3.10.5.2. The Schedule shall show percent complete, progress to date, project work, and projected time to complete the work for all activities. The percent complete and minor schedule changes, including additions of activities, change orders, construction change directives, changes to sequences of activities and significant changes in activity demands must be shown by a revised Schedule. A written report providing details about the changes and what actions are anticipated to get the work completed in the contractual time period shall be submitted with the revised schedule.
  - 3.10.5.3. The Construction Schedule shall include coordinate dates for performance of all divisions

of the Work, including shipping and delivery, off-site requirements and tasks, so the Work can be completed in a timely and orderly fashion consistent with the required dates of Substantial Completion and Final Acceptance.

- 3.10.5.4. The Construction Schedule shall include: (i) the required commencement date, the required dates of Substantial Completion(s) and Final Acceptance for the complete Project and all phases (if any); (ii) any guideline and milestone dates required by the Owner or the Contract Documents; (iii) subcontractor and supplier schedules; (iv) a submittal schedule which allows sufficient time for review and action by the Owner; (v) the complete sequence of all construction activities with start and completion dates; and, (vi) required decision dates.
- 3.10.5.5. By receiving, reviewing, and/or commenting on the Construction Schedule or any portion thereof (including logic), Owner does not assume any of the Contractor's responsibility or liability that the Schedule be coordinated or complete, or for timely and orderly completion of the Work.
- 3.10.5.6. Receiving, reviewing, and/or commenting on the Schedule, any portion thereof, or any revision thereof, does not constitute an approval, acknowledgement, or acceptance of any durations, dates, milestones, or performance indicated therein.
- 3.10.5.7. A printout of the Schedule's logic showing all activities is required with the Schedule and with all updates to the Schedule.
- 3.10.6. The Contractor shall review and compare, at a minimum on a weekly basis, the actual status of the Work against its Construction Schedule.
- 3.10.7. The Contractor shall routinely, frequently, and periodically (but not less than monthly) update and/or revise its Construction Schedule to show actual progress of the Work through the date of the update or revision, projected level of completion of each remaining activity, activities modified since the previous update or revision, and major changes in scope or logic. The updated/revised Schedule shall be accompanied by a narrative report which: (a) states and explains any modifications of the critical path, if any, including any changes in logic; (b) defines problem areas and lists areas of anticipated delays; (c) explains the anticipated impact the change in the critical path or problems and delays will have on the entire Schedule and the completion of the Work; (d) provides corrective action taken or proposed; and, (e) states how problems or delays will be resolved in order to deliver the Work by the required phasing milestones (if any), Substantial Completion(s), and Final Acceptance dates.
- 3.10.8. Delay in Performance: If at any time the Contractor anticipates that performance of the Work will be delayed or has been delayed, the Contractor shall: (1) immediately notify the Owner by separate and distinct correspondence of the probable cause and effect of the delay, and possible alternatives to minimize the delay; and, (2) take all corrective action reasonably necessary to deliver the Work by the required dates. Nothing in this Section or the Contract Documents shall be construed by the Contractor as the Owner approving constructive acceleration. The results of failure to anticipate delays, or to timely notify the Owner of an anticipated or real delay, are entirely the responsibility of the Contractor whether compensable or not.
- 3.10.9. Early Completion: The Contractor may attempt to achieve Substantial Completion(s) on or before the date(s) required in the Contract. However, such early completion shall be for the Contractor's sole convenience and shall not create any real or implied additional rights to Contractor or impose any additional obligations on the Owner. The Owner will not be liable for nor pay any additional compensation of any kind to the Contractor for achieving Substantial Completion(s) or Final Acceptance prior to the required dates as set forth in the Contract.



- 3.10.10. Float in Schedule. Any and all float time in the Contractor's schedule, regardless of the path or activity, shall accrue to the benefit of the Owner and the Work, and not to the Contractor. Float also includes any difference shown between any early completion dates shown on the Contractor's Schedule for any phasing milestone(s), Substantial Completion(s) or Final Acceptance and the dates or durations as required by the Contract Documents.
- 3.10.11. Modification of Required Substantial Completion(s) or Final Acceptance Dates: Modification of the required dates shall be accomplished only by duly authorized, accepted, and approved change orders stating the new date(s) with specificity on the change order form. All rights, duties, and obligations, including but not limited to the Contractor's liability for actual, delay, and/or liquidated damages, shall be determined in relation to the date(s) as modified.

### **3.11. DOCUMENTATION AND AS-BUILT CONDITIONS AT THE SITE**

- 3.11.1. The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and accurately marked to record current field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Owner at any time and shall be delivered to the Owner upon completion of the Work.
- 3.11.2. The Owner shall not be required to process final payment until all documentation and data required by the Contract Documents is submitted to and approved by the Owner including, but not limited to, the As-Built Drawings. The Owner will not process any final request for payment until the Owner has received and verified that the Contractor has performed the requirements pertaining to the as-built drawings.
- 3.11.3. The as-built drawings shall be neatly and clearly marked during construction to record all deviations, variations, changes, and alterations as they occur during construction along with such supplementary notes and details necessary to clearly and accurately represent the as-built condition. The as-built drawings shall be available at all times to the Owner.

### **3.12. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

#### 3.12.1. Definitions:

- 3.12.1.1. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- 3.12.1.2. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- 3.12.1.3. Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

- 3.12.2. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Informational submittals upon which the Owner is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Owner without action.

- 3.12.3. The Contractor shall review, approve, and submit to the Owner, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents within sixty (60) days of being issued the Notice To Proceed unless noted otherwise and shall do so in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Any and all items submitted by the Contractor which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor, or in the opinion of the Owner, have not been reviewed for compliance by the Contractor even if marked as such, may be returned by the Owner without action and shall not result in any accusation or claim for delay or cost by the Contractor. Any submittal that, in the opinion of the Owner, is incomplete in any area or detail may be rejected and returned to the Contractor. It is the responsibility of and incumbent upon the Contractor to ensure and confirm that all submittals are complete, accurate, and in conformance to the Contract Documents prior to submission.
- 3.12.4. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents and guarantees to the Owner that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- 3.12.5. The Owner has no duty to discover any design errors or omissions in the Shop Drawings, Product Data, Samples and similar submittals, and has no duty to notify the Contractor of same. By entering into the Contract Documents or any contract with the Design Consultant, the Owner does not warrant the adequacy and accuracy of any Shop Drawings, Product Data, Samples and similar submittals or other Construction Documents, except to the extent that the Owner or the Design Consultant specifies a particular product. The Owner is not responsible to ascertain that the Shop Drawings, Product Data, Samples and similar submittals are in accordance with the applicable laws, statutes, ordinances, building codes, and rules and regulations. The Contractor shall remain responsible for execution of these items as outlined within the Contract Documents.
- 3.12.6. The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Owner. Should the Contractor, Subcontractors or Sub-subcontractors install, construct, erect or perform any portion of the Work without approval of any requisite submittal, the Contractor shall bear the costs, responsibility, and delay for removal, replacement, and/or correction of any and all items, material, and /or labor.
- 3.12.7. All Shop Drawings, Product Data, Samples or similar submittals, in whatever medium or format, originated or prepared by or for the Contractor in contemplation of, or in the course of, or as a result of the Contract Documents or work on the Project shall be deemed as works-for-hire and shall be the property of the Owner. Neither party grants to the other any express or implied licenses under any patents, copyrights, trademarks, or other intellectual property rights, except to the extent necessary to complete its obligations to the other under the Contract Documents. In the event these Shop Drawings, Product Data, Samples or similar submittals are altered, modified or adapted by the Owner without the written consent of the Contractor, which consent the Contractor will not unreasonably withhold, the Owner agrees to hold the Contractor harmless to the extent permitted by law, from the legal liability arising out of and or resulting from the Owner's alteration, modification, or adaptation of such documents. Nothing herein shall be construed as relieving the Contractor from its obligations.
- 3.12.8. The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submittal and: (1) the Owner has given written approval to the specific deviation as a minor change in the Work; or, (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Owner's approval thereof.

- 3.12.9. The Contractor shall direct specific attention, in writing or on re-submitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Owner on previous submittals. In the absence of such written notice the Owner's approval of a re- submission shall not apply to such revisions.
- 3.12.10. The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Owner. The Owner shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner has specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this section, the Owner will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- 3.12.11. Unless noted otherwise in the Contract Documents, the Contractor shall submit to the Owner within sixty (60) days from the date of the Notice To Proceed a minimum of six (6) complete copies of all shop/setting drawings, schedules, cut sheets, products, product data, and samples required for the complete Work, or as specified within the Contract Documents. Copies shall be reviewed, marked, stamped and approved on each and every copy by the Contractor prior to submission to the Owner or they shall be returned without review or action. The Owner shall review within seven (7) days (unless an alternative period is agreed to by the parties), making corrections, rejections, or other actions as appropriate. The Owner's approval or actions on shop/setting drawings, schedules, cut sheets, products, product data, or samples shall not relieve the Contractor from responsibility for, nor deviating from, the requirements of the plans and specifications. Any deviations from the plans and specifications requested or made by the Contractor shall be brought promptly to the attention of the Owner.
- 3.12.12. Cost for Re-Submissions: the Contractor is responsible for ensuring that all shop drawings, product data, samples, and submittals contain all information required by the Contract Documents to allow the Owner to take action. The Contractor shall pay the Owner's cost of reviewing any submittal item exceeding two reviews for the same item. Such costs shall be deducted from the contract sum by Change Order. The Contractor agrees that any action taken by the Owner is solely in the Owner's discretion and is non-negotiable for the purposes of the Owner's cost recovery for multiple (i.e. more than one) review.

### **3.13. USE OF SITE**

- 3.13.1. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. Only materials and equipment which are to be used in the Work shall be brought to and stored on the Project Site by the Contractor.
- 3.13.2. The Contractor shall not damage, endanger, compromise or destroy any part of the Project or the site, including but not limited to work performed by others, monuments, stakes, bench marks, survey points, utilities, existing features or structures. The Contractor shall be fully and

exclusively responsible for and bear all costs and delays (including and costs of delay) for any damage, endangerment, compromise, or destruction of any part of the Project or site.

- 3.13.3. The Contractor shall coordinate his operations with the Owner in order that the Owner will have maximum use of existing facilities surrounding the area of the Work, as agreed upon, at all times during normal working hours. Contractor further agrees to coordinate his operations so as to avoid interference with the Owner's normal operations to as great an extent as possible.
- 3.13.4. Except as may be specifically provided in the Contract Documents, the Contractor shall provide all necessary temporary facilities, including power, water, sanitation, scaffolding, storage, and reasonable security. If Owner makes any such facilities available to Contractor, it is without representation or warranty as to their adequacy for Contractor's use, and Contractor shall indemnify, defend, and hold Owner harmless from and against any claims arising out of Contractor's use of such facilities.
- 3.13.5. The Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract Documents, Contractor shall not interfere with the occupancy or beneficial use of (1) any areas and buildings adjacent to the site of the Work or (2) the Building in the event of partial occupancy, as more specifically described in Section 9.9, without prior approval of the Owner.
- 3.13.6. The Contractor shall, for the duration of this Agreement, maintain all areas used by it in performance of the contract free from excessive dust as reasonably determined and directed by the Owner, and shall comply with the OSHA standards and those of all other regulatory agencies, statutes and laws. Industry accepted methods of dust control suitable for the areas involved will be permitted, where such is in compliance with the foregoing and with the approval of the Owner. No separate payment will be made for dust control beyond what may be previously approved by Owner as a General Condition Cost or as included in as a subcontract bid package item.
- 3.13.7. The Contractor shall perform all work in strict conformity with all applicable laws, rules and regulations relating to pollution of any land, stream, and the atmosphere. The Contractor shall, at its expense, provide suitable facilities to prevent the introduction of any substances or materials onto the land, or into any stream, river, lake or other body of water including groundwater.
- 3.13.8. The Contractor shall not permit or suffer the introduction or use of tobacco/vapor products or any intoxicants, including alcohol or illegal drugs, upon the Project site. The Contractor acknowledges it is aware of and shall comply with its responsibilities and obligations under the U.S. Department of Transportation (DOT) regulations governing anti-drug and alcohol misuse prevention plans and related testing. The Owner shall have the right to request proof of such compliance, and the Contractor shall be obligated to furnish such proof.

### **3.14. CUTTING AND PATCHING**

- 3.14.1. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.
- 3.14.2. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by

the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### **3.15. WORK HOURS, CLEAN UP, AND SITE CONTROL**

- 3.15.1. Work will be performed in accordance with the Contract Documents and the City of Great Falls Code of Ordinances or other applicable law governing the Contractor's performance of the Work. No delays resulting from compliance with applicable laws or regulations may form the basis for any claim by the Contractor for delay damages or additional compensation or for any extensions of the Contract Time. Daily work hours shall be limited to those stipulated by Code of Ordinances Sections 8.53.030 and 8.53.060. Normal work hours for Owner's testing agencies shall be defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. except with respect to State or Federal holidays. Contractor shall provide a minimum of 24 hours' notice to Owner for any testing or inspection that Contractor requires of Owner, or Owner's designated representatives outside of normal business hours and shall be responsible for payment of same to the appropriate party for off-hours Work. The Contractor must notify the Owner as soon as possible if Work must be performed outside such times in the interest of the safety and protection of persons or property at the Site or adjacent thereto, or in the event of an emergency. In no event shall the Contractor permit Work to be performed at the Site without the presence of the Contractor's superintendent or person responsible for the protection of persons and property at the Site and compliance with all applicable laws and regulations, if different from the superintendent.
- 3.15.2. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract during performance of the Work and at the direction of the Owner. Contractor must keep tools, construction equipment, machinery and surplus materials suitably stored when not in use. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.
- 3.15.3. The Contractor must comply with the City of Great Falls Code of Ordinances (Title 8, Chapter 53) (Noise) and any successor or substitute provisions covering the regulation of noise. It is the duty of the Contractor to familiarize itself with those provisions and perform the Work in compliance with those provisions.
- 3.15.4. If the Contractor fails to clean up in a manner reasonably satisfactory to the Owner within forty-eight (48) hours after notice or as otherwise required by the Contract Documents, the Owner may clean the Site and back charge the Contractor for all costs associated with the cleaning.

### **3.16. ACCESS TO WORK**

- 3.16.1. The Contractor shall provide the Owner access to the Work at all times wherever located.

### **3.17. ROYALTIES, PATENTS AND COPYRIGHTS**

- 3.17.1. The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner.

### **3.18. INDEMNIFICATION**

- 3.18.1. To the fullest extent permitted by law, the Contractor agrees to release, defend, indemnify, and hold harmless the Owner, its agents, representatives, employees, and officers (collectively referred to as "the Owner") from and against any and all claims, demands, actions, fees and costs (including attorney's fees and the costs and fees of and expert witness and consultants), losses, expenses, liabilities (including liability where activity is inherently or intrinsically dangerous) or damages of whatever kind or nature connected therewith and without limit and without regard to the cause or causes thereof or the negligence of any party or parties that may be asserted against, recovered from or suffered by the Owner occasioned by, growing or arising out of or resulting from or in any way related to: (i) the negligent, reckless, or intentional misconduct of the Contractor; (ii) any negligent, reckless, or intentional misconduct of any of the Contractor's agents; or (iii) the negligent, reckless, or intentional misconduct of any other third party.
- 3.18.2. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist. The indemnification obligations herein must not be construed to negate, abridge, or reduce any common-law or statutory rights of the indemnitee(s) which would otherwise exist as to such indemnitee(s).
- 3.18.3. The Contractor's indemnity herein shall be without regard to and without any right to contribution from any insurance maintained by the Owner.
- 3.18.4. Should any indemnitee described herein be required to bring an action against the Contractor to assert its right to defense or indemnification under the Contract Documents or under the Contractor's applicable insurance policies required below the indemnitee shall be entitled to recover reasonable costs and attorney fees incurred in asserting its right to indemnification or defense but only if a court of competent jurisdiction determines the Contractor was obligated to defend the claim(s) or was obligated to indemnify the indemnitee for a claim(s) or any portion(s) thereof.
- 3.18.5. In the event of an action filed against the Owner resulting from the Owner's performance under this Agreement, the Owner may elect to represent itself and incur all costs and expenses of suit.
- 3.18.6. The Contractor also waives any and all claims and recourse against the Owner or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of the Contract Documents except responsibility for its own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent, in accordance with MCA § 28-2-702.
- 3.18.7. In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- 3.18.8. The Contractor's obligations under this Section 3.18 shall survive termination of the Contract and completion of the Project.

## **4. ARTICLE 4 – ADMINISTRATION OF THE CONSTRUCTION CONTRACT**

### **4.1. OWNER'S ADMINISTRATION OF THE CONSTRUCTION CONTRACT**

- 4.1.1. The Owner shall provide administration of the Contract as described in the Contract Documents throughout the complete duration of the Project.

- 4.1.2. The Owner will visit the site at intervals appropriate to the stage of the Contractor's operations to: (1) become generally familiar with the progress and quality of the portion of the Work completed; and, (2) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Owner will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Contractor's Work. The Owner will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, for the safety of any person involved in the work, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The presence of the Owner does not constitute acceptance or approval of the Work.
- 4.1.3. The Owner will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Owner will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.
- 4.1.4. Communications Facilitating Contract Administration. Communications by and with Subcontractors and material suppliers shall be through the Contractor to the Owner. Communications by and with separate contractors shall be through the Owner to the Contractor.
- 4.1.5. The Owner will review and certify the amounts due the Contractor.
- 4.1.6. The Owner will have authority to reject Work that does not conform to the Contract Documents. Whenever the Owner considers it necessary or advisable, the Owner will have authority to require inspection or testing of the Work in accordance with the General Conditions and any applicable technical specification requirements, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work. Testing of the Work by the Owner shall not relieve the Contractor of its duties, responsibilities, and obligations under the Contract Documents.
- 4.1.7. The Owner will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Unless otherwise agreed to by the parties, the Owner's action will be taken within seven (7) days or such shorter period as is necessary to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Owner's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 4.1.8. The Contractor will prepare Change Orders and Construction Change Directives for Owner's approval. The Contractor will investigate and make recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.
- 4.1.9. The Owner will conduct inspections to determine the date or dates of Substantial Completion(s) and the date of Final Acceptance, will receive written warranties and related documents required by the Contract and assembled by the Contractor.

4.1.10. The Owner's observations or inspections do not alleviate any responsibility on the part of the Contractor. The Owner reserves the right to observe and inspection the work and make comment. Action or lack of action following observation or inspection is not to be construed as approval of Contractor's performance.

## 4.2. CLAIMS AND DISPUTES

4.2.1. Definition. A Claim is a written demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extensions of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes, controversies, and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest solely with the party making the Claim.

4.2.1.1 Time Limits on Claims. Claims by either party must be initiated within twenty-one (21) days after occurrence of the event giving rise to such claim. The following shall apply to the initiation of a claim:

4.2.1.1.1. A written notice of a claim must be provided to the other party within twenty-one (21) days after the occurrence of the event or the claim is waived by the claiming party and void in its entirety.

4.2.1.1.2. Claims must be initiated by separate, clear, and distinct written notice within the twenty-one (21) day time frame to the other party and must contain the notarized statement in Section 4.2.1.5 when the claim is made by the Contractor. Discussions in any form with the Owner, whether at the site or not, do not constitute initiation of a claim. Notes in project meeting minutes, email correspondence, change order proposals, or any other form of documentation does not constitute initiation of a claim. The written notice must be a separate and distinct correspondence provided in hardcopy to the Owner and must delineate the specific event and outline the causes and reasons for the claim whether or not cost or time have been fully determined. Written remarks or notes of a generic nature are invalid in their entirety. Comments made at progress meetings, project site visits, inspections, emails, voice mails, and other such communications do not meet the requirement of providing notice of claim.

4.2.1.1.3. Physical Injury or Physical Damage. Should the Owner or Contractor suffer physical injury or physical damage to person or property because of any error, omission, or act of the other party or others for whose acts the other party is legally and contractually liable, claim will be made in writing to the other party within a reasonable time of the first observance of such physical injury or physical damage but in no case beyond thirty (30) days of the first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. The provisions of this section shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose. In all such cases, the indemnification provisions of the Contract shall be effectual and the Contractor's insurance shall be primary and in full effect.

4.2.1.2. All Claims must contain sufficient justification and substantiation with the written notice or they may be rejected without consideration by the other party with no additional impact or consequence to the Contract Sum, Contract Time, or matter(s) in question in the Claim.

4.2.1.3. If additional compensation is claimed, the exact amount claimed and a breakdown of that amount into the following categories shall be provided with each and every claim:

4.2.1.3.1. Direct costs (as listed in Sections 7.3.9.1 through 7.3.9.5);



- 4.2.1.3.2. Indirect costs (as defined in Section 7.2.5); and,
- 4.2.1.3.3. Delay and Cost Impact Items (i.e. time extensions, credits, logic, reasonableness, impacts, disruptions, dilution) for the change.

4.2.1.4 If additional time is claimed the following shall be provided with each and every claim:

- 4.2.1.4.1 The specific number of days and specific dates for which the additional time is sought;
- 4.2.1.4.2 The specific reasons, causes, and/or effects whereby the Contractor believes that additional time should be granted; and,
- 4.2.1.4.3 The Contractor shall provide analyses, documentation, and justification of its claim for additional time in accordance with the latest Critical Path Method schedule in use at the time of event giving rise to the claim.

4.2.1.5 With each and every claim, the Contractor shall submit to the Owner a notarized statement containing the following language:

“Under penalty of law (including perjury and/or false/fraudulent claims against the State), the undersigned,

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Title)

Of \_\_\_\_\_ (Company)

hereby certifies, warrants, and guarantees that this claim made for Work on this Contract is a true statement of the costs, adjustments and/or time sought and is fully documented and supported under the contract between the parties.

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Date)”

4.2.2. Continuing Contract Performance.

4.2.2.1. Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Section 9.7.1 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents on the portion of the Work not involved in a Claim.

4.2.3. Claims for Cost or Time for Concealed or Unknown Conditions.

4.2.3.1 If conditions are encountered at the site which are: (a) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents; or, (b) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed.

4.2.3.2 The Owner and Contractor will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, Contractor will recommend an equitable adjustment in the Contract

Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall so notify the Contractor in writing, stating the reasons. Claims by the Contractor in opposition to such determination must be made within twenty-one (21) days after the date of the Owner's decision.

4.2.3.3 If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be subject to further proceedings pursuant to Section 4.3.

4.2.3.4 Nothing in this section shall relieve the Contractor of its obligation to adequately and sufficiently investigate, research, and examine the site, the site survey, topographical information, and the geotechnical information available whether included by reference or fully incorporated in the Contract Documents.

#### 4.2.4. Claims for Additional Cost.

4.2.4.1 If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

4.2.4.2 If the Contractor believes additional cost is involved for reasons including but not limited to: (a) an order by the Owner to stop the Work solely for the Owner's convenience or where the Contractor was not at least partially at fault; (b) a written order for a minor change in the Work issued by the Owner; (c) failure of payment by the Owner per the terms of the Contract; (d) termination of the Contract by the Owner; or, (e) other reasonable grounds, the Contractor can pursue the Claim in accordance with Section 4.3.

#### 4.2.5. Claims for Additional Time

4.3.5.1. If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as specified in these General Conditions shall be provided along with the notarized certification. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay for the same event or cause only one Claim is necessary. However, separate and distinct written notice is required for each separate event.

#### 4.3.5.2. Weather Delays:

4.2.5.2.1 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction activities.

4.2.5.2.2 Inclement or adverse weather shall not be a prima facie reason for the granting of an extension of time, and the Contractor shall make every effort to continue work under prevailing conditions. The Owner may grant an extension of time if an unavoidable delay occurs as a result of inclement/severe/adverse weather and such shall then be classified as a "Delay Day". Any and all delay days granted by the Owner are and shall be non-compensable in any manner or form. The Contractor shall comply with the notice requirements concerning instances of inclement/severe/adverse weather before the Owner will consider a time extension. Each day of inclement/severe/adverse weather shall be considered a separate instance or event and as such, shall be subject to the notice requirements.

- 4.2.5.2.3 An "inclement", "severe", or "adverse" weather delay day is defined as a day on which the Contractor is prevented by weather or conditions caused by weather resulting immediately there from, which directly impact the current controlling critical-path operation or operations, and which prevent the Contractor from proceeding with at least 75% of the normal labor and equipment force engaged on such critical path operation or operations for at least 60% of the total daily time being currently spent on the controlling operation or operations.
- 4.2.5.2.4 The Contractor shall consider normal/typical/seasonal weather days and conditions caused by normal/typical/seasonal weather days for the location of the Work in the planning and scheduling of the Work to ensure completion within the Contract Time. No time extensions will be granted for the Contractor's failure to consider and account for such weather days and conditions caused by such weather for the Contract Time in which the Work is to be accomplished.
- 4.2.5.2.5 A "normal", "typical", or "seasonal" weather day shall be defined as weather that can be reasonably anticipated to occur at the location of the Work for each particular month involved in the Contract Time. Each month involved shall not be considered individually as it relates to claims for additional time due to inclement/adverse/severe weather but shall consider the entire Contract Time as it compares to normal/typical/seasonal weather that is reasonably anticipated to occur. Normal/typical/seasonal weather days shall be based upon U.S. National Weather Service climatic data for the location of the Work or the nearest location where such data is available.
- 4.2.5.2.6 The Contractor is solely responsible to document, prepare and present all data and justification for claiming a weather delay day. Any and all claims for weather delay days shall be tied directly to the current critical-path operation or operations on the day of the instance or event which shall be delineated and described on the Critical- Path Schedule and shall be provided with any and all claims. The Contractor is solely responsible to indicate and document why the weather delay day(s) claimed are beyond those weather days which are reasonably anticipated to occur for the Contract Time. Incomplete or inaccurate claims, as determined by the Owner, may be returned without consideration or comment.
- 4.2.5.3 Where the Contractor is prevented from completing any part of the Work with specified durations or phases due to delay beyond the control of both the Owner and the Contractor, an extension of the contract time or phase duration in an equal amount to the time lost due to such delay shall be the Contractor's sole and exclusive remedy for such delay.
- 4.2.5.4 Delays attributable to and/or within the control of subcontractors and suppliers are deemed to be within the control of the Contractor.
- 4.2.5.5 In no event shall the Owner be liable to the Contractor, any subcontractor, any supplier, Contractor's surety, or any other person or organization, for damages or costs arising out of or resulting from: (1) delays caused by or within the control of the Contractor which include but are not limited to labor issues or labor strikes on the Project, federal, state, or local jurisdiction enforcement actions related directly to the Contractor's Work (e.g. safety or code violations, etc.); or, (2) delays beyond the control of both parties including but not limited to fires, floods, earthquakes, abnormal weather conditions, acts of God, nationwide material shortages, actions or inaction by utility owners, emergency declarations by federal, state, or local officials enacted in the immediate vicinity of the project.

#### 4.2.6. Claims for Consequential Damages.

4.2.6.1 The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

4.2.6.1.1 damages incurred by the Owner for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and,

4.2.6.1.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, income, and for loss of profit.

4.2.6.2 This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this waiver of consequential damages shall be deemed to preclude an award of liquidated or actual damages, when applicable, in accordance with the requirements of the Contract Documents.

### 4.3. RESOLUTION OF CLAIMS, DISPUTES, AND CONTROVERSIES

4.3.1. Either party may submit a Claim to the other party in accordance with the Contract. After submission of the Claim, the parties will attempt in good faith to resolve the Claim through negotiation.

4.3.2. A Claim subject to or related to liens or bonds shall be governed by applicable law regarding notices, filing deadlines, and resolution of such Claim prior to any resolution of such Claim as provided herein, except for claims made by the Owner against the Contractor's bonds.

4.3.3. Pending final resolution of a Claim, including but not limited to settlement, mediation, or initiation of court proceedings, unless otherwise mutually agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract on Work or amounts not in dispute.

4.3.4. Any claim, controversy, or dispute between the parties, their agents, employees, or representatives shall be resolved first by negotiation between senior-level personnel from each party duly authorized to execute settlement agreements. Upon mutual agreement of the parties, the parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions.

4.3.5. If the parties are unable to resolve the Claim or other dispute within thirty (30) days from the date the Claim or other dispute was first raised by a party, then such dispute shall be resolved in a court of competent jurisdiction in Cascade County, Montana and no other venue.

## 5. ARTICLE 5 – SUBCONTRACTORS

### 5.1. DEFINITION

5.1.1. A Subcontractor is a person or entity who has a direct or indirect contract at any tier or level with the Contractor or any Subcontractor to the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

## **5.2. AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

- 5.2.1. Unless otherwise stated in the Contract Documents or is subject to bidding, the Contractor, as soon as practicable after award of the Contract and in no instance later than thirty (30) days after award of the Contract, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner will promptly reply to the Contractor in writing stating whether or not the Owner, after due investigation, has reasonable objection to any such proposed person or entity.
- 5.2.2. The Contractor shall not contract with a proposed person or entity to which the Owner has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
- 5.2.3. If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.
- 5.2.4. The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner makes reasonable objection to such substitute. The Contractor shall not change or substitute for a Subcontractor who was required to be listed on the bid without first getting the approval of the Owner.

## **5.3. SUBCONTRACTUAL RELATIONS**

- 5.3.1. By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.
- 5.3.2. Upon written request by the Owner, the Contractor shall require its subcontractors to provide to it performance and payment securities for their portion of the Work in the types and form defined in statute (MCA §§ 18-2-201 and 18-2-203) for all sub-contractual agreements.
- 5.3.3. The Contractor shall prepare a Subcontractors' and Suppliers' chart in a format acceptable to the Owner which lists by name, all contact information, job category, and responsibility the Contractor's Subcontractors (at all tiers or levels) and Suppliers with a pecuniary interest in the Project of greater than \$5,000.00. The chart shall be provided to the Owner at the time of the preconstruction

conference but no less than thirty (30) days after receiving the Notice to Proceed for construction.

5.3.4. All Contractors and Subcontractors to this contract must comply with all Montana Department of Labor and Industry requirements, regulations, rules, and statutes.

5.3.5. In compliance with state statutes, the Contractor will have the 1% Gross Receipts Tax withheld from all payments. Each "Public Contractor" includes all Subcontractors with contracts greater than \$5,000 each. The Contractor and all Subcontractors will withhold said 1% from payments made to all Subcontractors with contracts greater than \$5,000.00 and make it payable to the Montana Department of Revenue. The Contractor and all Subcontractors shall also submit documentation of all contracts greater than \$5,000.00 to the Montana Department of Revenue on the Department's prescribed form.

#### **5.4. CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

5.4.1. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

5.4.1.1. assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and,

5.4.1.2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

5.4.2. Upon such assignment, if the Work has been suspended for more than thirty (30) days as a result of the Contractor's default, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension. Such adjustment shall be at the expense of the Contractor.

5.4.3. The Contractor shall engage each of its subcontractors and suppliers with written contracts that preserve and protect the rights of the Owner and include the acknowledgement and agreement of each subcontractor and supplier that the Owner is a third-party beneficiary of their sub-contractual and supplier agreements. The Contractor's agreements shall require that in the event of default by the Contractor or termination of the Contractor, and upon request of the Owner, the Contractor's subcontractors and suppliers will perform services for the Owner.

5.4.4. Construction Contractor Registration: All Subcontractors at any tier or level are required to be registered with the Department of Labor and Industry under MCA §§ 39-9-201 and 39-9-204 prior to the Contract being executed by the Owner. Subcontractors shall demonstrate to the Contractor that it has registered or promises that it will register immediately upon notice of award and prior to the commencement of any work.

5.4.5. An assignment of the subcontract agreement by the Contractor to the Owner shall not constitute a waiver by Owner of its rights against Contractor, including, but not limited to, claims for defaults, delays or defects for which a subcontractor or material vendor may also be liable.

### **6. ARTICLE 6 – CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

#### **6.1. OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

6.1.1. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall

make such Claim as provided in Section 4.2.

- 6.1.2. When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- 6.1.3. The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.
- 6.1.4. Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.
- 6.1.5. The Owner reserves the right to perform other non-Project-related construction work, maintenance and repair work, and operations at the site and near the site during the time period of the Work.

## **6.2. MUTUAL RESPONSIBILITY**

- 6.2.1. The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- 6.2.2. If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.
- 6.2.3. The Contractor shall reimburse the Owner for costs the Owner incurs which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.
- 6.2.4. The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 12.2.
- 6.2.5. The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.
- 6.2.6. If a Subcontractor or separate contractor initiates legal or other proceedings against the Owner on account of damage alleged to have been caused by the Contractor or its employees, agents, or subcontractors, the Owner shall notify the Contractor who shall defend such proceedings at its own expense, and if judgment or award against the Owner arises therefrom, the Contractor shall pay or

satisfy it and shall reimburse the Owner for attorneys' fees and court or other costs which the Owner has incurred over and above those paid for directly by the Contractor.

### **6.3. OWNER'S RIGHT TO CLEAN UP**

6.3.1. If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Owner will determine the responsibility of those involved and allocate the cost accordingly.

## **7. ARTICLE 7 – CHANGES IN THE WORK**

### **7.1. GENERAL**

7.1.1. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive, or order for a minor change in the Work subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Minor changes as ordered by the Owner has the definition provided in Section 7.4.

7.1.2. A Change Order shall be based upon agreement between the Owner and Contractor; a Construction Change Directive requires agreement by the Owner and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner alone.

7.1.3. Changes in the Work shall be performed under applicable provisions of the Contract Documents and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

7.1.4. No act, omission, or course of dealing, shall alter the requirement that Change Orders or Construction Change Directives shall be in writing and signed by the Owner, and that Change Orders and Construction Change Directives are the exclusive method for effecting any adjustment to the Contract. The Contractor understands and agrees that neither the Contract Sum nor the Contract Time can be changed by implication, oral agreement, verbal directive, or unsigned Change Order.

### **7.2. CHANGE ORDERS**

7.2.1. A Change Order is a written instrument prepared by the Contractor and signed by the Owner and Contractor, stating their agreement upon all of the following:

7.2.1.1. change in the Work;

7.2.1.2. the amount of the adjustment, if any, in the Contract Sum; and,

7.2.1.3. the extent of the adjustment, if any, in the Contract Time.

7.2.2. The cost or credit to the Owner resulting from a change in the Work shall be determined as follows:

7.2.2.1. per the limitations of this section, plus a maximum total combined allowance of \_\_\_\_% for overhead and profit for the GCCM. The allowance for overhead and for profit are limited to the percentage as specified herein unless they are determined to be unreasonable by the Owner (not the Contractor) per Section 7.3.9 for each Change Order or Construction Change Directive; or,

7.2.2.2. by one of the methods in Section 7.3.4, or as determined by the Owner per Section 7.3.9, plus a maximum total combined allowance of \_\_\_\_% for overhead and profit for the GC/CM.



Subcontractors shall be limited to a maximum total combined allowance of **15.0%** for overhead and profit. The allowances for overhead and for profit are limited to the percentages as specified herein unless they are determined to be unreasonable by the Owner (not the Contractor) per Section 7.3.9 for each Change Order or Construction Change Directive.

- 7.2.2.3. The Contractor's proposed increase or decrease in cost shall be limited to costs listed in Sections 7.3.9.1 through 7.3.9.5.
- 7.2.3. The Contractor shall not submit any Change Order, response to requested cost proposals, or requested changes which are incomplete and do not contain full breakdown and supporting documentation in the following three areas:
- 7.2.3.1. Itemized direct costs (only those listed in Sections 7.3.9.1 through 7.3.9.5 are allowable);
- 7.2.3.2. Itemized indirect costs (as defined by Section 7.2.5); and
- 7.2.3.3. Itemized Delay and Cost Impact Items (e.g. time extensions, credits, logic, reasonableness, impacts, disruptions, dilution).
- 7.2.3.4. The Contractor shall provide a complete description detailing and summarizing all work involved.
- 7.2.4. Any Change Order, responses to requested proposals, or requested changes submitted by the Contractor which, in the opinion of the Owner, are incomplete, may be rejected and returned to the Contractor without comment. It is the responsibility of and incumbent upon the Contractor to ensure and confirm that all Change Orders, responses to requested proposals, or requested changes are complete prior to submission.
- 7.2.5. Overhead, applicable to all areas and sections of the Contract Documents, means "Indirect Costs" as referenced in Section 7.2.3.2. Indirect costs are inclusive of, but not limited to, the following: home office overhead; off-site supervision, except as directly related to the work; home office project management, except as directly related to the work; effects of disruption and dilution of management and supervision off-site; time delays; coordination of trades; postage and shipping; and, effective increase in guarantee and warranty durations. Indirect costs applicable to any and all changes in the work, either through Change Order or Construction Change Directive, are limited to the percentage allowance for overhead in Section 7.2.2.
- 7.2.6. By signature on any Change Order, the Contractor certifies that the signed Change Order is complete and includes all direct costs, indirect costs and consequential items (including additional time, if any) and is free and clear of all claims or disputes (including, but not limited to, claims for additional costs, additional time, disruptions, and/or impacts) in favor of the Contractor, subcontractors, material suppliers, or other persons or entities concerning the signed change order and on all previously contracted Work and does release the Owner from such claims or demands.
- 7.2.7. Any and all changes or adjustments to the Contract Time requested or claimed by the Contractor as a result of a Change Order shall require documentation and justification for the adjustment by a Critical Path Method analysis of the Contractor's most recent Critical Path Schedule in use prior to the change. Changes which affect or concern activities containing float or slack time (i.e. not on the critical path) and which can be accomplished within such float or slack time, shall not result in an increase in the Contract Time.
- 7.2.8. Supervision means on-site, field supervision and not home office overhead, off-site management or off- site supervision, except as directly related to the work.
- 7.2.9. Labor means those persons engaged in construction occupations as defined in Montana Prevailing Wage Rates applicable to the Project and does not include design, engineering, superintendence,

management, on-site field supervision, home office or other off-site management, off-site supervision, office or clerical work.

7.2.10. No such change is effective until the Owner and Contractor sign the Change Order.

### **7.3. CONSTRUCTION CHANGE DIRECTIVES**

- 7.3.1. A Construction Change Directive is a written order prepared and signed by the Owner, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- 7.3.2. Any and all changes or adjustments to the Contract Time requested or claimed by the Contractor as a result of a Construction Change Directive, shall require documentation and justification for the adjustment by a Critical Path Method analysis of the Contractor's most recent Critical Path Schedule in use prior to the change. Changes that affect or concern activities containing float or slack time (i.e. not on the critical path) and which can be accomplished within such float or slack time shall not result in an increase in the Contract Time.
- 7.3.3. A Construction Change Directive shall be used in the absence of agreement on the terms of a Change Order.
- 7.3.4. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
- 7.3.4.1. mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
  - 7.3.4.2. unit prices stated in the Contract Documents or subsequently agreed upon;
  - 7.3.4.3. cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee;
  - 7.3.4.4. by actual cost as shown by the Contractor's and Subcontractor's itemized invoices; or
  - 7.3.4.5. as provided in Section 7.3.9.
- 7.3.5. Costs shall be limited to the following: cost of materials, including cost of delivery; cost of labor, including social security, old age and unemployment insurance and fringe benefits under collective bargaining agreements; workers' compensation insurance; bond premiums; and rental value of power tools and equipment.
- 7.3.6. Overhead and profit allowances shall be limited on all Construction Change Directives to those identified in 7.2.2.
- 7.3.7. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- 7.3.8. A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.9. If the Contractor does not respond or disagrees with the method for adjustment in the Contract Sum in writing within seven (7) days, the method and the adjustment made shall be determined by the Owner on the basis of reasonable expenditures and/or savings of those performing the Work directly attributable to the change including, in the case of an increase in the Contract Sum, plus an allowance for overhead and profit as listed under Section 7.2.2. In such case, and also under Clause 7.3.4.3, the Contractor shall keep and present, in such form as the Design Consultant may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.9 shall be limited to the following:

7.3.9.1. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance as determined by the Prevailing Wage Schedules referenced in the Contract Documents;

7.3.9.2. costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

7.3.9.3. rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

7.3.9.4. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and,

7.3.9.5. additional costs of field supervision and field office personnel directly attributable to the change.

7.3.10. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.11. Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Owner will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

7.3.12. When the Owner and Contractor reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### **7.4. MINOR CHANGES IN THE WORK**

7.4.1. The Owner may order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

### **8. ARTICLE 8 – TIME**

#### **8.1. DEFINITIONS**

8.1.1. Time is of the essence in performance, coordination, and completion of the Work contemplated herein. The Owner may suffer damages if the Work is not completed as specified herein. When

any duration or time period is referred to in the Contract Documents by days, the first day shall be determined as the day following the current day of any event or notice starting a specified duration.

- 8.1.2. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- 8.1.3. The date of commencement of the Work is the date established in the NOTICE TO PROCEED AS ISSUED BY THE OWNER.
- 8.1.4. The date the Contractor reaches Substantial Completion is the date certified by the Owner in accordance with Section 9.8.
- 8.1.5. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.
- 8.1.6. Liquidated Damages. The GC/CM acknowledges that the Owner will sustain damages as a result of the GC/CM's failure to substantially complete the Project in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the Project, engineering costs to complete the Project, and costs associated with Contract administration and use of temporary facilities. The GC/CM and the Owner acknowledge that the actual amount of damages would be difficult to determine accurately and agree that that the following liquidated damages figure represents a reasonable estimate of such damages and is not a penalty:
  - 8.1.6.1 The Contractor and his surety shall be liable for and shall pay to the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the Work is substantially complete: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).
- 8.1.7. The Contractor shall not be charged liquidated or actual damages when delay in completion of the Work is due to:
  - 8.1.7.1. Any preference, priority or allocation order issued by a public authority having jurisdiction over this Project;
  - 8.1.7.2. Unforeseeable cause beyond the control and without the fault or negligence of the Contractor, such as acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. All such occurrences resulting in delay must be documented and approved by Change Order; or,
  - 8.1.7.3. Any delays of Subcontractors or suppliers occasioned by any of the causes specified in 8.1.7.1 and 8.1.7.2 of this article.
- 8.1.8. The Contractor is completely obligated and responsible to provide written notice of each day of delay as provided for in Section 3.1.8. If delays to the Project are encountered for any reason, the GC/CM and Owner shall collaborate and mutually take reasonable steps to mitigate the effects of such delays, regardless of cause or fault. In order to mitigate the effects of delays, it is incumbent upon and the responsibility of the GC/CM to provide notification of delays as provided in Section 3.10.8. The Owner may require the GC/CM to accelerate its Work or Services by increasing workers and equipment, working overtime, or scheduling additional shifts. If the GC/CM is behind schedule for reasons other than delays beyond the control of both parties as provided in Section 4.2.5.3 or compensable delays, the acceleration costs will be borne by the GC/CM, who may allocate Contractor's Contingency in payment of such costs. If the GC/CM is directed to accelerate to overcome an Owner-caused delay that would otherwise entitle the GC/CM to an extension of the Contract Time and/or additional compensation, then the corresponding cost increase of acceleration shall be attributable to the Owner.

- 8.1.9. Contract Time. All work shall reach Substantial Completion (or Final Acceptance) by the date fixed in the Guaranteed Maximum Price Agreement.

## **8.2. PROGRESS AND COMPLETION**

- 8.2.1. Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Contract the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
- 8.2.2. The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, including but not limited to through an Early Work Amendment, prematurely commence operations on the site or elsewhere prior to the date on the Notice to Proceed and in no case prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance.
- 8.2.3. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.
- 8.2.4. If the Contractor falls behind the latest construction schedule by more than fourteen (14) days through its own actions or inaction, neglect, inexperience, lack of oversight and management of the Work including that of any Subcontractors, written notice to the Owner shall be provided within three (3) days with explanation of how the Contractor intends to get back on schedule. Response to getting back on schedule consists of providing a sufficient number of qualified workers and/or proper materials or an acceptably reorganized schedule to regain the lost time in a manner acceptable to the Owner.
- 8.2.5. Completion of the work within the stated time and/or by the date stated on the Notice to Proceed is of the essence of this Contract and failure to complete, without approved time extension, may be considered default of the Contract. At the time for completion as stated on the Notice to Proceed or as extended by approved change order, if the work is not substantially complete, the Owner may notify the Contractor and the Contractor's surety company in writing of the recourse the Owner intends to take, within the Contract, to assess liquidated damages and /or cause the Work to be completed.

## **8.3. DELAYS AND EXTENSIONS OF TIME**

- 8.3.1. If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending mediation or other alternative dispute resolution ("Excusable Delay"), then the Contract Time shall be extended by Change Order for such reasonable time as the Owner and Contractor may agree.
- 8.3.2. Claims relating to time shall be made in accordance with applicable provisions of Section 4.2.
- 8.3.3. This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## **9. ARTICLE 9 – PAYMENTS AND COMPLETION**

### **9.1. CONTRACT SUM**

- 9.1.1. The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

## **9.2. SCHEDULE OF VALUES**

- 9.2.1. Before the first Application for Payment, the Contractor shall submit to the Owner a schedule of values allocating the entire Contract Sum to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

## **9.3. APPLICATIONS FOR PAYMENT**

- 9.3.1. The Contractor shall submit to the Owner itemized Applications for Payment for Work completed on a monthly basis in accordance with a schedule approved by the Owner. Each Application for Payment must be consistent with the Schedule of Values. Such application shall be signed and supported by such data substantiating the Contractor's right to payment as the Owner may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents.
- 9.3.2. The form of Application for Payment must be a form as may be mutually agreed to by the Owner and Contractor, which can include the AIA Document G702, Application and Certificate for Payment, supported by AIA Document G703, Continuation Sheet (latest edition), EJCD C-620 Contractor's Application for Payment, or such other form as agreed to by the parties. The application must be notarized and supported by sufficient data to demonstrate the Contractor's right to payment and compliance with the payment provisions of the Contract to the satisfaction of the Owner, such as copies of requisitions from Subcontractors and material suppliers, partial lien waivers, releases and other documents. Each Application for Payment must reflect approved Contract Modifications and the Contract retainage provided for in the Contract Documents.
- 9.3.3. The Contractor's Application for Payment shall constitute a representation to the Owner, based upon the Contractor's determination at the site and on the data comprising the Subcontractors' and Material Suppliers' applications for payment, that, to the best of the Contractor's knowledge, information, and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of testing and inspections performed, to minor deviations from the Contract Documents correctable prior to the completion and to specific qualifications expressed by the Contractor in writing. The issuance of an Application for Payment shall further constitute a representation that the various Subcontractors are entitled to payment in the amount sought under the application for payment.
- 9.3.4. As provided in Section 7.3.11, such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.
- 9.3.5. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier.
- 9.3.6. Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

- 9.3.7. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.
- 9.3.8. Until the Work is complete, the Owner will pay 95% of the amount due the Contractor on account of progress payments. For purposes of this section, "complete" shall mean (a) the Contractor has fully performed the Contract; (b) the Contractor has completed all Punch List items to the satisfaction of the Owner; (c) the Contractor has delivered to the Owner all Project close-out documents in duplicate; and (d) the applicable governmental authorities have issued to the Owner the final use and occupancy permit for the Project.
- 9.3.8.1. If the Work and its progress are not in accordance with all or any part, piece, or portion of the Contract Documents, the Owner may, at its sole discretion and without claim by the Contractor, increase the amount held as retainage to whatever level deemed necessary to effectuate performance and progress of the Work, for anticipated repairs, warranties or completion of the Work by the Contractor or through the letting of other contracts. The Contractor will not be entitled to additional costs, expenses, fees, time, and such like, in the event the Owner increases the amount held as retainage due to non-compliance and/or non-performance with all or any part, piece, or portion of the Contract Documents.
- 9.3.8.2. Prior to the first Application for Payment, the Contractor shall submit the following information on the appropriate forms:
- 9.3.8.2.1. Schedule of Values: This form shall contain a breakdown of the Bid Packages and/or other costs associated with the various portions of the Work and shall be the basis for the progress payments to the Contractor.
- 9.3.8.2.2. Project/Progress Schedule: If no Schedule (or revised Schedule) is provided with each and every Application for Payment, the Owner may return the pay request, or hold it, and may choose not pay for any portion of the Work until the appropriate Schedule, indicating all changes, revisions and updates, is provided. No claim for additional costs or interests will be made by the Contractor or any subcontractor on account of holding or non-payment of the Periodic Estimate for Partial Payment request.
- 9.3.8.3. The Contractor may submit obligations/securities in a form specified in MCA § 18-1-301 to be held by a Financial Institution in lieu of retainage by the Owner. The Owner will establish the amount that would otherwise be held as retainage. Should the Contractor choose to submit obligations/securities in lieu of retainage, the Owner will require the Financial Institution to execute the Owner's Account Agreement for Deposit of Obligations Other Than Retainage on such form as shall be acceptable to the City Attorney prior to submission of any obligations/securities in accordance with MCA § 18-1-302. The Contractor must extend the opportunity to participate in all obligations/securities in lieu of retainage on a pro rata basis to all subcontractors involved in the project and shall be solely responsible for the management and administration of same. The Owner assumes no liability or responsibility from or to the Contractor or Subcontractors regarding the latter's participation.
- 9.3.8.4. In the Application for Payment, the Contractor must certify in writing that, in accordance with contractual arrangements, Subcontractors and suppliers (a) have been paid from the proceeds of previous progress payments; and (b) will be paid in a timely manner from the proceeds of the progress payment currently due. In the event the Contractor has not paid or does not pay as certified, such failure constitutes a ground for termination under Section 14.2, unless Owner agrees in Owner's sole discretion that Contractor has a reasonable basis

for not having made the payment.

#### **9.4. OWNER'S APPROVAL OF APPLICATIONS FOR PAYMENT**

9.4.1. The Owner will, within seven (7) days after receipt of the Contractor's Application for Payment, either approve the Application for Payment for such amount as the Owner determines is properly due, or notify the Contractor in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

#### **9.5. DECISIONS TO WITHHOLD APPROVAL OF APPLICATION FOR PAYMENT**

9.5.1. The Owner may reject an Application for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, or, because of subsequently discovered evidence, may nullify the whole or a part of an approval previously issued, to such extent as may be necessary to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.4, because of:

9.5.1.1. defective Work not remedied;

9.5.1.2. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

9.5.1.3. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

9.5.1.4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

9.5.1.5. damage to the Owner or another contractor;

9.5.1.6. reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or,

9.5.1.7. failure to carry out the Work in accordance with the Contract Documents.

9.5.2. When the above reasons for withholding approval are removed, payment approval will be given for amounts previously withheld.

9.5.3. If the Owner withholds payment approval under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Contractor and the Contractor will reflect such payment on the next Application for Payment.

#### **9.6. PROGRESS PAYMENTS**

9.6.1. After the Owner has approved an Application for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents.

9.6.2. The Contractor shall promptly pay each Subcontractor no later than seven (7) days after receipt of payment from the Owner the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.



- 9.6.3. The Contractor is prohibited from holding higher amounts in retainage on any Subcontractor than the Owner is holding from the Contractor.
- 9.6.4. The Owner will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner on account of portions of the Work done by such Subcontractor.
- 9.6.5. The Owner shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.
- 9.6.6. Contractor payment to material suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3, 9.6.4, and 9.6.5.
- 9.6.7. A progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.
- 9.6.8. A one percent (1%) Montana Gross Receipts Tax will be withheld from all payments to the Contractor in accordance with MCA § 15-50-205, et seq. The Contractor shall be responsible for withholding the 1% gross receipts tax from payments made by the Owner to the Contractor for Work performed by Subcontractors and the Contractor will file and transmit the necessary forms to the Montana Department of Revenue attendant to such subcontracts within ten (10) days of the award of the subcontract. All amounts withheld for the 1% gross receipts tax are in addition to any retainage amounts otherwise authorized under the Agreement.

## **9.7. FAILURE OF PAYMENT**

- 9.7.1. If the Owner does not pay the Contractor within thirty (30) days after the Contractor submits an Application for Payment, the Contractor may file a claim in accordance with Article 4 of these Conditions.

## **9.8. SUBSTANTIAL COMPLETION**

- 9.8.1. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.
- 9.8.2. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is Substantially Complete, the Contractor shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected ("Punch List") prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- 9.8.3. In addition to the Punch List, the Contractor must submit the following with its request for a determination of Substantial Completion:
  - a. A use and occupancy permit;
  - b. final test reports as required by the Contract and certificates of inspection and approval required for use and occupancy;
  - c. Fire Inspection or report;
  - d. approvals from, and transfer documents for, all utilities;
  - e. Warranties and Guarantees and provided in this Contract; and
  - f. schedule to complete the Punch List and value of Work not yet complete.
- 9.8.4. Upon receipt of the Contractor's Punch List, the Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's Inspection

discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Contractor shall then submit a request for another inspection by the Owner to determine Substantial Completion.

9.8.5. The Contractor shall ensure the project is Substantially Complete prior to requesting any inspection by the Owner so that no more than one (1) inspection is necessary to determine Substantial Completion for all or any portion of the Work. If the Contractor does not perform adequate inspections to develop a comprehensive list as required in Section 9.8.2 and does not complete or correct such items upon discovery or notification, the Contractor shall be responsible and pay for the costs of the Owner's additional inspections to determine Substantial Completion. Prior to the inspection, the Contractor shall complete the final clean-up of the Project site which, unless otherwise stated in the Contract Documents, shall consist of:

9.8.5.1 Removal of all debris and waste. All construction debris and waste shall be removed from the campus grounds. Use of the Owner trash containers will not be permitted;

9.8.5.2 Cleaning of exterior and interior surfaces exposed to view;

9.8.5.3 Removal of temporary labels, stains, putty, soil, paint and foreign substances from all surfaces, including glass and painted surfaces;

9.8.5.4 Cleaning equipment and fixtures to a sanitary condition;

9.8.5.5 Replacement of air filters in mechanical equipment;

9.8.5.6 Removal of obstructions and flush debris from drainage system;

9.8.5.7 Cleaning site, including sweeping paved areas and raking clean other surfaces;

9.8.5.8 Repairing all Work damaged during cleaning; and

9.8.5.9 Removal of all temporary structures and barricades.

9.8.6. When the Owner agrees that the Work or designated portion thereof is Substantially Complete, the Contractor will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion and which shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance. After issuance of the Certificate of Substantial Completion, the Contractor shall finish and complete all remaining items within thirty (30) days of the date on the Certificate. The Owner shall identify and fix the time for completion of specific items which may be excluded from the thirty (30) calendar day time limit. Failure to complete any items within the specified time frames may be deemed by the Owner as default of the Contract on the part of the Contractor.

9.8.7. The Certificate of Substantial Completion shall be submitted to the Owner for its written acceptance of responsibilities assigned to Owner and Contractor in such Certificate. Upon such acceptance and consent of surety if there are claims or past payment issues, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

9.8.8. To the extent provided in the Contract Documents or in the Certificate of Substantial Completion, the Owner, upon execution of the Certificate of Substantial Completion or occupation by the Owner

of the Work in accordance with Section 9.9, whichever occurs first, will assume responsibility for security, operation, safety, maintenance, heat, utilities, damage to the Work (other than damage caused by the Contractor) and insurance.

- 9.8.9. Upon execution of the Certificate of Substantial Completion, the Contractor will deliver custody and control of such Work to the Owner. The Owner will thereafter provide the Contractor reasonable access to such Work to permit the Contractor to fulfill the correction, completion and other responsibilities remaining under the Contract and the Certificate of Substantial Completion.
- 9.8.10. At the time of Substantial Completion, in addition to removing rubbish and leaving the building "broom clean," the Contractor must replace any broken or damaged materials, remove stains, spots, marks and dirt from decorated Work, and comply with such additional requirements, if any, which may be specified in the Contract Documents.

### **9.9. PARTIAL OCCUPANCY OR USE**

- 9.9.1. The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion Substantially Complete, the Contractor shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor.
- 9.9.2. Immediately prior to such partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.
- 9.9.3. Any agreement as to the acceptance of Work not complying with the requirements of the Contract Documents shall not be valid unless in writing. Unless otherwise agreed upon in writing, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

### **9.10. FINAL COMPLETION AND FINAL PAYMENT**

- 9.10.1. When the Contractor has completed or corrected all items on the final Punch List and considers that the Work is complete and ready for final acceptance, the Contractor must give written notice to the Owner and request a final inspection of the Work as provided in Section 9.10.2. The Contractor's notice and request for final inspection must be accompanied by a final Application for Payment and the Submittals required by Section 9.10.3.
- 9.10.2. Upon receipt of Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection and, when the Owner concurs that the Work has been fully completed and is acceptable under the Contract Documents, the Contractor will prepare and submit a Certificate of Final Completion to the Owner. The Contractor's notice and request for final inspection constitutes a representation by the Contractor to the Owner that the Work has been completed in accordance with the terms and conditions of the Contract Documents. The Owner will promptly notify the

Contractor if the Owner does not concur that the Work is finally complete. In such case, the Contractor must bear the reasonable cost of any additional services of the Owner until the Work is determined to be finally complete. When the Owner concurs the Work has been fully completed, Owner will approve the Contractor's final Application for Payment.

- 9.10.3. Neither final payment nor any remaining retainage shall become due until the Contractor submits to the Owner:
- 9.10.3.1 an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied;
  - 9.10.3.2 a release or waiver of all claims, including all lien releases, except those that are pending;
  - 9.10.3.3 a certificate evidencing that the Contractor's liability insurance and Performance Bond required by the Contract Documents remain in effect during the two-year correction period following Substantial Completion as set forth in Section 12.2.2.1 and 12.2.2.2, and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner;
  - 9.10.3.4 a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents;
  - 9.10.3.5 Consent of Surety Company to Final Payment or other form prescribed by the Owner; and,
  - 9.10.3.6 if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner;
  - 9.10.3.7 a certified building location survey and as-built site plan in the form and number required by the Contract Documents;
  - 9.10.3.8 all warranties and bonds required by the Contract Documents;
  - 9.10.3.9 Record Documents as provided in Section 3.11; and
  - 9.10.3.10 documentation of approval by all authorities having jurisdiction that all necessary permits and licenses have been issued in the name of the Owner as to allow closeout and satisfaction of all requirements including the submission of acceptable as-built drawings and other required documents.
  - 9.10.3.11 final, approved operating and maintenance manuals; and
  - 9.10.3.12 all documents and verification of training required in accordance with any Commissioning Plan.
- 9.10.4. The Contractor and his surety accepts and assumes responsibility, liability, and costs for and agrees to defend and hold harmless the Owner for and against any and all actions as a result of the Owner making final payment.
- 9.10.5. By submitting any Application for Payment to the Owner, the Contractor and his surety certify and declare that all bills for materials, supplies, utilities and for all other things furnished or caused to be furnished by the Contractor and all Subcontractors and used in the execution of the Contract will be fully paid upon receipt of Final Payment and that there are no unpaid obligations, liens, claims, security interests, encumbrances, liabilities and/or demands of State Agencies,

subcontractors, suppliers, mechanics, laborers or any others resulting from or arising out of any work done, caused to be done or ordered to be done by the Contractor under the Contract.

9.10.6. The date of Final Payment by the Owner shall constitute Final Acceptance of the Work. The determining date for the expiration of the warranty period shall be as specified in Sections 3.5 and 12.2.2.

9.10.7. If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Contractor, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Owner. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.10.8. Acceptance of final payment by the Contractor, a Subcontractor, or material supplier, shall constitute a waiver of any and all obligations, liens, claims, security interests, encumbrances and/or liabilities against the Owner except those previously made in writing per the requirements of Section 4.3 and as yet unsettled at the time of submission of the final Application for Payment.

9.10.9. The Owner's issuance of Final Payment does not constitute a waiver or release of any kind regarding any past, current, or future claim the Owner may have against the Contractor and/or the surety.

## **10. ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY**

### **10.1. SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor, at its sole cost and expense, shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall maintain on site a material safety data sheet on all chemicals and potentially hazardous materials brought on site by the Contractor or any subcontractor, supplier, or employee or agent of a subcontractor or supplier, including but not limited to paints, thinners, glues, mastics and solvents. The safety data sheets will be provided to the Owner upon Final Completion.

### **10.2 SAFETY OF PERSONS AND PROPERTY**

10.2.1 The Contractor must take reasonable precautions for the safety of, and must provide reasonable protection to prevent damage, injury or loss to:

10.2.1.1 All persons at the Site and other persons who may be affected by the Work or other operations of the Contractor;

10.2.1.2 the Work and materials and equipment to be incorporated therein or otherwise utilized in the performance of the Contract, whether in storage on or off the Site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

10.2.1.3 other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor must repair and/or replace that portion of the work and any materials or equipment to be incorporated therein and any tools or equipment of the Contractor necessary or

beneficial to performance of the Work which are damaged or stolen due to vandalism, theft or any other criminal mischief at its expense whether or not covered by insurance. No increase in the Contract Sum will be granted to the Contractor as a consequence of any delay, impacts or inefficiencies resulting from any act of vandalism, theft or other criminal mischief whether or not caused or contributed to by the Contractor's negligence. The Parties may agree to an extension of Contract Time in such circumstances as they agree is appropriate.

- 10.2.3 The Contractor must implement and maintain, as required by the Contract Documents, applicable laws and regulations and orders of public authorities having jurisdiction (without limitation OSHA and State of Montana safety agencies and authorities), manufacturers' instructions or recommendations, existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including issuing appropriate notices, distributing material safety data sheets and other hazard communication information, providing protective clothing and equipment, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- 10.2.4 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- 10.2.5 The Contractor must not load nor permit any part of any structure at the Site to be loaded or subjected to stresses or pressures so as to endanger its safety or that of adjacent structures or property.
- 10.2.6 The Contractor shall reject the use of any Hazardous Material in the construction of the Project, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. It is the Owner's intent to specify and approve only materials and products for this Project that are free of such hazardous material. If the Contractor becomes aware of that any Subcontractor, material supplier or manufacturer intends to supply or install products or services for the Project that contain such materials, the Contractor shall promptly notify the Owner in writing. Further, if any such materials are discovered in the course of the construction, the Contractor shall notify the Owner immediately. Construction Manager shall comply with all hazard communication requirements dictated by the Environmental Protection Agency, the Montana Department of Agriculture, OSHA, Hazard Communications Standard, 29 CFR 1910.1200, and applicable City of Great Falls ordinances. When explosives or other hazardous materials or equipment are stored or used or unusual methods are employed in the performance of the Work, the Contractor must exercise utmost care and conduct such activities under supervision of properly qualified personnel.
- 10.2.7 If either party suffers injury or damage to person or property because of an act or omission of the other party, or of any of the other party's employees or agents, or of others for whose acts it is contended that the other party is liable, written notice of such injury or damage, whether or not insured, must be given to the other party within a reasonable time not exceeding twenty-one (21) days after the onset or occurrence of such damage or injury or such shorter time as may be required by the Occupational Safety Hazards Administration (OSHA). The notice must provide sufficient detail to enable the other party to investigate the matter. If notice is not received within the time specified, any claim arising from the occurrence will be deemed to be conclusively waived, except to the extent of any applicable insurance (excluding self-insurance) coverage covering such occurrence. The provisions of this Section may not be used by the Contractor in lieu of the requirements of Article 7 when the Contractor is seeking an adjustment in the Contract Sum and are in addition to the requirements of Article 8 when the Contractor is seeking an adjustment in the Contract Time.
- 10.2.8 The Contractor must promptly remedy, at its sole cost and expense, damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a

Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, unless otherwise instructed in writing by the Owner. This obligation is in addition to, and not in limitation of, the Contractor's obligations for indemnification under Section 3.18 and the Contractor's responsibility to repair and or replace that portion of the Work and any materials and equipment to be incorporated therein which are damaged as a result of criminal mischief as specified in Section 10.2.2.

- 10.2.9 The Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner.

### **10.3 HAZARDOUS MATERIALS**

- 10.3.1 A "Hazardous Environmental Condition" means the presence at the Site of asbestos, PCBs, Petroleum, Hazardous Waste (as defined in Section 1004 of the Solid Waste Disposal Act, 42 S USC Section 6903, as amended), or radioactive material ("Hazardous Materials"), in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.
- 10.3.2 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. In the event the Contractor encounters on the Site material reasonably believed to be a Hazardous Material (other than those for which the Contractor may have specific responsibility for remediation under the Contract), and the Contractor's reasonable precautions will be inadequate to prevent foreseeable damage or injury and the Contractor cannot proceed with the Work in the absence of the removal, containment or remediation of the Hazardous Material, the Contractor must immediately stop Work in the area affected and report the condition to the Owner immediately upon discovery, followed by notice in writing within 24 hours of discovery.
- 10.3.2 Upon receipt of notice of suspected Hazardous Materials, Owner will cause an investigation to be made to verify the presence and extent of such materials, to determine whether such materials are in fact hazardous, and the steps necessary for their removal, containment or remediation. Owner shall be responsible for the cost of any such investigation, removal, containment or remediation.
- 10.3.3 If the Owner's investigation confirms the presence of Hazardous Materials which present a risk of injury or damage which will not be adequately protected against by the Contractor's reasonable precautions, then the Work in the affected area must not thereafter be resumed except at the written direction of the Owner. The Work in the affected area will be resumed promptly (i) in the absence of a finding of Hazardous Material by the Owner, (ii) upon the removal, containment or remediation of the Hazardous Materials, or (iii) upon the establishment of appropriate safety precautions.
- 10.3.4 The Contractor may request a change in the Contract Sum or Contract Time if the Contractor incurs additional costs on account of or is delayed by the Owner's work to remove, contain or remediate Hazardous Materials which has not been rendered harmless at the Site unless the Contractor is responsible for same under the Contract. Any such requested change in the Contract Sum or Contract Time must be made in writing within ten (10) days of discovery of any Hazardous Materials, which has not been rendered harmless giving rise to the request for the change and must fully comply with Articles 7, 8, and 11 or any claim will be deemed conclusively waived by the Contractor.
- 10.3.5 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the Site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

- 10.3.6 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible, except to the extent such claims are due to the Owner's fault or negligence.

#### **10.4 EMERGENCIES**

In an emergency affecting safety of persons or property, the Contractor must take all necessary action, without the necessity for any special instruction or authorization from the Owner, to prevent threatened damage, injury or loss. The Contractor must promptly, but in all events within twenty-four (24) hours of the emergency, report such action in writing to the Owner. If the Contractor incurs additional costs on account of or is delayed by such emergency, the Contractor may request a change in the Contract Sum or Contract Time to account for such additional costs or delay in accordance with Articles 7, 8 and 12. The Contractor must file any such request within ten (10) days of the emergency or it is deemed waived. Any adjustment in the Contract Sum or Contract Time shall be limited to the extent that the emergency work is not attributable to the fault or neglect of the Contractor or otherwise the responsibility of the Contractor under the Contract Documents.

#### **10.5 UTILITIES**

- 10.5.1 **Underground Utilities:** Buried utilities, including, but not limited to, electricity, gas, water, telephone, sewer, broadband coaxial computer cable, and fiber optic cables are very vulnerable and damage could result in loss of service.
- 10.5.2 "One Call" must be notified by phone and in writing at least 72 hours (3 business days) prior to digging to arrange and assist in the location of buried utilities in the field. (Dial 811). The Contractor shall mark the boundary of the work area. The boundary area shall be indicated with white paint and white flags. In winter, pink paint and flags will be accepted.
- 10.5.3 After buried utilities have been located, the Contractor shall be responsible for any utilities damaged while digging. Such responsibility shall include all necessary care including hand digging. Contractor's responsibility shall also include maintaining markings after initial locate. The area for such responsibility, unless otherwise indicated, shall extend 24 inches to either side of the marked center line of a buried utility line.
- 10.5.4 The Contractor's responsibility shall include repair or replacement of damaged utilities. The Contractor will also be responsible for all costs associated with redeterminations and recertification.
- 10.5.5 Any buried utilities exposed by the operations of the Contractor shall be marked on the plans and adequately protected by the Contractor. If any buried utilities not located are exposed, the Contractor shall immediately contact the Owner. If, after exposing an unlocated buried utility, the Contractor continues digging without notifying Owner and further damages the utility, the Contractor will be fully and solely responsible.
- 10.5.6 Damage to irrigation systems during seasons of no irrigation that are not immediately and adequately repaired and tested will require the Contractor to return when the system is in service to complete the repair.

### **11 ARTICLE 11 - INSURANCE AND BONDS**

#### **11.1. CONTRACTOR'S LIABILITY INSURANCE**

- 11.1.1. The Contractor shall at Contractor's expense secure insurance coverage through an insurance



company or companies duly licensed and authorized to conduct insurance business in Montana which insures the liabilities and obligations specifically assumed by the Contractor as required herein. The insurance coverage shall not contain any exclusion for liabilities specifically assumed by the Contractor in Section 3.18. The insurance shall cover and apply to all claims, demands, suits, damages, losses, and expenses that may be asserted or claimed against, recovered from, or suffered by the Owner without limit and without regard to the cause therefore and which is acceptable to the Owner, and the Contractor shall furnish to the Owner an accompanying certificate of insurance and accompanying endorsements in amounts not less than as shown below.

11.1.2. The amounts of insurance provided shall be exclusive of defense costs. The insurance policy, except Workers' Compensation, must name the Owner, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured or contain a blanket additional insured endorsement and be written on a "primary—noncontributory basis, and on an occurrence, not a claims made basis." The Contractor shall provide the Owner with applicable additional insured endorsement documentation required herein. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of "A.M. Best Rating" of A-, VI, as will protect the Contractor, the various acts of subcontractors, the Owner and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations and completed operations under this Agreement. All insurance coverage shall be maintained without interruption from the date of commencement of the Work until two years after the date of Substantial Completion, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. All insurance policies, except Workers' Compensation, must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to the Contractor, the Owner, and all other additional insureds to whom a certificate of insurance has been issued. Insurance coverages shall be in a form acceptable to the Owner. **The Owner must approve all insurance coverage and endorsements prior to the Contractor's commencing work.**

11.1.2.1 Insurance Coverage at least in the following amounts is required:

Commercial General Liability (bodily injury and property damage)	\$1,500,000 per occurrence \$3,000,000 aggregate
Products and Completed Operations	\$3,000,000
Automobile Liability	\$1,500,000 combined single limit
Workers' Compensation	Not less than statutory limits
Employers' Liability	\$1,500,000
Professional Liability (E&O) (only if applicable)	\$1,500,000
Owner's and Contractor's Protective Liability (not required if General Aggregate has Project or location selection)	\$1,000,000 per occurrence \$3,000,000 aggregate
Contractual Liability Insurance (covering indemnity obligations)	\$1,000,000 per occurrence \$3,000,000 aggregate

Additional coverage may be required in the event of the following:  
crane operating services: add On-Hook Coverage  
transportation services: add \$1,000,000 Transit Coverage

The Contractor may provide applicable excess or umbrella coverage to supplement the Contractor's existing insurance coverage, if the Contractor's existing policy limits do not satisfy the coverage requirements as set forth above.

- 11.1.3. The Contractor shall notify the Owner thirty (30) days prior to the expiration of any such required insurance coverage and shall ensure such required insurance coverage is timely renewed during the term of the Contract Documents so that there is no lapse in coverage during the Contractor's performance of the Work. The Contractor shall further notify the Owner within two (2) business days of the Contractor's receipt of notice that any required insurance coverage will be terminated or the Contractor's decision to terminate any required insurance coverage for any reason. Each required insurance coverage must name the Owner and its representatives, including but not limited to the architect and engineer, as additional insureds.
- 11.1.4. The Contractor shall not commence work under this Agreement until such insurance has been obtained and certificates of insurance, with binders, or certified copies of the insurance policy including additional insureds endorsement shall have been filed with the Owner. The Contractor shall provide the Owner with proof of such insurance coverage within ten (10) days following execution of this Agreement and at least annually thereafter during the term of the Project.
- 11.1.5. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor within seven (7) days unless an alternative period is agreed to by the parties.
- 11.1.6. The insurance requirements of this Section 11.1 shall also apply in full to all Subcontractors hired to perform the Work, provided Contractor and Owner may mutually agree in writing to different coverage limits for Subcontractor(s).

## **11.2 OWNER'S LIABILITY INSURANCE**

The Owner shall maintain coverage for its risks through the Montana Municipal Interlocal Authority.

## **11.3 PROPERTY INSURANCE**

- 11.3.1 Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in Montana, property insurance written on a builder's risk "all-risk" policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.
  - 11.3.1.1 Property insurance shall be on an "all-risk" policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup,

temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Contractor's services and expenses required as a result of such insured loss. The Parties may mutually agree in writing to separate limits for insurance covering the risk of flood and/or earthquake.

- 11.3.1.2 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles. The Owner waives claims for consequential losses against the Contractor due to fire or other hazards however caused.
- 11.3.1.3 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.
- 11.3.1.4 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

#### 11.3.2 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

- 11.3.3 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the cost thereof shall be charged to the Contractor by appropriate Change Order.
- 11.3.4 Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least thirty (30) days' prior written notice has been given to the Owner.
- 11.3.5 A loss insured under the Contractor's property insurance shall be adjusted by the Contractor and made payable to the Contractor, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

#### 11.4 PERFORMANCE BOND AND LABOR & MATERIAL PAYMENT BOND (BOTH ARE REQUIRED ON THIS PROJECT)

- 11.4.1 The Contractor shall furnish a Performance Bond and Labor and Material Payment Bond meeting all statutory requirements of the State of Montana, in form and substance satisfactory to the Owner and, without limitation, complying with the following specific requirements:
  - 11.4.1.1 Except as otherwise required by statute, the form and substance of such bond(s) shall be satisfactory to the Owner in the Owner's sole judgment.
  - 11.4.1.2 All bonds must be obtained with a surety company that is duly licensed and authorized to transact business within the state of Montana and to issue bonds for the limits so required.

The surety company must have a Best's Financial Strength Rating of at least A, as rated by the A. M. Best Co., or an equivalent rating from a similar rating service.

- 11.4.1.3 All bonds must remain in effect throughout warranty period and until all of the Contractor's obligations to the Owner under the Contract Documents are fulfilled.
- 11.4.1.4 The Performance Bond and the Labor and Material Payment Bond shall be in an amount equal to or exceeding one hundred percent (100%) of the Contract Sum.
- 11.4.1.5 A certified copy of the agent's authority to act must accompany all bonds signed by an agent.
- 11.4.1.6 Every Bond under this Section 11.4.1 must display the Surety's Bond Number. A rider including the following provision shall be attached to each Bond: (1) Surety agrees that it is obligated under the bond(s) to any successor, grantee or assignee of the Owner.
- 11.4.1.7 The City of Great Falls shall be named as obligee on the bonds.

The Contractor shall deliver the required bonds to the Owner not later than three (3) days following the date the Guaranteed Maximum Price Agreement is executed and prior to the commencement of the Construction Phase. Premiums for all bonds shall be part of the Contract Sum.

- 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
- 11.4.3 If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business within the state of Montana is terminated, the Contractor shall promptly notify the Owner and shall within twenty (20) days after the event giving rise to such notification, provide another bond with another surety company, both of which shall comply with all requirements set forth herein.
- 11.4.4 The Contractor shall keep the surety informed of the progress of the Work, and, where necessary, obtain the surety's consent to, or waiver of: (a) notice of changes in the Work; (b) request for reduction or release of retention; (c) request for final payment; and (d) any other material required by the surety. The Owner may, in the Owner's sole discretion, inform surety of the progress of the Work and obtain consents as necessary to protect the Owner's rights, interest, privileges and benefits under and pursuant to any bond issued in connection with the Work.

## **12 ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK**

### **12.1. UNCOVERING OF WORK**

- 12.1.1. If a portion of the Work is covered contrary to the Owner's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Owner, be uncovered for the Owner's examination and be replaced at the Contractor's expense without change in the Contract Time.
- 12.1.2. If a portion of the Work has been covered which the Owner has not specifically requested to examine prior to it being covered, the Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's

expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

## 12.2. CORRECTION OF WORK

### 12.2.1. BEFORE OR AFTER SUBSTANTIAL COMPLETION

- 12.2.1.1. The Contractor shall promptly correct Work that fails to conform to the requirements of the Contract Documents or that is rejected by the Owner, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Owner's expenses made necessary thereby, shall be at the Contractor's expense. The Contractor is responsible to discover and correct all defective work and shall not rely upon the Owner's observations.
- 12.2.1.2. Rejection and Correction of Work in Progress. During the course of the Work, the Contractor shall inspect and promptly reject any Work that:
  - 12.2.1.2.1. does not conform to the Construction Documents; or,
  - 12.2.1.2.2. does not comply with any applicable law, statute, building code, rule or regulation of any governmental, public and quasi-public authorities, and agencies having jurisdiction over the Project.
- 12.2.1.3. The Contractor shall promptly correct or require the correction of all rejected Work, whether observed before or after Substantial Completion. The Contractor shall bear all costs of correcting such Work, including additional testing, inspections, and compensation for all services and expenses necessitated by such corrective action.

### 12.2.2. AFTER SUBSTANTIAL COMPLETION AND AFTER FINAL ACCEPTANCE

- 12.2.2.1. In addition to the Contractor's obligations under Section 3.5, if, within two years after the date of Final Acceptance of the Work or designated portion thereof or after the date for commencement of warranties, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the two-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 2.3.
  - 12.2.2.1.1. The Contractor shall remedy any and all deficiencies due to faulty materials or workmanship and pay for any damage to other work resulting there from, which shall appear within the period of Substantial Completion through two (2) years from the date of Final Acceptance in accordance with the terms and conditions of the Contract and with any special guarantees or warranties provided in the Contract Documents. The Owner shall give notice of observed deficiencies with within seven (7) days unless an alternative period is agreed to by the parties. All manufacturer, product and supplier warranties are in addition to this Contractor warranty.
  - 12.2.2.1.2. The Contractor shall respond within seven (7) days after notice of observed deficiencies has been given and he shall proceed to immediately remedy these deficiencies.

- 12.2.2.1.3. Should the Contractor fail to respond to the notice or not remedy those deficiencies; the Owner shall have this work corrected at the expense of the Contractor.
- 12.2.2.1.4. Latent defects shall be in addition to those identified above and shall be the responsibility of the Contractor per the statute of limitations for a written contract (MCA § 27- 2-208) starting from the date of Final Acceptance.
- 12.2.2.2. The two-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.
- 12.2.2.3. The two-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.
- 12.2.3. The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- 12.2.4. The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- 12.2.5. Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the two-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### **12.3. ACCEPTANCE OF NONCONFORMING WORK**

- 12.3.1. If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **13. ARTICLE 13 - MISCELLANEOUS PROVISIONS**

### **13.1. GOVERNING LAW**

- 13.1.1. The Contract shall be governed by the laws of the State of Montana and venue for all legal proceedings shall be Cascade County, Montana.

### **13.2. SUCCESSORS AND ASSIGNS**

- 13.2.1. The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempt to make such assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

### **13.3. WRITTEN NOTICE**

13.3.1. Written notices are to be provided to the representatives of the parties designated in this Contract. Written notices are deemed to have been duly served if delivered in person to the addressee for whom it was intended, or if delivered by electronic mail, fax, certified mail, or overnight courier. The date of any notice is deemed to be the date of personal delivery, fax, or electronic mail; one day after delivery to the overnight courier; and three (3) days after mailing by certified mail.

### **13.4. RIGHTS AND REMEDIES**

13.4.1. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2. No action or failure to act by the Owner or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

### **13.5. TESTS AND INSPECTIONS**

13.5.1. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

13.5.2. If the Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Owner will instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 13.5.3 shall be at the Owner's expense.

13.5.3. If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Owner's expenses shall be at the Contractor's expense.

13.5.4. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner.

13.5.5. If the Owner is to observe tests, inspections or approvals required by the Contract Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

13.5.6. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### **13.6. INTEREST**

13.6.1. Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate of ten percent (10%) per annum.

### **13.7. COMMENCEMENT OF STATUTORY LIMITATION PERIOD**

- 13.7.1. The Owner and the Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Contract Documents and within the period specified by applicable law.
- 13.7.2. Notwithstanding any provisions in the Contract Documents to the contrary, statutory limitation periods shall not accrue until the facts constituting the claim have been discovered or, in the exercise due diligence, should have been discovered by the injured party if the facts constituting the claim are by their nature concealed or self-concealing; or before, during, or after the act causing the injury, a party has taken action which prevents the injured party from discovering the injury or its cause.

### **13.8. DOCUMENT RETENTION AND AUDIT PROVISIONS**

- 13.8.1. Contractor shall account for all materials, equipment and labor entering into the Work and must keep such full and detailed records as may be necessary for proper financial management pursuant to the Contract Documents for a period of ten (10) years after final payment. Furthermore, the Owner has the right to examine the Contractor's and its Subcontractors' and suppliers' records directly or indirectly pertaining or relating to the Work or the Contract and the Contractor must grant the Owner access to and an opportunity to copy such records at all reasonable times during the Contract period and for ten (10) years after final payment.

### **13.9. CONFIDENTIALITY**

- 13.9.1. The Contractor shall not disclose any confidential information which comes into the possession of it or anyone for whom it is responsible at any time during the Project, including but not limited to, the location and deployment of security devices, security access codes, or employee information.

### **13.10. SEVERABILITY**

- 13.10.1. If any portion of the Contract Documents is held to be void or unenforceable, the balance thereof shall continue in effect.

## **14. ARTICLE 14 – TERMINATION OR SUSPENSION OF THE CONTRACT**

### **14.1. TERMINATION BY THE CONTRACTOR**

- 14.1.1. The Contractor may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:
- 14.1.1.1. issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped; or,
  - 14.1.1.2. an act of government, such as a declaration of national emergency which requires all Work to be stopped.
- 14.1.2. The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 1.4.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for



completion, or 120 days in any 365-day period, whichever is less.

14.1.3. If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven (7) days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit but not damages.

14.1.4. If the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven (7) additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

## **14.2. TERMINATION BY THE OWNER FOR CAUSE**

14.2.1. The Owner may terminate the Contract if the Contractor:

- 14.2.1.1. repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- 14.2.1.2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- 14.2.1.3. fails to comply with any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- 14.2.1.4. Fails to perform the Work in accordance with the Contract Documents or otherwise materially breaches any provision of the Contract Documents;
- 14.2.1.5. Anticipatorily breaches or repudiates the Contract; or
- 14.2.1.6. Fails to make satisfactory progress in the prosecution of the Work required by the Contract.

14.2.2. The Owner may terminate the Contract, in whole or in part, whenever the Owner determines in good faith that sufficient cause for termination exist as provided in Subsection 14.2.1. The Owner will provide the Contractor with a written ten (10) day notice to cure the default. If the default is not cured, the termination for default is effective on the date specified in the Owner's written notice. However, if the Owner determinates that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the Owner may terminate the Contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the Contract, the Contractor must compensate the Owner for additional costs actually incurred by the Owner to obtain substitute performance. Following written notice for the Owner of termination, the Owner may, subject to any prior rights of the surety:

- 14.2.2.1. take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- 14.2.2.2. accept assignment of subcontracts pursuant to Section 5.4; and,
- 14.2.2.3. finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

- 14.2.3. Upon receipt of written notice from the Owner of termination, the Contractor must:
- 14.2.3.1 Cease operations as directed by the Owner in the notice and, if required by the Owner, reasonably cooperate in an inspection of the Work with the Owner to record the extent of completion thereof, to identify the Work remaining to be completed or corrected;
  - 14.2.3.2 Complete or correct the items directed by the Owner, and take actions necessary, or that the Owner may direct, for the protection and preservation of any stored materials and completed Work;
  - 14.2.3.3 Remove its tools, equipment and construction machinery from the Site; and
  - 14.2.3.4 Except as directed by the Owner, terminate all existing subcontracts and purchase orders and enter into no further subcontracts or purchase orders.
- 14.2.4. When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- 14.2.5. In the event of a termination pursuant to this Section 14.2, the Contractor shall be entitled to payment only for those services that Contractor has actually rendered. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Owner's expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract. The Contractor shall not, under any circumstances, be entitled to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.
- 14.2.6. If the Contractor files for protection, or a petition is filed against it, under the Bankruptcy laws, and Contractor wishes to affirm the Contract, Contractor shall immediately file with the Bankruptcy Court a motion to affirm the Contract and shall provide satisfactory evidence to Owner and to the Court of its ability to cure all present defaults and its ability to timely and successfully complete the Work. If Contractor does not make such an immediate filing, Contractor accepts that Owner shall petition the Bankruptcy Court to lift the Automatic Stay and permit Owner to terminate the Contract.
- 14.2.7. Any termination provided for by this Section 14.2 shall be in addition to any other remedies to which the Owner may be entitled under the law or at equity.

### **14.3. SUSPENSION BY THE OWNER FOR CONVENIENCE**

- 14.3.1. The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.
- 14.3.2. The Contract Sum and Contract Time shall be equitably adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:
- 14.3.2.1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or,
  - 14.3.2.2. that an equitable adjustment is made or denied under another provision of the Contract.

#### 14.4. TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1. The Owner may, at any time, terminate the Contract or any portion thereof or of the Work for the Owner's convenience and without cause.

14.4.2. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- 14.4.2.1. cease operations as directed by the Owner in the notice and, if required by the Owner, participate in an inspection of the Work with the Owner to record the extent of completion thereof, to identify the Work remaining to be completed or corrected;
- 14.4.2.2. Complete or correct the items directed by the Owner, and take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
- 14.4.2.3. Remove its tools, equipment and construction machinery from the Site; and
- 14.4.2.4. Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3 Following written notice from the Owner of termination, the Owner may:

- 14.4.3.1 Take possession of the Site and of all materials for which the Owner has paid;
- 14.4.3.2 Accept assignment of subcontracts and purchase orders; and
- 14.4.3.3 Complete the Work by whatever reasonable method the Owner may deem expedient.

14.4.4. In case of such termination for the Owner's convenience, the Contractor shall be entitled to compensation only for the following items:

- 14.4.4.1 Payment for acceptable Work performed up to the date of termination, including Contractor's fee;
- 14.4.4.2 The costs of preservation and protection of the Work if requested to do so by the Owner;
- 14.4.4.3 The cost of terminating the following contracts including:
  - (i.) Purchased materials but only if not returnable and provided to the Owner, or the restocking or return charge, if any, if returnable at the Owner's written election;
  - (ii.) Equipment rental contracts if not terminable at no cost but not to exceed an amount equal to thirty (30) days rental;
- 14.4.4.4 Documented transportation costs associated with removing Contractor-owned equipment; and
- 14.4.4.5 Documented demobilization and close-out costs.

The Contractor will not be compensated for the cost of terminating subcontracts, which must be terminable at no cost to the Owner if the Contract is terminated, except for those costs listed in Section 14.4.4.1 through 14.4.4.5. If the Owner and the Contractor are unable to agree upon the amounts specified in this subsection, the Contractor may submit a Claim as provided in Section 4.3. The Claim must be limited to resolution of the amounts specified in Subsections 14.4.4.1, 14.4.4.2, 14.4.4.3, 14.4.4.4, and 14.4.4.5 of this Subsection 14.4.4. No other cost, damages or expenses may be claimed or paid to the Contractor or considered as part of the Claim, the same being hereby conclusively and irrevocably waived by the Contractor. Any such Claim must be delivered to the Owner within thirty (30) days of the termination of the Contract and must contain a written statement setting forth the specific reasons and supporting calculations and documentation as to the amounts the Contractor claims to be

entitled to under this Subsection as a result of the termination of the Contract.

14.4.5. The Contractor's obligations surviving final payment under the Contract, including without limitation those with respect to insurance, indemnification, and correction of Work that has been completed at the time of termination, remains effective notwithstanding termination for convenience of the Owner.

14.4.6. In the event of termination or cancellation of any or all preconstruction services and/or decision not pursue a GMP Agreement/Contract, the Contractor shall not be due any costs, or overhead, or profit on any portion of the Work, but shall be paid for the completed portion of Preconstruction Phase Services documented by Contractor.

**15. ARTICLE 15 – EQUAL OPPORTUNITY**

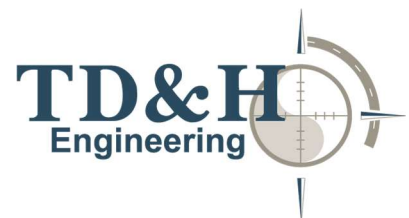
The Contractor agrees that all hiring by Contractor of persons performing this Agreement shall be on the basis of merit and qualifications. The Contractor shall have a policy to provide equal employment opportunity in accordance with all applicable state and federal anti-discrimination laws, regulations, and contracts. The City of Great Falls requires that Contractor shall not refuse employment to a person, bar a person from employment, or discriminate against a person in compensation or in a term, condition, or privilege of employment because of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by state and/or federal law, except when the reasonable demands of the position require an age, physical or mental disability, marital status or sex distinction. The Contractor shall require these nondiscrimination terms of its Subcontractors.

END OF GENERAL CONDITIONS

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**ATTACHMENT H**  
**FORM GC**  
**Construction Phase General Conditions Costs**

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Form GC		
CONSTRUCTION PHASE GENERAL CONDITIONS COSTS		
Office Expense:	Monthly Amount	Lump Sum
CM Field Office. Furniture & Furnishings		
Office Supplies		
Field Office Equipment & Maintenance		
Jobsite Radios/Beepers		
Copy Machine & Maintenance		
Computers and Fax Usage Software & Maintenance		
Field Office Telephone and Long Distance		
Office Janitorial		
Postage, Messenger and Express Mail		
Plans & Specifications (sets per bid pkg)		
Scheduling Expenses		
Construction Photos & Supplies		
Job Travel		
Job Meetings & Ceremony Expense		
Partnering Sessions		
Construction Trade Training Program		
Record Drawings Expense		
Audit		
Records Storage		
Public Information Program (Site Signage)		
QC/QA Manager (including all fringe and insurance)		
<b>Construction Management Labor:</b>		
Cost Management Labor (including all fringe and insurance)		
Safety Officer Labor (including all fringe and insurance)		
General Conditions Labor (including all fringe and insurance)		
<b>Monthly Total:</b>	/month	
<b>Lump Sum Total:</b>		
<b>Other not listed above:</b>		
<b>TOTAL:</b>	/month	